

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

Regular Meeting January 21, 2025

#### TRIBAL LAND ACKNOWLEDGMENT

In respect to the Indigenous People and Tribal Elders, past, and present, the Bridgeport Indian Colony, Mono Lake Kootzaduka'a 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/83537511698

or visit https://www.zoom.us/, click on "Join A Meeting" and enter the Zoom Webinar ID 83537511698. 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 835 3751 1698 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=d22ef896-2eca-458d-9a09-0aaada470806

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in

this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

#### 2. RECOGNITIONS - NONE

#### 3. COUNTY ADMINISTRATIVE OFFICER

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

#### 4. DEPARTMENT/COMMISSION REPORTS

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

#### 5. CONSENT AGENDA

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

#### A. Board of Supervisors Out-of-State Travel Authorization

Departments: Board of Supervisors

Out-of-state travel request for the following Supervisors: 1) Chair Salcido - Advocacy trip to Washington, D.C. in February 2025; 2) Supervisor Duggan - Advocacy trip to Washington, D.C. in February 2025, National Association of Counties (NACo) Legislative Conference in Washington, D.C. in March 2025; 3) Supervisor Kreitz - Advocacy trip to Washington, D.C. in February 2025, National Association of Counties (NACo) Legislative Conference in Washington, D.C. in March 2025; 4) Supervisor Peters - National Association of Counties (NACo)

Legislative Conference in Washington, D.C. in March 2025. Supervisor Peters' travel and registration is paid for by California State Association of Counties (CSAC).

**Recommended Action:** 1) Approve out-of-state travel request for Chair Salcido, Supervisor Duggan, and Supervisor Kreitz to travel to Washington, D.C. to advocate for appropriations requests; and 2) Approve out-of-state travel request for Supervisor Duggan, Supervisor Kreitz, and Supervisor Peters to attend the 2025 National Association of Counties (NACo) Legislative Conference in Washington, D.C.

**Fiscal Impact:** Up to \$3,000 per Supervisor, per travel request, which is included in the Board of Supervisors' budget for FY 2024-25.

#### B. Updated Conflict of Interest Code for Mono County

Departments: County Counsel and Clerk of the Board

Proposed resolution adopting an updated Conflict of Interest Code for the County of Mono to add positions renamed or added since the adoption of the prior Code and remove positions that have been eliminated.

**Recommended Action:** Adopt proposed resolution adopting an updated Conflict of Interest Code for Mono County.

Fiscal Impact: None.

#### C. Updated Conflict of Interest Codes for Special Districts

Departments: County Counsel and Clerk of the Board

All local government agencies, including special districts, are required by state law (Government Code section 81000 et seq.) to adopt their own conflict-of-interest codes and to review such codes once every two years. The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for Mono County and must approve any changes to conflict-of-interest codes for it to take effect. The proposed conflict-of-interest codes as adopted by each of the districts has been reviewed by County Counsel and complies with all applicable statutory requirements.

**Recommended Action:** Approve the new Conflict of Interest Codes adopted by the Hilton Creek Community Services District and Mammoth Community Water District.

Fiscal Impact: None.

#### D. Appointments to the Wheeler Crest Design Review Committee

**Departments: Community Development** 

Appointments to the Wheeler Crest Design Review Committee.

**Recommended Action:** Reappoint Bob Weiland to a three-year term on the Wheeler Crest Design Review Committee expiring on March 31, 2028, and appoint Richard Kelty to a three-year term expiring on March 31, 2028, as recommended by Supervisor Duggan.

Fiscal Impact: None.

#### E. Request for Qualifications for Recreation Support Services

Departments: Public Works - Recreation

Proposed Request for Qualifications to seek contractors to assist the County with recreation-related support services (planning, GIS, data and media management).

**Recommended Action:** Approve the proposed Request for Qualifications to seek contractors to assist the County with recreation-related support services (planning, GIS, data and media management).

**Fiscal Impact:** This item does not cause a General Fund Impact. Any use of this service will be paid out of Grant or other outside funding sources.

#### F. Distribution of Excess Proceeds from Tax Sale

Departments: Finance

Review the claim for excess proceeds from the November 14, 2023, sale of tax defaulted property

**Recommended Action:** Authorize the disbursement of excess proceeds from the November 14, 2023, sale of tax defaulted property.

Fiscal Impact: None.

#### G. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ended 11/30/2024.

**Recommended Action:** Approve the Treasury Transaction Report for the month ended 11/30/2024.

Fiscal Impact: None.

#### 6. CORRESPONDENCE RECEIVED - NONE

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

#### 7. REGULAR AGENDA - MORNING

#### A. Discussion of Future Board of Supervisors Adjourned Meetings

Departments: Board of Supervisors, Sponsored by Supervisor Peters 15 minutes

(Queenie Barnard, Clerk-Recorder-Registrar) - Discuss details regarding future Board of Supervisors adjourned meetings.

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

Fiscal Impact: None.

## B. Assessment Appeals Board (AAB) Regular Member Removal and Request for Nominations

Departments: Clerk of the Board

5 minutes

(Queenie Barnard, Clerk-Recorder-Registrar) - Discuss and approve recommendation to the Mono County Board of Supervisors to remove Jarrett Patrick as a regular member of the Assessment Appeals Board (AAB) pursuant to Revenue & Taxation Code 1625, and, pursuant to Revenue & Taxation Code 1623, request nominations from the Mono County Board of Supervisors for a replacement AAB Board member.

**Recommended Action:** 1) Approve recommendation of removal of Jarrett Patrick as a regular member of the Assessment Appeals Board; and 2) Appoint one Supervisor-nominated replacement AAB Board member.

Fiscal Impact: None.

## C. Agreement Regarding Terms and Conditions of Employment for Assistant County Counsel

Departments: County Counsel

5 minutes

(Chris Beck, County Counsel) - Proposed resolution approving the Agreement Regarding the Terms and Conditions of Employment of Anne Frievalt as Assistant County Counsel, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt resolution, approving the Agreement Regarding the Terms and Conditions of Employment of Anne Frievalt as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The total cost for the remainder of this fiscal year (FY) is \$93,344, of which \$70,727 is salary and \$22,617 is benefits. The total cost for a

full year is \$212,941, of which \$161,346 is salary and \$51,595 is benefits. The County Counsel budget for FY 2024-25 has sufficient appropriations to cover this contract.

#### D. Agreement Regarding Terms and Conditions of Employment for Economic Development Director

Departments: Human Resources

5 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution approving a contract with Liz Grans as Economic Development Director, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt resolution, approving a contract with Liz Grans as Economic Development Director, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The cost for the remainder of this fiscal year (FY) is \$81,462, of which \$58,190 is salary and \$23,272 is benefits. The total cost for a full year is \$185,835, of which \$132,746 is salary and \$53,089 is benefits. The cost of this contract is included in the Economic Development Department's FY 2024-25 adopted budget.

## E. General Fund 5-year Forecast, Budget Policy, and Fiscal Year 2025-26 Budget Timeline

Departments: County Administrative Office

90 minutes

(Christine Bouchard, ACAO; Megan Chapman, Budget Officer; Russ Branson, Consultant) - This item presents 3 key pieces for budget development for Fiscal Year (FY) 2025-26: 1. The General Fund 5-year forecast will model future revenues and expenditures to inform budget decisions in the coming months. 2. Revised Budget policy will be proposed for inclusion in the adopted Mono County Policy and Procedures Policy and Procedures 3. Review FY 2025-26 Budget approach and timeline to align with established board dates

**Recommended Action:** Adopt changes to current budget policy as proposed or adjusted and FY 2025-26 Budget approach and timeline as proposed or adjusted.

Fiscal Impact: None.

F. Update to Mono County Policies and Procedures Manual - Policy A-13 Mono County Injury and Illness Prevention Plan; Policy A-12 Mono County Emergency Action Plan; Workplace Safety Workshop

Departments: Risk Management

30 minutes

(Jay Sloane, Risk Manager) - Staff update on new sections added to the Mono County Policies and Procedures Manual: Policy A-13 Mono County Injury and Illness Prevention Plan and Policy A-12 Mono County Emergency Action Plan.

**Recommended Action:** Receive updated sections added to the Mono County Policies and Procedures Manual that were adopted administratively.

Fiscal Impact: None.

#### G. Overview of the Probation Department

**Departments: Probation** 

15 minutes

(Karin Humiston, Chief of Probation) - Presentation by Karin Humiston, regarding overview of Probation Department.

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

Fiscal Impact: None.

#### 8. CLOSED SESSION

#### A. Closed Session - Real Property Negotiation

Closed Session – Real Property Negotiation – CONFERENCE WITH REAL PROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 2784 Highway 158, June Lake, CA County Negotiator: Sandra Moberly, Tyrone Grandstrand. Negotiating Parties: Don Morton and County of Mono. Under Negotiation: Price, terms, and conditions.

#### 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.

#### 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. Ad Hoc Committee Charter Update

Departments: Board of Supervisors

- Board Ad Hoc Arts Committee (Supervisor Peters, Supervisor Salcido)
- Board Chambers Ad Hoc Committee (Supervisor Peters, Supervisor Salcido)
- Housing Ad Hoc Committee (Supervisor Kreitz, Supervisor McFarland)
- Tax Sharing Ad Hoc Committee (Supervisor Salcido).

#### **ADJOURN**



## REGULAR AGENDA REQUEST

Print

MEETING DATE January 21, 2025

Departments: Board of Supervisors

TIME REQUIRED

**SUBJECT** Board of Supervisors Out-of-State

Travel Authorization

PERSONS APPEARING BEFORE THE BOARD

#### AGENDA DESCRIPTION:

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

Out-of-state travel request for the following Supervisors: 1) Chair Salcido - Advocacy trip to Washington, D.C. in February 2025; 2) Supervisor Duggan - Advocacy trip to Washington, D.C. in February 2025, National Association of Counties (NACo) Legislative Conference in Washington, D.C. in March 2025; 3) Supervisor Kreitz - Advocacy trip to Washington, D.C. in February 2025, National Association of Counties (NACo) Legislative Conference in Washington, D.C. in March 2025; 4) Supervisor Peters - National Association of Counties (NACo) Legislative Conference in Washington, D.C. in March 2025. Supervisor Peters' travel and registration is paid for by California State Association of Counties (CSAC).

#### **RECOMMENDED ACTION:**

1) Approve out-of-state travel request for Chair Salcido, Supervisor Duggan, and Supervisor Kreitz to travel to Washington, D.C. to advocate for appropriations requests; and 2) Approve out-of-state travel request for Supervisor Duggan, Supervisor Kreitz, and Supervisor Peters to attend the 2025 National Association of Counties (NACo) Legislative Conference in Washington, D.C.

#### **FISCAL IMPACT:**

Up to \$3,000 per Supervisor, per travel request, which is included in the Board of Supervisors' budget for FY 2024-25.

**CONTACT NAME:** Queenie Barnard

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

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

#### MINUTE ORDER REQUESTED:

☐ YES 
☐ NO

#### **ATTACHMENTS:**

Click to download

D Staff Report

NACo Schedule

#### History

Time	Who	<b>Approval</b>
1/13/2025 2:44 PM	County Counsel	Yes
1/14/2025 10:15 AM	Finance	Yes
1/14/2025 1:59 PM	County Administrative Office	Yes



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

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517 • (760) 932-5530 ClerkRecorder@mono.ca.gov • Elections@mono.ca.gov • BOS@mono.ca.gov

January 21, 2025

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder-Registrar

Re: Board of Supervisors Out-of-State Travel Authorization

#### Discussion:

In accordance with Resolution 20-27 and Mono County Travel Policy, travel outside of California and Nevada by elected officials must be approved by the Board of Supervisors.

Supervisors Salcido, Duggan, and Kreitz will be traveling to Washington, D.C. February 4-7, 2025 to advocate for Mono County's submitted appropriations requests:

- Comprehensive County Emergency Generator project
- Sunny Slopes Fire Station
- EMS Station Improvements
- Lee Vining Water System replacement

Supervisors Duggan, Kreitz, and Peters will be traveling to Washington, D.C. March 1-4, 2025 to attend the 2025 National Association of Counties (National Association of Counties (NACo) Legislative Conference schedule attached).

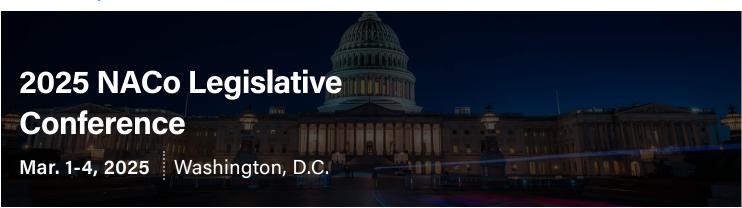
Please contact me if you have any questions. Thank you.

Queenie Barnard Clerk-Recorder-Registrar

760-932-5534

qbarnard@mono.ca.gov





## **Conference Schedule**



Explore the full schedule for the 2025 NACo Legislative Conference. Use the links below to print the latest version of the schedule or to jump to a specific conference day.

Times listed in Eastern Daylight Time.

Print Schedule Friday, Feb. 28 Saturday, Mar. 1 Sunday, Mar. 2 Monday, Mar. 3 Tuesday, Mar. 4

# Friday, Feb. 28

### **CIO Speed Sharing Session**

9:00 a.m. - 10:00 a.m.

### **Building Resilient Economies in Coal Communities (BRECC) Forum**

9:00 a.m. - 12:30 p.m.

Separate Registration Required

### **NACo Technology Innovation Forum**

10:30 a.m. – 5:00 p.m.

Separate Registration Required

### **Disaster Response Training**

1:00 p.m. - 5:00 p.m.

Separate Registration Required, Limited Capacity

#### **NACo Technology Innovation Forum Reception**

5:30 p.m. - 7:30 p.m.

# Saturday, Mar. 1

#### **First Time Attendee Breakfast**

8:00 a.m. - 9:15 a.m.

#### **Policy Coordinating Committee Meeting #1**

8:30 a.m. - 9:00 a.m.

### **Policy Steering Committee Meetings**

9:30 a.m. – 4:00 p.m.

## **Agriculture and Rural Affairs Policy Steering Committee Meeting**

# **Community, Economic and Workforce Development Steering Committee Meeting**

9:30 a.m. - 4:00 p.m.

# Environment, Energy and Land Use Policy Steering Committee Meeting 9:30 a.m. – 4:00 p.m.

# Finance, Pensions and Intergovernmental Affairs Policy Steering Committee Meeting

9:30 a.m. - 4:00 p.m.

## **Health Policy Steering Committee Meeting**

9:30 a.m. - 4:00 p.m.

# **Human Services and Education Policy Steering Committee Meeting** 9:30 a.m. – 4:00 p.m.

# Justice and Public Safety Policy Steering Committee Meeting 9:30 a.m. – 4:00 p.m.

### **Public Lands Policy Steering Committee Meeting**

9:30 a.m. - 4:00 p.m.

# **Telecommunications and Technology Policy Steering Committee Meeting**

9:30 a.m. - 4:00 p.m.

## **Transportation Policy Steering Committee Meeting**

## **First Time Attendee Policy Steering Committee Explainer**

10:30 a.m. - 11:15 a.m.

### **Policy Coordinating Committee Meeting #2**

4:30 p.m. – 5:00 p.m.

#### **Affiliate and State Association Meetings and Receptions**

5:00 p.m. - 8:00 p.m.

# Sunday, Mar. 2

### **Non-Denominational Worship Service**

7:00 a.m. - 7:45 a.m.

#### **Affiliate and State Association Meetings and Breakfasts**

8:00 a.m. - 9:45 a.m.

## **DCR Advisory Committee Meeting**

8:00 a.m. - 9:45 a.m.

## IT Standing and FutureTech Subcommittee Joint Meeting - Part 1

8:00 a.m. - 9:45 a.m.

### **Resilient Counties Advisory Board Breakfast**

8:00 a.m. - 9:45 a.m.

## Western Interstate Region (WIR) Board of Directors Meeting

8:00 a.m. - 9:45 a.m.

Columbia 3 & 4, Terrace Level

### **Healthy Counties Advisory Board Meeting**

8:00 a.m. - 9:45 a.m.

### IT Standing and FutureTech Subcommittee Joint Meeting - Part 2

10:00 a.m. - 11:45 a.m.

### **Large Urban County Caucus Meeting**

10:00 a.m. - 11:45 a.m.

#### **Midsize Caucus Meeting**

10:00 a.m. - 11:45 a.m.

#### **Rural Action Caucus Meeting**

10:00 a.m. - 11:45 a.m.

## **Affiliate and State Association Meetings and Lunches**

12:00 p.m. - 1:30 p.m.

# **National Council of County Association Executives (NCCAE) Business Meeting**

12:00 p.m. - 1:30 p.m.

## Workshop Block

### **Workshop Block #1**

## **Advisory Boards and Commission Meetings**

3:00 p.m. - 5:00 p.m.

#### **NACo Board of Directors Forum**

3:00 p.m. - 5:00 p.m.

#### **Great Lakes Counties Caucus Meeting**

3:00 p.m. - 5:00 p.m.

## **Gulf States, Counties and Parishes Caucus Meeting**

3:00 p.m. - 5:00 p.m.

#### **National Center for Public Lands Forum**

3:00 p.m. - 5:00 p.m.

### **Arts & Culture Commission Meeting**

3:00 p.m. - 5:00 p.m.

### **Immigration Reform Task Force (IRTF) Meeting**

3:00 p.m. – 5:00 p.m.

## **Programs and Services Committee Meeting**

3:00 p.m. - 5:00 p.m.

### **Veterans and Military Services Committee Meeting**

3:00 p.m. - 5:00 p.m.

## **Affiliate and State Association Meetings and Receptions**

# Reception hosted by NACo's Large Urban County Caucus and Rural Action Caucus

7:00 p.m. - 9:00 p.m.

# Monday, Mar. 3

## **Regional Caucus Meetings**

8:00 a.m. - 8:45 a.m.

## **Central Region Caucus Meeting**

8:00 a.m. - 8:45 a.m.

## **Northeast Region Caucus Meeting**

8:00 a.m. - 8:45 a.m.

### **South Region Caucus Meeting**

8:00 a.m. - 8:45 a.m.

#### **West Region Caucus Meeting**

8:00 a.m. – 8:45 a.m.

#### **General Session**

9:00 a.m. – 10:30 a.m.

## Workshop Block

### **Workshop Block #2**

11:00 a.m. - 11:45 a.m.

## **NACo Board of Directors Meeting**

12:00 p.m. - 2:30 p.m.

#### **Federal Agency Expo**

1:30 p.m. - 3:30 p.m.

## **Affiliate and State Association Meetings**

3:30 p.m. – 5:00 p.m.

### **Disaster Task Force Meeting**

3:30 p.m. - 5:00 p.m.

## **NextGen Business Meeting**

3:30 p.m. - 5:00 p.m.

#### **U.S. - Mexico Border Counties Meeting**

3:30 p.m. - 5:00 p.m.

## **Affiliate and State Association Meetings and Receptions**

5:00 p.m. - 8:00 p.m.

### **NACo Board of Directors Reception**

6:30 p.m. - 8:30 p.m.

# Tuesday, Mar. 4

#### **General Session**

9:00 a.m. - 10:30 a.m.

## **Capitol Hill Day & Hospitality Suite**

11:00 a.m. - 5:00 p.m.

#### **Roundtable Block #1**

1:30 p.m. - 3:00 p.m.

## **Elections Hill Briefing**

1:30 p.m. - 3:00 p.m.

## **NACo President's Closing Reception**

6:30 p.m. - 9:00 p.m.



660 North Capitol Street, NW Suite 400 Washington, DC 20001

(202) 393-6226

Contact Us

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## REGULAR AGENDA REQUEST

■ Print

MEETING DATE	January 21,	2025
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Departments: County Counsel and Clerk of the Board

TIME REQUIRED PERSONS

SUBJECT Updated Conflict of Interest Code for

Mono County

BEFORE THE
BOARD

#### **AGENDA DESCRIPTION:**

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

Proposed resolution adopting an updated Conflict of Interest Code for the County of Mono to add positions renamed or added since the adoption of the prior Code and remove positions that have been eliminated.

RECOMMENDED ACTION:  Adopt proposed resolution adopting an updated Conflict of Interest Code for Mono County.
FISCAL IMPACT: None.
CONTACT NAME: Queenie Barnard PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  YES NO

#### ATTACHMENTS:

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□ StaffReport	
D Resolution	

#### History

Time	Who	Approval
1/13/2025 3:38 PM	County Counsel	Yes
1/14/2025 10:18 AM	Finance	Yes

#### **County Counsel** Christopher Beck

Emily Fox

Anne Frievalt

Jeff Hughes

## OFFICE OF THE COUNTY COUNSEL

Mono County

760-924-1700

**Telephone** 

Risk Manager Jay Sloane

Office Manager Kevin Moss

**Deputy County Counsel** 

**Assistant County Counsels** 

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

To:	Board of Supervisors
From:	Emily Fox
Date:	January 21, 2025
Re:	Updated Conflict-of-Interest Code
A Thriving	n Focus Area(s) Met g Economy Safe and Healthy Communities Mandated Function e Public Lands Workforce & Operational Excellence

#### **Discussion**

All local government agencies in California are required by state law to adopt a conflict-of-interest code and to review such code every two years to determine if it requires updating. Reasons updating might be required generally include the establishment (or elimination) of positions within the agency which have decision making authority or participate in the making of decisions that could have a material financial impact on financial interests in the County.

Mono County's conflict-of-interest code requires updating to reflect changes in titles and several new positions added to the County allocation list since the adoption of the last conflict-of-interest code in July 2023.

The result of a position being listed in an agency's conflict-of-interest code is that the incumbent filling the position must file a Statement of Economic Interests (Form 700) with the County, or with the Fair Political Practices Commission directly, depending on the position. These Statements are filed upon assuming the listed-position, annually thereafter and upon leaving the position.

If you have any questions on this matter prior to your meeting, please call me at 924-1712 or email me at efox@mono.ca.gov.



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#### R25-\_\_

#### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING THE CONFLICT OF INTEREST CODE FOR THE COUNTY OF MONO

**WHEREAS**, pursuant to Government Code Section 87306.5, the Mono County Board of Supervisors has reviewed the County's Conflict of Interest Code and finds that revisions are necessary; and

**WHEREAS,** the most expedient way to accomplish the necessary revisions is to adopt a new Conflict of Interest Code.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that: the Conflict of Interest Code is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference.

16 17		<b>DOPTED</b> this 21 <sup>st</sup> day of January, 2025, by the following
18	vote, to wit:  AYES:	
19	NOES:	
20 21	ABSENT:	
22	ABSTAIN:	
23		
24		
25		Lynda Salcido, Chair Mono County Board of Supervisors
26		
27	ATTEST:	APPROVED AS TO FORM:
28		
29		
30		
31	Clerk of the Board	County Counsel
32		

#### **EXHIBIT**

#### CONFLICT OF INTEREST CODE OF MONO COUNTY

SECTION 1: Conflict-of-Interest Code — Adopted

The Political Reform Act of 1974, Government Code sections 81000 *et seq.* (as amended), requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Regs. Section 18730, that contains the terms of a standard conflict-of-interest code. This standard code can be adopted by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments of the Political Reform Act.

The terms of 2 Cal. Code Regs section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which officials and employees are designated and Appendix B in which disclosure categories are set forth, constitute the conflict-of-interest code of Mono County, which is considered the "agency" within the purview of this code. The conflict-of-interest code of Mono County so adopted supersedes any conflict-of-interest code of Mono County previously in effect.

SECTION 2: Statements of Economic Interest: Filing Officer

Designated employees shall file Statements of Economic Interest with the Mono County Clerk-Recorder, who shall be and perform the duties of the Filing Officer for the County.

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#### **EXHIBIT**

## CONFLICT OF INTEREST CODE OF MONO COUNTY

#### APPENDIX A

#### LIST OF DESIGNATED EMPLOYEES

#### **Boards and Commissions:**

Board or Commission	<u>Title</u>	Disclosure Category
Assessment Appeals Board	Member	1
Construction Appeals Board	Member	1
County Service Area Advisory Board	Member	2
Grand Jury	Member	1
Economic Development, Tourism & Film Commission	Member	1
Treasury Oversight Committee	Member	1
Wheeler Crest Design Review Committee	Member	1

#### The Management Group:

<u>Department</u>	Job Title	Disclosure
		Category
Assessor	Assessor	l l
	Assistant Assessor	1
Behavioral Health	Director of Behavioral Health	1
	Clinical Services Manager	2
Clerk-Recorder	County Clerk-Recorder-Registrar	1
	Assistant County Clerk-Recorder	1
<b>Community Development</b>	Director of Community Development	1
	Assistant Director of Community Development	1
	Building Official	1
County Administration	Assistant County Administrative Officer	1
	Budget Officer	1
	Management Analyst	2
	Director of Emergency Management	1
	Housing Opportunities Manager	1
	Director of Human Resources	1
	Human Resources Generalist	2
	Human Resources Specialist	2
<b>County Counsel</b>	Assistant County Counsel	1
	Deputy County Counsel I/II/III	1
	Risk Manager	1
	County Counsel Office Manager	2

Assistant District Attorney	1
Chief District Attorney Investigator	1
District Attorney Investigator	1
Deputy District Attorney	1
Operations and Programming Supervisor	1
Economic Development Director	1
	1
Chief of Emergency Medical Services	1
Assistant Director of Finance	1
Adult Services Manager	2
Children's Services Manager	2
Director of Health and Human Services	1
	2
Health and Human Services Chief Fiscal Officer	1
	1
	2
	2
	2
	2
Public Health Officer	2
Director of Information Technology	1
Chief Probation Officer	1
Assistant Director of Public Works	1
County Engineer	1
Director of Public Works	1
Environmental & Transportation Engineer	2
	2
	2
	2
	2
	2
Lieutenant	2
	1
Undersheriff	1
Consultant	1*
Agricultural Commissioner	1
	Chief District Attorney Investigator District Attorney Investigator Deputy District Attorney Operations and Programming Supervisor Economic Development Director Economic Development Manager Chief of Emergency Medical Services  Assistant Director of Finance Adult Services Manager Children's Services Manager Director of Health and Human Services Environmental Health Manager Health and Human Services Chief Fiscal Officer Health Program Manager-Clinical Services Health Program Manager-Community Health Health Program Manager-RN-ASN/PHN-BSN Program Manager-Eligibility Public Health Officer Director of Information Technology Chief Probation Officer Assistant Director of Public Works County Engineer Director of Public Works Environmental & Transportation Engineer Outdoor Recreation Manager Parks & Facilities Superintendent Project Manager Road Operations Superintendent Solid Waste Superintendent Solid Waste Superintendent Sheriff-Coroner Undersheriff Consultant

The following additional positions†:

<u>Department</u>	Job Title	Disclosure Category
Assessor	Appraiser	1
	Auditor-Appraiser	1
	Cadastral Mapper/Transfer Analyst	2
Behavioral Health	Case Manager	2

	Health Program Manager	2
	Health Services Coordinator	2
	Psychiatric Specialist	2
	Staff Services Analyst	2
	Staff Services Manager	2
	Substance Use Disorders Counselor	2
	Substance Use Disorders Supervisor	2
Clerk Recorder	Senior Deputy Board Clerk/Elections Official	2
<b>Community Development</b>	Associate Planner	2
•	Building Inspector	1
	Building Permit Technician	7
	Code Enforcement Officer	1
	Community Development Analyst	1
	Planning Commission Secretary	2
	Principal Planner	1
County Administration	Wildfire Mitigation Coordinator	1
<b>Economic Development</b>	Economic Development Coordinator	2
Finance	Accountant	2
<b>Health and Human Services</b>	Community Health Outreach Specialist	2
	Community Health Program Coordinator	2
	Emergency Preparedness Manager	2
	Environmental Health Specialist	2
	Epidemiologist	2
	Health Program Manager-RN-ASN/PHN-BSN	2
	Senior Services Supervisor	2
	Social Work Supervisor	2
	Staff Services Analyst	2
	Supervising Integrated Case Worker	2
	Supervising Staff Services Analyst	2
	WIC Program Director/Registered Dietitian	2
Information Technology	Business Operations Manager	1
	Communications Manager	1
	Communications Specialist	2
	Geographic Information System Specialist	2
	Information Technology Specialist	2
	Infrastructure Manager	2
	Lead Developer	2
	System Administrator	2
Probation	Behavioral Health Services Coordinator	2
	Deputy Probation Officer	2
	Probation Aide	2
Public Works	Associate Engineer	2
	Parks & Facilities Supervisor	2
	Fleet Maintenance Manager	2
	Inventory and Purchasing Technician	2
	Road Supervisor	2
	Solid Waste Supervisor	2
Sheriff	Correctional Deputy	2
	Correctional Sergeant	2
	Deputy Sheriff	2

	Public Information Officer	1
	Records-Property Manager	2
	Sergeant	2
	Animal Services Officer	1
<b>Positions Common to</b>	Administrative Services Specialist	2
Multiple Departments	-	
	Fiscal & Administrative Services Officer	2
	Fiscal Technical Specialist	2

\*The County Administrative Officer may determine in writing that a particular consultant, although a "designated employee," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with disclosure requirements described in this Exhibit. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The CAO's determination is a public record and shall be retained for public inspection in the same manner and location as the conflict-of-interest code.

† All levels of a position are included in the classification unless otherwise specified.

**NOTE:** The following elected and appointed positions are not designated within this Code because individuals occupying such positions (and candidates for such positions) must file disclosure statements pursuant to Government Code section 87200, *et seq.*:

- County Administrative Officer
- County Counsel
- Director of Finance
- District Attorney
- Members of the Board of Supervisors
- Members of the Planning Commission
- Treasurer/Tax Collector
- Veteran's Service Officer

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## APPENDIX B

#### LIST OF DISCLOSURE CATEGORIES

#### DISCLOSURE CATEGORIES

- 1. All reportable investments, business positions, income and interest in real property.
- 2. Reportable investments in, business positions in, and income from entities providing supplies, services, or equipment of the type used by the designated employee's department, board, commission, or office.
- 3. Reportable investments, business positions in, and income from sources located in or doing business in the territorial jurisdiction of the designated employee's board or commission.
- 4. Reportable interests in real property located within the territorial jurisdiction of the designated employee's board or commission.
- 5. All reportable investments and business positions in business entities which, in the previous two years, have done business in Mono County or with any other government agency whose affairs may be subject to grand jury scrutiny (e.g., the Town of Mammoth Lakes or a special district within the County).
- 6. All reportable income from sources which, in the previous two years, have done business with Mono County or with any other government agency whose affairs may be subject to grand jury scrutiny (e.g., the Town of Mammoth Lakes or a special district within the County).
- 7. All reportable interests in real property.



## REGULAR AGENDA REQUEST

\_\_\_\_ Print

MEETING DATE January 21, 2025

Departments: County Counsel and Clerk of the Board

TIME REQUIRED PERSONS

SUBJECT Updated Conflict of Interest Codes

for Special Districts

APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

All local government agencies, including special districts, are required by state law (Government Code section 81000 et seq.) to adopt their own conflict-of-interest codes and to review such codes once every two years. The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for Mono County and must approve any changes to conflict-of-interest codes for it to take effect. The proposed conflict-of-interest codes as adopted by each of the districts has been reviewed by County Counsel and complies with all applicable statutory requirements.

#### **RECOMMENDED ACTION:**

Approve the new Conflict of Interest Codes adopted by the Hilton Creek Community Services District and Mammoth Community Water District.

Community water district.
FISCAL IMPACT: None.
CONTACT NAME: Queenie Barnard  PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:
☐ YES ☑ NO

#### **ATTACHMENTS:**

Click to download

Staff Report

MCWD Resolution

HCCSD Resolution

Time	Who	Approval
1/13/2025 3:36 PM	County Counsel	Yes
1/14/2025 10:18 AM	Finance	Yes
1/14/2025 2:09 PM	County Administrative Office	Yes

## County Counsel Christopher L. Beck

## OFFICE OF THE COUNTY COUNSEL

County

**Assistant County Counsel** Emily R. Fox

Mono County

Risk Manager Jay Sloane

**Deputy County Counsel**Jeff Hughes

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

**Paralegal** Kevin Moss

**Telephone** 

760-924-1700

**Temporary Staff Attorney** Anne L. Frievalt

To:	Board of Supervisors	
From:	Emily Fox	
Date:	January 21, 2025	
Re:	District Conflict-of-Interest Codes	
Strategic Plan Focus Area(s) Met  A Thriving Economy Safe and Healthy Communities Mandated Function Sustainable Public Lands Workforce & Operational Excellence		

#### **Discussion**

As you may recall, all local government agencies are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. Such codes and amendments thereto are not effective, however, until duly approved by the "code-reviewing body." The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes of all agencies in the county other than the Town of Mammoth Lakes.

I have reviewed the revised conflict of interest codes adopted by the Mammoth Community Water District and the Hilton Creek Community Services District and find that each complies with all applicable statutory requirements. Accordingly, I recommend Board approval.

If you have any questions regarding this item, please call or email me at <u>efox@mono.ca.gov</u> or 760-924-1712.

#### **RESOLUTION NO. 09-19-24-19**

# A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MAMMOTH COMMUNITY WATER DISTRICT ADOPTING AMENDED DISTRICT CONFLICT OF INTEREST CODE

WHEREAS, Government Code Section 87300 requires each local public agency to adopt and promulgate a conflict of interest code pursuant to the Political Reform Act for the purpose of ensuring that agency officials subject to the statute disclose economic interests that might be involved in the making or in the participation of making decisions that may foreseeably have a material effect on each official's financial interest:

WHEREAS, Government Code Section 87307 authorizes a local public agency to amend its conflict of interest code at any time; and

WHEREAS, the District's existing conflict of interest code, as last amended by the Board on August 18, 2022, requires updating due to the deletion of an obsolete MCWD job position.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Mammoth Community Water District as follows:

- 1. The Board of Directors hereby adopts the revised District conflict of interest code attached hereto, which supersedes the amended conflict of interest code adopted by the Board on August 18, 2022, and all other prior inconsistent codes, resolutions or ordinances.
- 2. Designated employees and consultants shall file statements of economic interest on FPPC Form 700 electronically with the Mono County Clerk-Recorder's Office or with the District's designated code filing officer, the Executive Assistant or her designee, who will make the statements available for public inspection and copying and file such statements with Mono County.
- 3. This conflict of interest code shall not take effect until the Mono County Board of Supervisors approves it in its capacity as code reviewing body under the Political Reform Act. The General Manager is hereby authorized and directed to submit a certified copy of this resolution with the amended District Conflict of Interest Code to the Board of Supervisors and request approval of that code.
- 4. After approval by the Mono County Board of Supervisors, the amended code attached hereto shall constitute the Conflict of Interest Code of the Mammoth Community Water District in accordance with subdivision (a) of Section 18730.

**PASSED AND ADOPTED** by the Board of Directors of the Mammoth Community Water District on this 19th day of September 2024, by the following vote:

AYES:

Directors Cage, Domaille, Hylton, Smith, and Thompson

NOES:

None

ABSENT:

None

#### MAMMOTH COMMUNITY WATER DISTRICT

Ву:

Thomas R. Smith President, Board of Directors

Attest:

Mark Busby

General Manager/Secretary

#### MAMMOTH COMMUNITY WATER DISTRICT

#### CONFLICT OF INTEREST CODE

Adopted: September 19, 2024

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, Section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code. This regulation can be incorporated by reference into any agency's code without publication in full within the code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of that regulation, Title 2, section 18730 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission from time to time are hereby incorporated by reference in full into this code and will be applied in accordance with the provisions existing on the date that any issue arising under this code adopted by the Mammoth Community Water District Board of Directors must be addressed. This cover page, the referenced and incorporated FPPC regulation, and the Appendix, which is attached hereto and incorporated herein, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Mammoth Community Water District.

Recognizing that different employees have different levels of authority and responsibility, the Appendix to this Conflict of Interest Code establishes three categories of disclosure under which employees are designated based on the scope of their decision making authority. Employees with no significant decision making responsibility are classified as exempt, and are not required to file reports under this Code.

Non-exempt District employees and officers listed in the attached Appendix are designated as persons who are deemed to make, or participate in the making of, decisions that may have a material effect on a financial interest. Consultants are also subject to the disclosure requirements of this Conflict of Interest Code if they are in a position to make decisions, or influence decisions, that could have an effect on their financial interest.

#### MAMMOTH COMMUNITY WATER DISTRICT

#### **CONFLICT OF INTEREST CODE**

#### APPENDIX OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

**Designated Positions.** The officers and employees listed below are designated as persons who are deemed to make, or participate in the making of, decisions that may have a material effect on a financial interest. Persons holding designated positions listed below will disclose interests and investments in accordance with the corresponding disclosure categories as defined below.

<b>Designated Position</b>	<b>Disclosure Categories</b>
District Engineer	1
Human Resources Manager	3
Information Services Manager	3
Purchasing Agent	3
Operations Superintendent	2
Maintenance Superintendent	2
Principal Analyst	3
District Counsel	1
Consultants <sup>1</sup>	1

Officials Who Manage Public Investments. Officials who manage public investments are deemed to be "statutory filers" within the meaning of Government Code Section 87200 and California Code of Regulations, Title 2, section 18720 because they must file statements of economic interest (FPPC Form 700) pursuant to the state Political Reform Act instead of the District's Conflict of Interest Code. The District's statutory filers are: Members of the Board of Directors, General Manager/Board Secretary and Finance Director/Board Treasurer. As a result, such persons are not designated in this code and are listed here for information only. An individual holding one of the above-listed positions may contact the Fair Political Practices Commission ("FPPC") for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether or not a position is covered by Government Code Section 87200.

<sup>&</sup>lt;sup>1</sup> Unless the General Manager determines in writing that narrower disclosure is permitted in accordance with the standards provided on page 2 of this Appendix under the heading "Consultants."

**Disclosure Categories.** The District's disclosure categories are defined as follows:

<u>Category 1- Full Disclosure</u>: All persons in this disclosure category will disclose all interests in real property within two miles of the District's boundaries, as well as all investments, business positions in business entities and sources of income, including receipt of gifts, loans and travel payments, from all sources.

<u>Category 2 – Employees with Significant Contracting and Policy Authority, But Without Authority Over Acquisition of Interests in Real Property</u>: All persons in this disclosure category will disclose all investments, business positions in business entities and sources of income, including receipt of gifts, loans and travel payments, in or from all sources that provide goods, equipment or services, including training or consulting services, of the type utilized by the District.

<u>Category 3 – Employees with Specific Contracting or Policy Authority or Who Participate in Making Specific Contracts or Policies</u>: All positions in this category will disclose all investments, business positions in business entities and sources of income, including the receipt of gifts, loans and travel payments, in or from all sources that provide services and supplies of the type utilized by the department or programs administered or managed by the designated position.

Consultants. "Consultant" means an individual who, pursuant to a contract with the District, either: (A) Makes a governmental decision whether to: (1) approve a rate, rule, or regulation; (2) adopt or enforce a law; (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; (4) authorize the District to enter into, modify, or renew a contract provided it is the type of contract that requires District approval; (5) grant District approval to a contract that requires District approval and to which the District is a party, or to the specifications for such a contract; (6) grant District approval to a plan, design, report, study, or similar item; or (7) adopt or grant District approval of policies, standards, or guidelines for the District, or for any subdivision thereof; or (B) Serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in California Code of Regulations, Title 2, Section 18702.2 or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's conflict of interest code under Government Code Section 87302. (See 2 CCR 18701(a)(2).)<sup>2</sup>

"Consultants" are included in the list of designated positions and must disclose interests and investments in accordance with the broadest disclosure category in the District's conflict of interest code, subject to the following limitation: The General Manager may determine in writing that a particular consultant, although a "consultant" and "designated position," nevertheless is

<sup>&</sup>lt;sup>2</sup> A consultant serves in a staff capacity only if he or she has an on-going relationship with the District. A consultant who works on one project or a limited range of projects for the District is not deemed a consultant subject to the reporting requirements of this code unless the project or projects extend over a substantial period of time, generally more than one year. (See *Smith* Advice Letter, FPPC No. I-99-316; Travis Advice Letter, FPPC No. A-96-053; *Randolph* Advice Letter, FPPC No. A-95-045.)

hired or retained to perform a range of duties that is limited in scope and therefore is not required to comply with any or some of the disclosure requirements described in this section. The General Manager's written determination will include a description of the consultant's duties, and, based on that description, a statement of the extent of disclosure requirements. The written determination is a public record and will be retained for public inspection in the same manner and location as the District's conflict of interest code as required by Government Code Section 81008.

New Position Added or New Consultant Hired Without Code Revision. If the District creates a new position that requires disclosure under this code without simultaneously amending the code, the employee appointed to fill such a position will file a Form 700 Assuming Office Statement and thereafter file annual Form 700 Disclosure of Economic Interest Statements using the broadest disclosure category until the District amends the code to designate the position and, if warranted, to authorize more narrow disclosure for the position. Alternatively, the General Manager may designate for any such position or consultant narrower disclosure obligations using a FPPC Form 804 (New Hire) or Form 805 (New Consultant) as appropriate. (See 2 CCR 18734.)

Filing of Form 700 Statements of Economic Interest. Persons holding designated positions shall file statements of economic interests with the Executive Assistant, who is the District's code filing officer. The Executive Assistant will retain all Forms 700 filed for the retention period provided in the District's records management policy and will, upon request, make filed statements of economic interests available for public inspection and reproduction in accordance with Government Code Section 81008. The Executive Assistant also shall file copies of all statements of economic interest with the County of Mono.

## 2024 Local Agency Biennial Notice

Name of Agency: Mammoth Community	Water District
Mailing Address: PO Box 597, Mammo	th Lakes, CA 93546
Contact Person: Stephanie Hake	Phone No. <u>760-934-2596 ext. 321</u>
Email: shake@mcwd.dst.ca.us Alt	ternate Email: na
help ensure public trust in government. The	whether officials have conflicts of interest and to biennial review examines current programs to closure by those agency officials who make or s.
This agency has reviewed its conflict of interest of	code and has determined that (check one BOX):
n amendment is required. The following	amendments are necessary:
(Check all that apply.)	
Include new positions Revise disclosure categories Revise the titles of existing positions Delete titles of positions that have been a participate in making governmental decis Other (describe)	abolished and/or positions that no longer make or ions
■ The code is currently under review by the	e code reviewing body.
No amendment is required. (If your code necessary.)	is over five years old, amendments may be
decisions. The disclosure assigned to those positions, interests in real property, and sources of in	ns that make or participate in the making of governmental ions accurately requires that all investments, business income that may foreseeably be affected materially by the ons are reported. The code includes all other provisions
MORI	September 20, 2024
Signature of Chief Executive Officer	Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

CLERK OF THE BOARD OF SUPERVISORS

<u>qbarnard@mono.ca.gov</u>

PO Box 715, Bridgeport, CA 93517

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

## 2024 Local Agency Biennial Notice

Name of Agency: Hilton Creek Community Services District
Mailing Address: 3222 Crowley Lake Drive, Crowley Lake CA 93546
Contact Person: Lorinda Beatty Phone No. (760) 965-9696
Email: info@hiltoncreekcsd.com Alternate Email: L.Beatty@hiltoncreekcsd.com
Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.
This agency has reviewed its conflict of interest code and has determined that (check one BOX):
An amendment is required. The following amendments are necessary:
(Check all that apply.)
<ul> <li>Include new positions</li> <li>Revise disclosure categories</li> <li>Revise the titles of existing positions</li> <li>Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions</li> <li>Other (describe)</li></ul>
The code is currently under review by the code reviewing body.
No amendment is required. (If your code is over five years old, amendments may be necessary.)
Verification (to be completed if no amendment is required)
This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than October 1, 2024, or by the date specified by your agency, if earlier, to:

required by Government Code Section 87302.

Signature of Chief Executive Officer

CLERK OF THE BOARD OF SUPERVISORS qbarnard@mono.ca.gov PO Box 715, Bridgeport, CA 93517

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

www.fppc.ca.gov

# HILTON CREEK COMMUNITY SERVICES DISTRICT CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 8100, et. Seq) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulations (2 California Code of Regulations Section 18730 and Section 87200) that contain the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission and Section 87200 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. These regulations and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Hilton Creek Community Services District ("District").** 

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction (Gov. Code Sec 81008). All statements will be retained by the District.

# HILTON CEEK COMMUNITY SERVICES DISTRICT CONFLICT OF INTTEREST CODE

#### **APPENDIX A**

#### **DESIGNATED POSITIONS**

<u>POSITION</u>	<b>DISCLOSURE CATEGORY</b>
GENERAL MANAGER	1,2,3
CHIEF PLANT OPERATOR	1,2,3
SEWER PLANT OPERATOR II	1,2,3
COLLECTION SYSTEM OPERATOR	1,2,3
BOARD MEMBERS	1,2,3
SECRETARY TO THE BOARD	1,2,3
FINANCE OFFICER	1,2,3
CONSULTANT/ NEW POSITIONS	*

\*Consultant/New Positions shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The General manager may determine in writing that a particular consultant, or new position, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's, or new position's, duties and, based upon that description, a statement of the extent of disclosure requirements. The General manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

An individual holding a position listed above may contact the Fair Political Practices for assistance or written advice regarding his/her filing obligations if he/she believes that the position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200.

# HILTON CEEK COMMUNITY SERVICES DISTRICT CONFLICT OF INTTEREST CODE APPENDIX B

- Interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the District and used for business or personal income.
- 2. All investments, business positions and sources of income (including receipt of gifts, loans and travel payments), from sources that are private water companies, entities or persons engaged in providing services related to sewer facility or road maintenance operations, or real estate development, within the boundaries of the District.
- 3. All investments, business positions and income (including receipt of gifts, loans, and travel payments), from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type utilized by the District.

#### MINUTE ORDER

#### HILTON CREEK COMMUNITY SERVICES DISTRICT September 10, 2024

AGENDA ITEM: 7 A – New Business – Conflict of Interest Code

SUMMARY: This item was presented to the Hilton Creek Community Services District Board (Board) to identify positions to be included and direct Staff to complete the Conflict of Interest Code and submit to the Mono County Clerk.

The Board was provided a list of all positions within the District. The Board noted that all positions would be included except: Part Time Per Diem Operator I / Electrician and Part Time Per Diem Clerical Assistants. All other positions or blends of positions would be subject to the Conflict of Interest Code as listed on Appendix "A" and includes:

#### **POSITION**

GENERAL MANAGER
CHIEF PLANT OPERATOR
SEWER PLANT OPERATOR II
COLLECTION SYSTEM OPERATOR
BOARD MEMBERS
SECRETARY TO THE BOARD
FINANCE OFFICER
CONSULTANT/ NEW POSITIONS

Motion made by Vice Chair, Isabel Connolly, seconded by Board Member Devin Preston, and approved by the following vote:

AYES: I. Connolly, D. Preston and S. Shipley

NOES: None

ABSTAIN: None

ABSENT: W. Czeschin and 1 Vacancy

Lorinda Beatty, Secretary of the Board

Dated: September 10, 2024



## REGULAR AGENDA REQUEST

<u></u> Print

MEETING DATE	January 21,	2025
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**Departments: Community Development** 

TIME REQUIRED

**SUBJECT** Appointments to the Wheeler Crest

Design Review Committee

PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

Appointments to the Wheeler Crest Design Review Committee.

#### **RECOMMENDED ACTION:**

Reappoint Bob Weiland to a three-year term on the Wheeler Crest Design Review Committee expiring on March 31, 2028, and appoint Richard Kelty to a three-year term expiring on March 31, 2028, as recommended by Supervisor Duggan.

and appoint Mondra Rolly to a timed year term exprime on Maren et a. 2020, de 1000 minoridea by Eupervisor Baggari.
FISCAL IMPACT: None.
CONTACT NAME: Olya Egorov PHONE/EMAIL: 760-924-1802 / oegorov@mono.ca.gov
SEND COPIES TO: oegorov@mono.ca.gov
MINUTE ORDER REQUESTED:  ▼ YES □ NO
ATTACHMENTS:  Click to download
WCDRC Appointments Staff Report

#### History

TimeWhoApproval1/13/2025 2:33 PMCounty CounselYes1/8/2025 8:40 AMFinanceYes1/14/2025 1:56 PMCounty Administrative OfficeYes

## Mono County Community Development Department

P.O. Box 347 Mammoth Lakes, CA 93546 (760) 924-1800, fax 924-1801 commdev@mono.ca.gov

#### **Planning Division**

P.O. Box 8 Bridgeport, CA 93517 (760) 932-5420, fax 932-5431 www.monocounty.ca.gov

January 21, 2025

**To:** Honorable Chair and Members of the Mono County Board of Supervisors

From: Olya Egorov, Planning Analyst, for Rhonda Duggan Supervisor District #2

**Re:** Appointments to the Wheeler Crest Design Review Committee (WCDRC)

#### **FISCAL IMPACT**

No fiscal impacts are expected.

#### **MEMBERSHIP UPDATE DISCUSSION**

Supervisor Duggan requests Board consideration of two membership appointments to the Wheeler Crest Design Review Committee. Per Ordinance 15-04, the Committee may operate with five to seven members total who reside or own property in the District. Up to four members shall be appointed to a three-year term and up to three members shall be appointed to a two-year term. Currently, there is one expired three-year term (previously filled by Bob Weiland), one vacant three-year term, and five active appointments.

Supervisor Duggan recommends the appointments of Bob Weiland and Richard Kelty to fill the two available three-year terms with an expiration date of March 31, 2028, to be consistent with the majority of the other terms. If approved by the Board, the Wheeler Crest Design Review Committee will be filled until the next term expires. Future vacancies will be filled at subsequent Board meetings as applications are received.

#### RECOMMENDED APPOINTMENTS TERM EXPIRES:

1.	Bob Weiland	March 31, 2028 (three-year term)
2.	Richard Kelty	March 31, 2028 (three-year term)

#### **EXISTING MEMBERS**

1.	Rico Miledi	March 31, 2025 (two-year term)
2.	Reuben Rosen	March 31, 2025 (two-year term)
3.	Alisa Adriani	March 31, 2026 (three-year term)
4.	Greta Mettauer	March 31, 2026 (three-year term)
5.	Meredith Frolio	November 30, 2026 (two-year term)

If you have any questions regarding this item, please contact Olya Egorov at (760) 924-1802 or <a href="mailto:oegorov@mono.ca.gov">oegorov@mono.ca.gov</a>. This staff report has been reveiwed by the Community Development Director.



# REGULAR AGENDA REQUEST

■ Print

MEETING DATE January 21, 2025

**Departments: Public Works - Recreation** 

TIME REQUIRED

**SUBJECT** Request for Qualifications for

Recreation Support Services

PERSONS APPEARING BEFORE THE

**BOARD** 

#### AGENDA DESCRIPTION:

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

Proposed Request for Qualifications to seek contractors to assist the County with recreation-related support services (planning, GIS, data and media management).

#### RECOMMENDED ACTION:

Approve the proposed Request for Qualifications to seek contractors to assist the County with recreation-related support services (planning, GIS, data and media management).

#### FISCAL IMPACT:

This item does not cause a General Fund Impact. Any use of this service will be paid out of Grant or other outside funding sources.

**CONTACT NAME:** Marcella Rose

PHONE/EMAIL: 760-616-4953 / mrose@mono.ca.gov

**SEND COPIES TO:** 

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

☐ YES 
▼ NO

#### ATTACHMENTS:

Click to download

Staff Report

Request for Qualifications

History

Time Who Approval

1/13/2025 3:54 PM	County Counsel	Yes
1/14/2025 10:24 AM	Finance	Yes
1/14/2025 2:06 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 www.monocounty.ca.gov

**Date:** January 21, 2025

**To:** Honorable Chair and Members of the Board of Supervisors

From: Marcella Rose, Sustainable Recreation Coordinator

**Subject:** Recreation – Request for Qualifications for Recreation Division Support Services

#### **Background:**

The County currently contracts for various services that support the Recreation Division, including services such as GIS, data management, graphic design, and planning assistance. The current contract with Mammoth Lakes Trails and Public Access Foundation (MLTPA), that provides for much of these services, is set to expire on June 30, 2025. Replacement of this contract is necessary to continue operations of the Recreation Division.

#### **Discussion:**

This Board item proposes that the Board approve the initiation of a Request for Qualifications (RFQ) for "Recreation Division Support Services: Planning, GIS, Data and Media Management." Work performed as a result of this RFQ is to be paid for out of non-General Fund sources, including the Geothermal fund, grant funds, and Local Transportation Committee (LTC) funds.

Final contract award amounts will negotiated based on services provided. Since we do not know what consultants will be applying, and since this RFQ if for a wide range of services that could require 1 to 3 separate consultants, we will be bringing the contract awards back to the Board for affirmation.

It is anticipated that the RFQ process will resolve before the expiration of the current MLTPA contract.

If you have any questions regarding this item, please contact me at (760) 616-4953.

Respectfully submitted,

Marcella Rose - Sustainable Recreation Coordinator

Attachments: Reference 1 - Recreation Division support RFQ

Reference 2 - Sample contract for RFQ

# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SUSTAINABLE OUTDOORS AND RECREATION

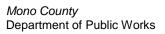
## **REQUEST FOR QUALIFICATIONS**

# AS-NEEDED RECREATION DIVISION SUPPORT: PLANNING, GIS, DATA, & MEDIA MANAGEMENT



Date Released: February 1, 2025

Submission Deadline: March 02, 2025 by 3:00 PM



Request for Qualifications
As-Needed Recreation Division Support

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#### REQUEST FOR QUALIFICATIONS

On-Call, As-Needed Recreation Division Support: Planning, GIS, Data, and Media Management

#### I. INTRODUCTION

The County of Mono (County) Sustainable and Outdoors Recreation (MCSOAR) division is issuing a Request for Qualifications (RFQ) to qualified consultants and firms to provide its Department of Public Works (Department) with planning, GIS, data collection and analysis, & media management (including graphic design and website management) to assist with current and future Mono County recreation projects. The response to this solicitation will be in the form of a Statement of Qualifications (SOQs). SOQs received from interested consultants and firms will be evaluated for the professional qualifications, experience, and competence deemed necessary for the satisfactory completion of requested services. County may award up to four (4) contracts to consultants or firms, if qualified, to provide Department on an as-needed, on-call basis, the division support services described in Section III: Scope of Services of this RFQ.

The main purpose of this solicitation is to identify and contract with qualified consultants that may receive requests on an as-needed basis for specific studies and/or other services related to planning, GIS, data, and media management. Consultants who specialize in a specific area of these services may submit a proposal to provide a particular service under the RFQ; for example, planners may submit a proposal solely to fulfill project-specific requests for assistance with environmental review.

Any contract awarded pursuant to this RFQ shall be limited to a duration of three (3) years with the option to renew for an additional two (2) years and may be subject to a probationary period of up to (1) year. The maximum annual amount of any sum paid by the County pursuant to any individual consultant contract awarded pursuant to this RFQ shall be negotiated based on services provided by each contractor selected. Interested consultants and firms shall review the attached sample contract. Any contract awarded pursuant to this RFQ will be in substantially the same form as the sample contract.

In the event that a project utilizes federal dollars, this RFQ is structured to meet Architectural and Engineering (A&E) requirements most commonly triggered by federally funded transportation projects. Disadvantaged Business Enterprise (DBE) goals may be adjusted accordingly for projects leveraging federal dollars, as discussed in later sections of this RFQ.

#### II. DESCRIPTION OF PROJECTS

Mono County Public Works, through its Sustainable Outdoors and Recreation (MCSOAR) Division, works on projects in partnership with state, federal, and non-profit agencies. See Exhibit 3 – Project Examples.

Consultant(s) selected to provide on-call services to MCSOAR will be expected to enter into a parent contract with the County to govern the provision of those services. After the parent contract is signed, MCSOAR shall submit project-specific requests to the short-list of selected consultants on an as-needed basis. Consultants shall respond to each project-specific request with a Scope of Work (SOW) and cost estimate. If selected by MCSOAR, a SOW Letter reflecting the proposal and estimated cost shall be drafted, signed by the County and Consultant, and appended to the parent contract.

Project-specific requests shall comply with the requirements of all of the following without limitation, and shall apply to this RFQ, and any subsequent contract as though incorporated herein by reference:

- a. Federal laws
- b. State laws
- c. Local laws
- d. Rules and regulations of governing utility districts
- e. Rules and regulations of other authorities with jurisdiction over the procurement of products

Issued projects will be funded with local, state, and federal dollars requiring the Consultant to follow all pertinent local, state, and federal laws and regulations. The DBE goal will be 0% for this RFQ. For projects funded with federal dollars, the DBE goal may be adjusted accordingly in the SOW Letter, and the Consultant may need to comply with additional requirements. Special attention is directed to Attachment 1 – Local Assistance Procedures Manual, Exhibit 10-I.

#### III. SCOPE OF SERVICES

In relation to individual Projects, consultant(s) or firm(s) shall perform or provide planning, GIS, data collection and processing, & media management services (including graphic design and website management) for Projects as specified in task orders issued pursuant to any contract awarded pursuant to this RFQ. While it is not possible to list all the services that may be requested by MCSOAR to support the division in planning, GIS, data, and media management during the term of the parent contract, project-specific requests may include, or be similar in nature to, the following:

#### Planning services:

- Various planning services related to a project or issue which may include, but is not limited to, the development of policies/regulations, visual renderings, site plan alternatives, or creation of short- and long-term planning documents, such as master plans, project standards and templates, etc.
- Environmental analysis and reviews as requested, including preparing any required technical studies to complete CEQA and NEPA documents. Anticipated environmental analyses include §15183 exemptions, (mitigated) negative declarations, and environmental impact reports. Specific environmental study areas of interest include biological resources, hydrology/water resources, and archaeological/tribal cultural resources.

Page 3

- Conceptual designs to solicit input and identify preferred options prior to development of construction plans. The Consultant may be required to examine and present project alternatives.
- Project management activities and the scope of activities such as coordinating and being
  responsible for scheduling meetings, managing the project schedule, preparing and
  distributing minutes/notes, field reviews, tracking action items for MCSOAR and
  subcontractors, and preparing submissions for MCSOAR.

Similar RFQs and resulting contracts within the County in the past have included the following planning-related projects during the term of the parent contract:

- NEPA and CEQA Document Preparation e.g., §15183 Exemptions, Addendums, Negative Declarations, Environmental Impact Reports
- Botanical and Wildlife Field Surveys
- Geotechnical Studies
- Greenhouse Gas Emissions and Water Resources Analyses
- Visual Impact Analyses
- Design Concepts and Review
- Archeological and Cultural Resource Studies
- Transportation and Trails Planning

#### GIS services:

- Create static maps using predetermined color and font specifications.
- Manipulate spatial data in a GIS environment.
- Create and maintain dynamic web maps using ArcGIS online.
- Create and maintain GIS data sets for the division.

#### Data services:

- Assist with data collection efforts, including collection methodology design (including through use of data collection devices and / or in-situ observations), familiarity of data collection devices (such as trail counters, trail cameras, Survey 123, etc.), and necessary install of data collection devices and routine data collection.
- Ability to process a variety of data, ex. Mapping of GPS data points and performing spatial analyses; data manipulation in Excel or similar programs; possible statistical analysis of data.
- Ability to present data results in an acceptable and professional format.

#### Media Management Services:

- Assist with the development of campaigns and educational materials (virtual and printed)
  relevant to the division, including assistance with conceptualization\*, graphic design, and
  printing / publishing of materials.
  - o Knowledge of graphic design software and ability to import and manipulate spatial data for cartographic improvements.
  - Creation of templates for repetitive projects
- Assist with the technical management of web-pages in various formats. Ability to design professional looking web projects and update them over time. Knowledge of embedding media into websites, and how to link a website to a mobile application.

Requested planning, GIS, data, and media management services and work may include other related professional and administrative tasks to assist County depending on the scope of the

proposed project. Consultants and firms submitting SOQs do not have to perform all services and/or work listed above. Consultants and firms with experience and expertise providing a particular type of service or work will be considered for contracted services or work, if deemed relevant to future Department project requirements.

#### IV. PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The Consultant's personnel shall typically be assigned to and remain on specific Projects/deliverables until completion and acceptance of the Project/deliverables by Mono County. After the County Contract Manager's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the County Contract Manager's prior written approval. The removal or replacement of personnel after execution of a Project Task Order shall require written approval from the Local Agency Contract Manager.

The County Contract Manager shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel. If at any time the level of performance is below expectations, the County Contract Manager may direct the Consultant to immediately remove Consultant personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by this Contract for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant.

Relevant personnel shall meet the minimum qualifications for their field identified in, but not limited to, in A through D below.

#### A. Planning

a. Strong understanding of the planning process; familiarity with outdoor recreation issues and management, relevant regulations, codes, policies, and regional issues

#### B. GIS

- a. Familiarity with ESRI products such as Arcmap, ArcGIS Online, Field Collector, Avenza, Google Earth, and similar products
- b. Knowledge of geographic file formats such as shapefile, kml, etc.
- c. Familiarity of where to obtain necessary data layers or how to create geographic data from scratch

#### C. Data

- a. Skill in data management programs such as Microsoft Excel or similar
- b. Familiarity with common data collection and analysis techniques

#### D. Media Management

- a. Skill with graphic design process and software, such as the Adobe suite (Photoshop, Illustrator). Ability to manipulate spatial data for cartographic improvement.
- b. Experience with website management, ex. HTML, Wix, or other website management software.

#### V. PROPOSAL SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the evaluation and selection process, and to help assure consistency in format and content.

The proposals submitted in response to this RFP will be used as a basis for selecting Consultant(s) to provide on-call planning, GIS, data, and media management services. The Consultant's proposal will be evaluated and ranked according to the Evaluation Criteria. Consultants who specialize in a specific area of the requested services may submit a proposal to provide a particular service under the RFP; for example, planners may submit a proposal solely to fulfill project-specific requests for environmental review.

Proposals shall contain the following information:

#### A. Cover Letter

The cover letter shall be addressed to:

Marcella Rose, Sustainable Recreation Manager Mono County Sustainable Outdoors and Recreation 74 North School Street P.O. Box 457 Bridgeport, CA 93517

The letter shall be on the Consultant's letterhead and include the Consultant's contact name, mailing address, telephone number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the cover letter.

The letter shall be wet signed in blue ink by the individual authorized to bind the Consultant to the proposal.

#### B. Executive Summary

Provide a brief introduction to the consultant or firm and address the consultant's or firm's understanding of the services requested in this RFQ. Provide a brief overview of how the consultant or firm is structured and operated. Describe the consultant's or firm's scope of services and general approach to successfully providing the requested services. If applicable, describe any specific techniques that will be used, including administrative or operations expertise.

The executive summary shall be on the consultant's or firm's letterhead and include the consultant's or firm's contact name, mailing address, telephone number, and email address.

#### B. Recent Relevant Project Experience

Provide a detailed but succinct review of the consultant's or firm's past experience. MCSOAR prefers proposals that demonstrate successful completion of comparable projects. Examples must illustrate the quality, type, and past performance of the consultant's or firm's project team including work accomplished. Include specific types of projects completed, names of clients, duration, and description of services. Consultants and firms should choose experience related to the provision and performance of the Planning, GIS, data, & media management described in this RFQ. At a minimum, proposals shall include descriptions of three (3) previous projects completed within the past five (5) years, which ideally will include the following information:

- a. Contracting agency
- b. Contracting agency Project Manager
- c. Contracting agency contact information
- d. Contract amount
- e. Funding source
- f. Date of contract
- g. Date of completion
- h. Project objective
- i. Project description
- j. Project outcome

Indicate if the Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

#### C. Professional Qualifications and Quality of Staff

Proposals shall designate a Project Manager for all services that would be performed under any contract awarded pursuant to this RFQ. Provide qualifications, roles, and responsibilities for the designated Project Manager. Identify all consultant team members that would be involved in performing the Planning, GIS, data, & media management and provide resumes for each. Resumes must show relevant experience, length of employment, and any credentials or certifications currently held by each team member who would perform Planning, GIS, data, & media management for the county.

If a subconsultant would be responsible for any portion of work, those items must be listed separately, indicating the subcontractor to be used, specific work performed, and personnel responsible for work identified. All resumes, certifications, and credentials shall be provided for all subcontractor personnel. Identify all subcontracts that will be used for any portion work; no work shall be subcontracted unless listed in the SOQ and shown separately on consultant's cost proposal, if requested.

#### D. Familiarity with Recreational Issues in Mono County

Briefly describe the consultant's or firm's familiarity with typical recreational opportunities and challenges that may be encountered in Mono County and the Great Basin area.

#### E. References

Provide a reference list including names, telephone numbers, and email addresses for a minimum of three (3) clients for which the consultant or firm has performed the services described in Section III: Scope of Services, or similar services as outlined in the consultant's or firm's scope of services.

#### F. Cost Proposal

Consultant cost proposals shall  $\underline{\text{NOT}}$  be submitted with the consultant's SOQ in response to this RFQ.

To ensure that MCSOAR is able to acquire professional services based on the guidelines set forth in the Brooks Act and Government Code 4526, proposals should include a cost proposal set forth in a rate sheet. Consultants may be required to submit certified payroll records. **Each proposal should contain a rate sheet in a separate sealed envelope**, which is confidential and will be unsealed after all proposals have been reviewed and the most qualified consultant(s) have been selected.

Requested cost proposals shall provide specific hourly rates of compensation (Direct Costs) for each employee or class of employee engaged directly in the work. Other Direct Costs may be included in the cost proposal, such as travel, mileage, printing, etc. Any Other Direct Costs, regardless of amount, shall be listed separately on the cost proposal. If an Other Direct Cost is not listed in the final negotiated cost proposal, no payment will be made for that Other Direct Cost on any Task Order issued for any County Project. The selected consultant(s) or firm(s) will be reimbursed for hours worked at the hourly rates specified in the consultant's or firm's approved cost proposal, plus any allowable Other Direct Costs.

Note, Contractor may amend its Cost Proposal Schedule of Fees once per fiscal year for any contract awarded pursuant to this RFQ, commencing on June 30, 2025, by sending County a revised Schedule of Fees no later than May 31, 2025. Upon written agreement by the Director of Public Works, or authorized designee, the new Schedule of Fees shall apply to all Task Orders issued pursuant to this Agreement on or after July 1 (start of the next fiscal year). If contractor does not amend their Schedule of Fees as provided above, the existing schedule of fees shall remain in effect each subsequent year for the term of the contract. Refer to Section VI. A. below for RFQ evaluation process regarding submitted cost proposals.

This RFQ is structured to meet A&E requirements in the event that a project utilizes federal dollars. When applicable, the selected Consultant(s) shall comply with Chapter 10.1.3. of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.

#### G. Conflict of Interest

The Consultant must provide a disclosure of any financial, business or other relationship that the prospective Consultant has with the County or any County employee that may have an impact upon the outcome of the selection process of this project. Alternatively, the Consultant shall provide a signed statement that no disclosure is being made because no such relationship exists.

Throughout the term of the parent contract, any person, firm, or subsidiary thereof who provides Design Engineering Services and/or Construction Engineering Services under a contractual

relationship with the construction contractor(s) on local projects must disclose the contractual relationship, the dates, and the nature of the services, when applicable. The Consultant and its subconsultants must disclose any financial or business relationship with the construction contractor(s), when applicable.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the parent contract, any Design Engineering services including claim services, Lead Project Management services, and Construction Engineering Services provided to all other clients on any local project, when applicable.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts throughout the term of the parent contract to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of MCSOAR's projects. The submitted documentation will be used for determining potential conflicts of interest, when applicable.

If the Consultant discovers a conflict during the execution of a project-specific request, the Consultant must immediately notify MCSOAR regarding the conflicts of interest. MCSOAR may terminate the project-specific request involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify MCSOAR may be grounds for termination of the parent contract.

#### H. Contract Agreement

Consultants and firms shall carefully review the sample contract included as Exhibit 1 to this RFQ, including all attachments, exhibits, and appendices thereto, and indicate if there are any exceptions or necessary changes to the requirements and language of the sample contract. All attachments, exhibits, and appendices attached to the sample contract may be included as part of any contract awarded pursuant to this RFQ, but may also be subject to negotiation specific to the award. Any subcontract(s) must contain all required provisions of the prime contract.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a Consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

#### I. Additional Requirements: Federal Aid Provisions

For projects funded with federal dollars, the DBE goal may be adjusted accordingly in the SOW Letter, and the Consultant may need to comply with additional requirements. Special attention is directed to Attachment 1 – Local Assistance Procedures Manual, Exhibit 10-I.

Upon execution of contract(s) for projects funded with federal dollars, the Consultant will be required to follow applicable federal-aid requirements. The Consultant shall demonstrate familiarity in providing services for federally funded projects and a clear understanding of requirements outlined in the Local Assistance Procedures Manual.

MCSOAR expects the majority of project-specific requests to be exempt from Federal-Aid Provisions.

#### VI. EVALUATION OF PROPOSALS AND SELECTION OF CONSULTANT(S)/FIRM(S)

#### A. Evaluation Process

All proposals will be reviewed and scored by a selection committee comprised of County Department staff. The committee will evaluate each proposal meeting the qualification requirements set forth in this RFQ. The evaluation and selection process may include oral interviews and reference checks. The Consultant will be notified of the time and place of oral interviews and if any additional information is required for submission. Any contract(s) awarded pursuant to this RFQ will be based on consultant(s)' and firm(s)' demonstrated professional qualifications, experience, and competence that County deems necessary for the satisfactory performance of the services and work described in this RFQ. Additionally, interested consultants and firms must provide for "fair and reasonable prices" for the proposed services and/or work requested. Proposals shall contain a rate sheet for services in a separate sealed envelope. Upon completion of the evaluation and selection process, only the rate sheets from the most qualified Consultant(s) will be opened to begin cost negotiations. All unopened rate sheets will be destroyed at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, the Committee will recommend one or more parent contract(s) to be awarded.

Upon completion of the evaluation and selection process, MCSOAR will begin negotiations with the most qualified consultant or firm. Thereafter, the County and the selected consultant(s) or firm(s) will, if necessary, negotiate the terms and conditions of a contract, and cost rates to be included in any fee schedule in the contract. Should negotiations fail or result in a price the County does not consider fair and reasonable, negotiations will be formally terminated, and the County will begin negotiations with the next highest ranked consultant(s) or firm(s).

#### B. Evaluation Criteria

Statements of Qualification will be scored on a zero-to-five-point rating according to Table 1 based on the Evaluation Criteria in Table 2; refer to Table 1 and 2 below. The scores for each Evaluation Criteria will then be multiplied according to their assigned weight in Table 2 to arrive at a cumulative weighted score for each SOQ. The final maximum score for any project is five hundred (500) points. Thereafter, SOQs will be ranked according to their scores. A SOQ with a higher score total will be deemed of greater quality than a SOQ with a lesser score total.

**TABLE 1: EVALUATION RATING SCALE** 

Rating	Scale	Rating Description
0		Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4		Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

**TABLE 2: EVALUATION CRITERIA** 

No.	Evaluation Criteria	Weight
1	Completeness of response.	Pass / Fail
2	Understanding of the work to be done	25
3	Experience with similar kinds of work	20
4	Quality of staff for work to be done	15
5	Familiarity with recreational issues in Mono County / Great Basin Area	10
6	Local Presence	10
7	Financial Responsibility	10
8	Demonstrated Technical Ability	10
9.	Conflict of Interest statement	Pass / Fail
	TOTAL	100

#### 1. Completeness of Response (Pass/Fail)

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete and be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail will not be considered and may be picked up at the delivery location within fourteen (14) calendar days of contract award and/or the completion of the evaluation and selection process.

#### 2. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with MCSOAR that may have an impact upon the outcome of the contract.
- b. Lists current clients who may have a financial interest in the outcome of this contract.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on future construction project(s).

#### C. Schedule

A tentative schedule for this RFQ process is set forth below in Table 3. The County reserves the right to modify the tentative schedule set forth in Table 3 in its sole discretion.

TABLE 3: RFQ SCHEDULE [TENTATIVE]

Description	Date
RFQ Advertisement	Feb 1, 2025
Proposal Submission Deadline	March 02, 2025
Preliminary Selection of Top-Ranked Firms	March 14 2025
Contract Negotiations	March 15, 2025
Board of Supervisors Approval of Contract Awards	Available BOS meeting, April 2025
Contract Awards	April – May 2025

#### D. Selection

The County's selection process will be fair and reasonable. No County employee will be allowed to participate in the selection process that has a financial interest or business relationship with any consultant(s) or firm(s) seeking any contract pursuant to this RFQ. Consultants and firms will be notified in writing within ten (10) business days of the County's preliminary selection of top-ranked firms and thereafter of the County's decision to award a contract.

#### E. Interviews

The County does not plan to conduct formal interviews of consultant(s) and firm(s) for the purpose of evaluation. However, if interviews are held, then interview topics and discussion will be limited to the evaluation criteria provided in Table 2 above.

#### F. Rejection and Non-Commitment

SOQs that do not provide all information specified in this RFQ will be rejected without evaluation. Late submittals or submittals to the wrong address or location will also be rejected. Further, County reserves the right to accept or reject any and all SOQs. Finally, this RFQ does not commit the County or the Department to award a contract or to procure or contract for any of the services described in this RFQ.

#### VII. CONTRACT AWARD, PROTEST PROCEDURES, & TASK ORDER PROCEDURE

#### A. Contract Award

Following the evaluation, selection, and successful negotiation with the most qualified consultant(s) or firm(s), the contract administrator may recommend up to four (4) contracts be awarded. No contract awarded pursuant to this RFQ shall be in effect until it is approved by County, Department, or an authorized representative of either, and the selected consultant(s) or firm(s). Any contract awarded as a result of this RFQ will be awarded without discrimination based on race, color, religion, sex, disability, medical condition, marital status, age, sexual orientation, national origin, or membership in any other class subject to the protections of Title VII of the 1964 Civil Rights Act (42 U.S.C. § 2000e et seq.) and the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.).

#### B. Protest Procedures

Consultants and firms may file a protest in accordance with the directions provided in this Article VII with respect to the qualifications or responsibility of the selected consultant or firm.

The protest period shall commence immediately upon the County's issuance of a Notice of Intent to Award a contract and shall remain open until 4:30 PM of the fifth (5th) business day following the date of the Notice of Intent to Award a contract ("Protest Deadline"). All protests must be received by the County, as described in this Article VII, by the Protest Deadline. Untimely protests will not be accepted or considered. Postmarks will not be accepted. Failure to timely file a written protest by the Protest Deadline shall constitute a waiver of the right to protest.

Protests must be submitted in and include the following information: (1) the name of the person or entity making the protest; (2) the name of the project; (3) a complete statement of all legal and factual grounds for the protest; (4) any documentation supporting the protestor's grounds for relief; and (5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the protest. The protested consultant or firm shall have three (3) business days to respond to the Department of Public Works' investigation and to provide any information requested by the Department of Public Works. The Department of Public Works shall notify the protested consultant or firm of any evidence reflecting upon its responsibility, afford the protested consultant or firm an opportunity to rebut such evidence, and allow the protested consultant or firm to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings. Thereafter, the Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the protest.

In addition to other requirements related to claim presentation, the protest procedure described in this Article VII must be pursued and exhausted before any person or entity may commence litigation against the County, or any of its officers, agents, or employees, related to or arising out of the award of a contract to the consultant or firm whose selected SOQ could have been the subject of a protest as outlined above.

Consultants and firms may submit protests to the County by mail, facsimile (fax), or electronically. Protests submitted by mail (USPS, UPS, FedEx, Golden State Overnight, etc.) must be addressed and delivered to the Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, Attn: Marcella Rose, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted by facsimile (fax) must be sent to 760.932.5441. Protests submitted electronically should be emailed to Marcella Rose at mrose@mono.ca.gov.

#### C. Task Order Procedure

The County will determine for each Project whether Planning, GIS, data, & media management are needed. Where services are needed, the County will prepare a draft task order for delivery to consultant or firm awarded a contract pursuant to this RFQ. The draft task order will identify the specific scope of services needed, expected results, project deliverables, project schedule, period of performance, and will designate a County Project Coordinator. A consultant or firm awarded a contract under this RFQ will be expected to review and return to the County within ten (10) calendar days the draft task order with a written cost estimate that includes for the specific Project, a total dollar amount based on the estimated number of hours per staff position, the hourly rates per staff position, anticipated reimbursable expenses, overhead, and fees if any. Cost shall be based on wage rates established in the Consultant's approved Cost Proposal negotiated pursuant to this RFQ. The County will evaluate the task order and cost estimate received based on some, or all, of the following evaluation criteria:

- responsiveness to the task order request
- availability of personnel
- staff capability to provide services
- completion time
- experience of consultant
- specialized expertise
- past performance of consultant

If the task order and cost estimate are accepted, the final task order shall be signed by both the County and the selected consultant or firm prior to it becoming effective. Notwithstanding the foregoing, a task order will only be valid if the underlying contract was in effect when the task order was issued.

#### VIII. SUBMISSION OF STATEMENT OF QUALIFICATIONS

All qualified consultants and firms interested in providing the services described in this RFQ are invited to submit a SOQ. To be considered, SOQs must be submitted by **Feb 29, 2025 prior to 3:00 PM (Submission Deadline)** to Department as provided below:

# If by US Mail, FedEx, UPS, GSO or Personal Delivery:

Mono County Department of Public Works
Attn: Marcella Rose, Sustainable Recreation Manager
74 North School Street
P.O. Box 457
Bridgeport, CA 93517

#### If by Email (preferred):

Marcella Rose, Sustainable Recreation Manager mrose@mono.ca.gov

NOTE: Due to the Department's location, overnight delivery to Bridgeport, California by USPS, FedEx, UPS, GSO and other similar carriers is actually scheduled as a two-day delivery and may take at least two (2) days to deliver, and consultants and firms should plan accordingly.

Consultant cost proposals shall NOT be submitted with the consultant's SOQ in response to this RFQ. A cost proposal will be requested from the selected consultant(s) or firm(s) following the final ranking of submitted SOQs. Interested consultants are not required to submit a hard copy of their SOQ and cost proposal if submitting electronically. Any SOQ received prior to the Submission Deadline may be withdrawn or modified by written request of the consultant or firm prior to the Submission Deadline. Proposals received and not withdrawn prior to the Submission Deadline shall remain in effect for 90 days following the Submission Deadline or until a final contract(s) is awarded pursuant to this RFQ, whichever occurs first.

#### IX. INQUIRES

Interested consultants and firms should register with the County's Bid Management System (BMS) and join the Planholder List for this RFQ. The BMS and Planholder List can be accessed by visiting <a href="http://bids.monocounty.ca.gov">http://bids.monocounty.ca.gov</a>. Then, click "Click here to create a new user account." After creating an account, consultants and firms can search all requests for proposals, qualifications, and bids released by the County. After finding this RFQ on the BMS, click "Add me to the Planholder List." Thereafter, to the right of this RFQ listing, consultants and firms can click on "View Details" to view and obtain the project summary, status, bid due date, an up-to-date Planholder List, and supporting documents for this RFQ. If you would like assistance creating an account and using the BMS, please contact the Department at (760) 932-5440 or monopw@mono.ca.gov for assistance.

Any questions or requests for clarification related to this RFQ must be submitted to the Department through the BMS by clicking "Ask a question about this solicitation." All such questions and requests must be submitted before the Submission Deadline. No questions will be accepted via telephone and oral explanations or instructions shall not be considered binding

on behalf of the County. Should it be found that clarification is required for information set forth in this RFQ, the Department may issue a written addendum to address the matter. Addenda will only be issued via the BMS. Any written addenda issued relating to this RFQ will be incorporated into the terms and conditions of any contract awarded pursuant to this RFQ.

#### X. LIABILITY

The County will not, in any event, be liable for any "pre-contractual expenses" incurred by consultants and firms preparing SOQs in response to this RFQ. Consultants and firms may not include any such expenses as part of their SOQ. "Pre-contractual expenses" are defined as expenses incurred by a consultant or firm in preparing a proposal in response to this RFQ, submitting a SOQ to the County, negotiating with the County on any matter related to this RFQ, or any other expenses incurred by a consultant or firm prior to the date of contract acceptance.

All SOQs and any contract awarded pursuant to this RFQ shall become the exclusive property of the County and will be subject to the California Public Records Act (Government Code Section 6250 et seq.). Those elements in each proposal which a consultant or firm considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY." The County will not in any way be liable or responsible for the disclosure of any such elements, materials, or records including, without limitation, those so marked if disclosure is deemed to be required by law or court order.

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#### AGREEMENT BETWEEN THE COUNTY OF MONO AND **IPLACEHOLDER** FOR THE PROVISION OF RECREATION DIVISION SUPPORT: PLANNING, GIS, DATA, AND MEDIA MANAGEMENT SERVICES ON AN AS-NEEDED BASIS

#### INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County"), may from time-to-time have the need for the planning, GIS, data, and media management services of [PLACEHOLDER] of [LOCATION] (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

#### TERMS AND CONDITIONS

#### 1. SCOPE OF WORK

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in such Task Order as are issued from time-to-time to Contractor by the Director of Public Works, or an authorized representative thereof, during the term of this Agreement; such Task Orders will be substantially in the form as shown in Attachment A and, in order to be binding on Contractor, must be signed by an authorized representative of Contractor. All such duly-issued and signed Task Orders are incorporated herein by reference.

The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Contractor by the County under this Agreement. The County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference.

#### 2. TERM

The term of this Agreement shall be from [DATE], through [DATE] unless sooner terminated as provided below. A one (1) year probationary period may be enacted to determine contractor ability to provide services.

#### 3. CONSIDERATION

- Compensation. The County shall pay Contractor in accordance with the "Schedule of Fees" (set forth in Attachment B, attached hereto and by reference incorporated herein) for the services and work described in any Task Order issued pursuant to this Agreement.
- В. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.
- No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the County any additional consideration, compensation, salary, wages, or other type

of remuneration for services or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

- D. <u>Limit Upon Amount Payable Under Agreement</u>. Neither the total annual sum of all payments made by the County to Contractor for services and work performed under this Agreement, nor the total sum of all payments made by the County to Contractor for services or work performed pursuant to any specific Task Order shall exceed CONTRACT AMOUNT TO BE NEGOTIATED UPON SELECTION in any twelve-month period (hereinafter referred to as "Contract Limit"), unless this Agreement is modified, as provided in paragraph 24 below. The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the Contract Limit.
- E. <u>Billing and Payment</u>. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in the applicable Task Order, which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

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

#### F. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, the County will not withhold any federal or state income taxes or social security from any payments made by the County to Contractor under the terms and conditions of this Agreement.
- (2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand fifteen hundred dollars (\$1,500.00).
- (3) Except as set forth above, the County has no obligation to withhold any taxes or payments from sums paid by the County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by the County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the State Franchise Tax Board.

#### 4. WORK SCHEDULE

Upon the County's issuance of a "Notice to Proceed" with respect to a specific Task Order, Contractor's obligation is to perform, in a timely manner, the services and work identified in that Task Order. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County

will be performed within the time frame set forth in the Task Order, unless circumstances outside Contractor's control cause delay and contractor provides timely notice of such circumstances.

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

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

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

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

#### 7. COUNTY PROPERTY

- A. <u>Personal Property of the County.</u> Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.
- B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, CAD files, GIS files, Adobe files, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties and supporting files to the County.

#### 8. WORKERS' COMPENSATION

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

Page 3

Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no
employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to
County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed
with a waiver of subrogation in favor of County for all work performed by Contractor, its employees,
agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising
from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.
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9.	INSURANCE
wri dar	Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do begin as of the effective date of this Agreement, commencing at such other time as may be authorized in ting by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or mages to property which may arise from or in connection with the performance of the work hereunder and the ults of that work by Contractor, its agents, representatives, employees, or subcontractors:
	General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000.000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
	Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
	Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/\$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage if cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
	Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/\$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any B. of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County. If this Agreement contains an automatic annual renewal provision, then the Contractor shall provide County with an updated certificate of insurance and additional insured endorsement meeting the above requirements and applicable to the renewal term, by no later than June 30 of the then-current term, or this Agreement will automatically terminate on June 30 and shall not renew for the subsequent term.

- C. <u>Deductible, Self-Insured Retentions, and Excess Coverage</u>. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.
- D. <u>Waiver of Subrogation</u>. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement necessary to effectuate this waiver, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
- E. <u>Subcontractors</u>. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.
- F. Requirements Based on Scope of Work. County reserves the right to add to or modify these requirements, including limits, based on the nature of the risk or other special circumstances associated with any individual Task Order issued under this Agreement.

### 10. STATUS OF CONTRACTOR

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

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

### 11. DEFENSE AND INDEMNIFICATION

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

costs, including reasonable litigation costs and attorney's fees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or Contractor's agents, officers, employees or any one employed by any of them, or anyone for whom those negligent acts or omissions, recklessness, or willful misconduct any of them may be liable. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

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

### 12. RECORDS AND AUDIT

- A. <u>Records</u>. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.
- B. <u>Inspections and Audits</u>. Any authorized representative of the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which the County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

### 13. NON-DISCRIMINATION

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

### 14. TERMINATION

This Agreement may be terminated by the County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days' written notice of such intent to cancel. In addition, without canceling or terminating this Agreement, the County may, without cause and at will, cancel any particular Task Order issued to Contractor by giving Contractor 48-hours' written notice of its intent to cancel that Task Order. In either event, the County shall pay Contractor for services and work satisfactorily performed by Contractor before delivery of the County's cancellation notice. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) calendar days' written notice of such intent to cancel to the County.

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

### 15. ASSIGNMENT

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

Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

### 16. DEFAULT

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

For contracts that renew annually, termination for failure to provide required insurance certificates and endorsements shall be as set forth in paragraph 9.B.

### 17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 24 below.

### 18. CONFIDENTIALITY

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

### 19. CONFLICTS

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

### 20. POST-AGREEMENT COVENANT

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

### 21. SEVERABILITY

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

### 22. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 24 below.

### 23. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

### 24. AMENDMENT

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

### 25. NOTICE

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

### County of Mono:

Public Works Department Attn: Marcella Rose PO Box 457; 74 North School Street Bridgeport, CA 93517 mrose@mono.ca.gov

### Contractor:

[CONTRACTOR NAME] [ATTN:] [MAILING ADDRESS] [CITY, STATE, ZIP] [EMAIL ADDRESS]

### 26. ENTIRE AGREEMENT

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

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

COUNT	TY OF MONO:		CONTR	RACTOR:
By:			By:	
Name:	[PLACEHOLDER]		Name:	[PLACEHOLDER]
Title:	[PLACEHOLDER]		Title:	[PLACEHOLDER]
Date:			Firm:	[PLACEHOLDER]
			Date:	
APPRO	VED AS TO FORM:			
County	Counsel	Date		
APPRO	VED BY RISK MANAGEMENT:			
Risk Ma	ınagement	Date		

### **ATTACHMENT A**

### AGREEMENT BETWEEN THE COUNTY OF MONO AND [PLACEHOLDER]

## FOR THE PROVISION OF RECREATION DIVISION SUPPORT: PLANNING, GIS, DATA, AND MEDIA MANAGEMENT SERVICES ON AN AS-NEEDED BASIS

### TERM:

FROM: [DATE] TO: [DATE]

### SCOPE OF WORK:

Pursuant to individual Task Orders, as described below, Contractor shall provide all labor, equipment, materials, supplies, research, transportation, taxes, and cover all other costs required to perform planning, GIS, data, and media management services for the County. In general, project work will support the Recreation division in a variety of project types and formats. Task Order work may include some, or all, of the following:

### Planning services:

- Use of expertise to create short- and long-term division planning documents, such as master plans, project standards and templates, etc.
- Plan document creation research, authoring, formatting, etc.
- Assist in various planning-related tasks for a variety of projects, such as site selection, data analysis, or reporting, etc.

### GIS services:

- Create static maps using predetermined color and font specifications.
- Manipulate spatial data in a GIS environment.
- Create and maintain dynamic web maps using ArcGIS online.
- Create and maintain GIS data sets for the division.

### Data services:

- Assist with data collection efforts, including collection methodology design (including through use of data collection devices and / or in-situ observations), familiarity of data collection devices (such as trail counters, trail cameras, Survey 123, etc.), and necessary install of data collection devices and routine data collection.
- Ability to process a variety of data, ex. Mapping of GPS data points and performing spatial analyses; data manipulation in Excel or similar programs; possible statistical analysis of data.
- Ability to present data results in an acceptable and professional format.

### Media Management Services:

- Assist with the development of campaigns and educational materials (virtual and printed) relevant to the
  division, including assistance with conceptualization\*, graphic design, and printing / publishing of
  materials.
  - Knowledge of graphic design software and ability to import and manipulate spatial data for cartographic improvements.
  - Creation of templates for repetitive projects
- Assist with the technical management of web-pages in various formats. Ability to design professional looking web projects and update them over time. Knowledge of embedding media into websites, and how to link a website to a mobile application.

### **WORK SCHEDULE:**

Requests for services or work and scheduling of work tasks shall be coordinated with the Director of Public Works, or an authorized designee and/or as set forth in the individual Task Order.

### **TASK ORDERS**

Contractor shall provide the work and services specifically set forth in individual Task Orders to be issued and signed by the Director of Public Works and the Mono County Counsel or his designee which, upon acceptance and execution by Contractor, will be attached hereto and incorporated by reference into this agreement. Such Task Orders shall be substantially in the form shown on the following page.

### **SAMPLE TASK ORDER**

DATE	E		
CONT ADDI	TRACTOR'S NAME RESS		
RE:	Task Order for		(DESCRIBE WORK)
Pursua for Mo	ono County the services and described below, or	nent Nol work, and provide the associ	(Agreement), you are hereby retained to perform ated material and equipment, that are:
Such	services and work shall be p  for the total, all-inclu  on a time and materia		, or ne rates set forth in the Agreement.
genera	ally-accepted practices for the		the Agreement and in a manner consistent with conflict between the Agreement, this Task Order, s listed herein.
<u>Mono</u>	County		
By:			
		Date	
<u>Contr</u>	ractor_		
		I representative of Contractor, eed above, for the amount set	Contractor agrees to and shall perform the work forth above.
By:			
-	Signature	Date	

### ATTACHMENT B

# AGREEMENT BETWEEN THE COUNTY OF MONO AND [PLACEHOLDER] FOR THE PROVISION OF RECREATION DIVISION SUPPORT: PLANNING, GIS, DATA, AND MEDIA MANAGMENT SERVICES ON AN AS-NEEDED BASIS

**TERM:** 

FROM: [DATE] TO: [DATE]

### **SCHEDULE OF FEES:**

The County shall pay Contractor for services and work performed under this Agreement in accordance with Contractor's Schedule of Fees, which is set forth below or in Attachment B1 to this Agreement, which is incorporated herein by this reference. Contractor may amend its Schedule of Fees once per fiscal year that this Agreement is in effect by sending County a revised Schedule of Fees no later than May 31, 2025 (and May 31 of each subsequent year). Upon written agreement by the Director or authorized designee, the new Schedule of Fees shall apply to all Task Orders issued pursuant to this Agreement on or after July 1, 2025 (and July 1 of each subsequent year), the beginning of the next fiscal year.

[APPROVED COST PROPOSAL PLACEHOLDER]

_	1							
l	See Attachment B1,	incor	norated	herein	hw this	reference	(0	ntional`
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Sample Agreement	As-Needed Planning, GIS, Data, and Media Management Services RFQ
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### REGULAR AGENDA REQUEST

■ Print

MEETING DATE January 21, 2025

**Departments: Finance** 

TIME REQUIRED

**SUBJECT** Distribution of Excess Proceeds from

Tax Sale

PERSONS APPEARING BEFORE THE BOARD

### **AGENDA DESCRIPTION:**

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

Review the claim for excess proceeds from the November 14, 2023, sale of tax defaulted property

### **RECOMMENDED ACTION:**

Authorize the disbursement of excess proceeds from the November 14, 2023, sale of tax defaulted property.

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Janet Dutcher, Director of Finance **PHONE/EMAIL:** 760-932-5494 / jdutcher@mono.ca.gov

### **SEND COPIES TO:**

### **MINUTE ORDER REQUESTED:**

TYES 🔽 NO

### **ATTACHMENTS:**

Click to download

Staff Report

Claim for Excess Proceeds 010-383-003-000

### History

 Time
 Who
 Approval

 1/13/2025 2:55 PM
 County Counsel
 Yes

 1/13/2025 12:39 PM
 Finance
 Yes

1/14/2025 2:02 PM County Administrative Office Yes

Janet Dutcher, DPA, MPA, CPA, CGFM Director of Finance Treasurer-Tax Collector P.O. Box 495 Bridgeport, California 93517 (760) 932-5480 Fax (760) 932-5481

To: Honorable Board of Supervisors

From: Janet Dutcher, Treasurer-Tax Collector

Date: January 21, 2025

RE: Disbursement of Excess Proceeds from Tax Sale

### **Background**

Annually, the Treasurer-Tax Collector conducts a property tax sale for property having five years or more of defaulted taxes and is subject to the power of sale because of the defaulted taxes. After recording the deed to the new purchaser, the sale may generate excess proceeds, which remain after payment of taxes and the sale cost. We send notices to parties of interest about their right to claim excess proceeds. Parties of interest include lienholders and persons with title to the property before the sale. A party can receive some or all of the proceeds after filing a timely claim and waiting at least one year after recording the sales transfer.

### **Discussion**

California Revenue and Taxation (R&T) Code section 4675 provides that any party of interest in the property at the time of the sale may file with the County a claim for excess proceeds within one year following the recordation of the Tax Collector's deed to the purchaser at the tax sale. The November 14, 2023, tax sale resulted in excess proceeds totaling \$14,074.46 from one parcel sold.

The Treasurer-Tax Collector receives excess proceeds claims via mail or at the tax counter. We review all claims and supporting documents to see whether they show that the claimant has a right to some or all the excess proceeds under R&T Code section 4675. The claimant submitted the attached claim for excess proceeds from the November 14, 2023, sale within one year. We now submit this claim to the Board of Supervisors for your approval according to state law. This claim, reviewed by the Treasurer-Tax Collector, establishes the claimant's right to the excess proceeds and provides the necessary documentation to substantiate the claim. We recommend that the Board authorize the following excess proceeds for immediate distribution.

Assessor's Parcel			Recommended
Number	Claimant	Claim Amount	Disbursement
010-383-003-000	David Hill	\$14,074.46	\$14,074.46



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

Janet Dutcher, DPA, MPA, CPA, CGFM Director of Finance P.O. Box 495 Bridgeport, California 93517 (760) 932-5480 Fax (760) 932-5481

### **CLAIM FOR EXCESS PROCEEDS**

TO: Mono County Treasurer-Tax Collector	RECEIVED							
RE: Claim for Excess Proceeds								
I hereby certify that I am a party of interest in the follo	<del>-</del> · · · ·							
Assessor's Parcel number: 010 - 383 - 00	3-000 TAX COLLECTOR							
Assessee: Pritchett, BARBARA)	EAN							
Situs: TWIN LAKES SUBDIVISION								
Date sold: 11/14/2023								
Date deed to purchaser recorded: $\frac{12/4/20}{}$	23							
I claim excess proceeds under California Revenue and T supporting my claim.	axation Code section 4675. Enclosed is documentation							
I certify (or declare), under penalty of perjury, that the	foregoing is true and correct.							
Signature of claimant	Name of claimant (please print or type)							
Mailing address:	Daytime phone: 253-223-6886							
260 A. ADELMA BEACH RD.								
PORT TOWNSEND, WA. 98368	85							
· · · · · · · · · · · · · · · · · · ·								

MAIL COMPLETED CLAIM FORMS TO:

County of Mono Treasurer/Tax Collector PO Box 495 Bridgeport, CA 93517

# AFFIDAVIT OF ENTITLEMENT FOR ESTATES THAT DO NOT EXCEED \$25,000 FOR A NON-SPOUSE CLAIMAINT OR THAT DO NOT EXCEED \$100,000 FOR A SPOUSE CLAIMANT NRS 146.080

STATE OF NEVADA
OUNTY OF CARSON CITY)
COUNTY OF CARSON CITY)
That he/she is the person with the right to succeed to the property of BARBARA JEAN PRITCHETT Deceased,
That he/she is the person with the right to succeed to the property of BARBARA SEAN TW., Deceased,
either as an heir or under the Last Will and Testament of the decedent, who died in CRESON City on the 18 th
day of August, 2015, being a resident of the State of Nevada, leaving an estate in the County of
Carson City, State of Nevada, which is not real property nor a lien thereon, of a gross value that does not
exceed \$25,000 for a non-spouse claimant, or \$100,000 for a spouse claimant, consisting of the following:
Excess Proceeds From Mono County, CA. TAX SALE ARN. 010-383-003-000
(Set forth whatever the asset(s) may be: Bank account, stock certificate, insurance proceeds, payroll
check, personal property, et cetera, and the portion claimed. Do not include the value of any motor vehicles.)
(check one)
That he/she, as the of the Decedent, has the right, pursuant to the provisions of NRS
146.080, to succeed to said property of said decedent, and to have any evidences of interest, indebtedness or
right transferred to him/her by (provide name of person,
representative, corporation or body having custody of such property or acting as registrar or transfer agent of
such evidence of interest.)
OR
That the following persons: DAVIO CARSON HILL
are the legal heirs of the Decedent, and that affiant is entitled to payment or delivery on behalf of and with
the written authority of all such successors who have an interest in the property.
That at least forty days have elapsed since the date of death of decedent.
That no application or petition for the appointment of a personal representative is pending or has been
granted in any jurisdiction.
That all debts of decedent, including funeral and burial expenses, have been paid or provided for.
That no funds are owed to Nevada State Welfare ("Medicaid").
That affiant has given written notice, if necessary, by personal service or by certified mail, identifying
his/her claim and describing the property claimed, to every person whose right to succeed to the decedent's
property is equal or superior to that of affiant, and that at least 14 days have elapsed since the notice was served
or mailed,
That affiant is personally entitled to full payment or delivery of the property claimed or is entitled to
payment or delivery on behalf of and with the written authority of all other successors who have an interest in
the property.
That affiant has no knowledge of any existing claims for personal injury or tort damages against the
decedent.
That affiant acknowledges that he/she understands that filing a false affidavit constitutes a felony in the
State of Nevada.
CHERVINI
Subscribed and sworn to before me
this day of May , 2029 (Signature)
Si S
Co. Ab. A Marie, printed or typed) A Door to Po
Chandre Leaves 5 70 1 LOCKING PORCH VD
Notary Public in and for said (Street Address) (Street Address)
County and State County, WA (City, State & Zip Code)
(City, State & Zip Code)



### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** January 21, 2025

**Departments: Finance** 

TIME REQUIRED
SUBJECT
Monthly Treasury Transaction Report
APPEARING

BEFORE THE BOARD

### **AGENDA DESCRIPTION:**

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

Treasury Transaction Report for the month ended 11/30/2024.

### **RECOMMENDED ACTION:**

Approve the Treasury Transaction Report for the month ended 11/30/2024.

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Janet Dutcher

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

**SEND COPIES TO:** 

### **MINUTE ORDER REQUESTED:**

☐ YES 
☐ NO

### **ATTACHMENTS:**

Click to download

Nov 2024 Treasury Transaction Report

History

Time Who Approval

 1/13/2025 2:57 PM
 County Counsel
 Yes

 1/13/2025 12:40 PM
 Finance
 Yes

 1/14/2025 2:03 PM
 County Administrative Office
 Yes



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transac	tions								
Buy	11/1/2024	3133ERZD6	1,000,000.00	FFCB 4 11/1/2029	99.87	998,700.00	0.00	4.03	998,700.00
	Subtotal		1,000,000.00			998,700.00	0.00		998,700.00
Deposit	11/6/2024	CAMP60481	1,000,000.00	California Asset Management Program LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	11/8/2024	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	11/12/2024	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	11/15/2024	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	11/18/2024	31846V203	1,000,000.00	First American Gov Fund MM	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	11/21/2024	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	11/29/2024	OAKVALLEY0670	21,027.61	Oak Valley Bank Cash	100.00	21,027.61	0.00	0.00	21,027.61
Deposit	11/29/2024	OAKVALLEY0670	24,644,979.45	Oak Valley Bank Cash	100.00	24,644,979.45	0.00	0.00	24,644,979.45
Deposit	11/30/2024	CAMP60481	172,839.54	California Asset Management Program LGIP	100.00	172,839.54	0.00	0.00	172,839.54
Deposit	11/30/2024	31846V203	14,594.06	First American Gov Fund MM	100.00	14,594.06	0.00	0.00	14,594.06
	Subtotal		33,853,440.66			33,853,440.66	0.00		33,853,440.66
Total Buy Transactions			34,853,440.66			34,852,140.66	0.00		34,852,140.66
Interest/Divi	dends								
Interest	11/1/2024	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	697.88	0.00	697.88
Interest	11/1/2024	76913DFY8	0.00	Riverside County Ca Inf Fing Authority 1.766 11/1/		0.00	4,415.00	0.00	4,415.00
Interest	11/1/2024	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	1,015.10	0.00	1,015.10
Interest	11/1/2024	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	930.51	0.00	930.51
Interest	11/1/2024	13077DQG0	0.00	California State University 1.521 11/1/2028		0.00	3,802.50	0.00	3,802.50
Interest	11/1/2024	21056RAC3	0.00	Consumers Federal Credit Union 4.55 6/12/2029		0.00	962.23	0.00	962.23
Interest	11/1/2024	68283MAP1	0.00	OnPath Federal Credit Union 4.85 7/31/2028		0.00	1,017.44	0.00	1,017.44
Interest	11/1/2024	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	11/1/2024	90353EBM4	0.00	USF Federal Credit Union 4.35 7/30/2029		0.00	919.94	0.00	919.94



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	11/1/2024	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	11/1/2024	702282QD9	0.00	Pasadena USD 2.073 5/1/2026		0.00	5,182.50	0.00	5,182.50
Interest	11/1/2024	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	941.08	0.00	941.08
Interest	11/1/2024	31424WBJ0	0.00	FAMC 4.92 11/1/2028		0.00	24,600.00	0.00	24,600.00
Interest	11/1/2024	5445872S6	0.00	Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024		0.00	1,707.50	0.00	1,707.50
Interest	11/1/2024	542411NZ2	0.00	Long Beach Community College Dist 2 5/1/2025		0.00	2,700.00	0.00	2,700.00
Interest	11/1/2024	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	11/1/2024	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	951.66	0.00	951.66
Interest	11/1/2024	13077DQF2	0.00	California State Uninversity 1.361 11/1/2027		0.00	4,661.43	0.00	4,661.43
Interest	11/1/2024	02157RAC1	0.00	Altaone Federal Credit Union 3.85 9/13/2029		0.00	814.20	0.00	814.20
Interest	11/2/2024	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	11/3/2024	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	930.51	0.00	930.51
Interest	11/3/2024	3133EPHT5	0.00	FFCB 3.625 5/3/2028		0.00	18,125.00	0.00	18,125.00
Interest	11/3/2024	594918BJ2	0.00	Microsoft Corp 3.125 11/3/2025-25		0.00	7,812.50	0.00	7,812.50
Interest	11/4/2024	32026UYA8	0.00	First Foundation Bank 4.7 11/4/2027		0.00	5,781.13	0.00	5,781.13
Interest	11/4/2024	02589ACK6	0.00	American Express National Bank 3 5/4/2027		0.00	3,720.33	0.00	3,720.33
Interest	11/5/2024	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	676.73	0.00	676.73
Interest	11/7/2024	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	11/7/2024	90355GKU9	0.00	UBS Bank USA 4.1 2/7/2029		0.00	867.07	0.00	867.07
Interest	11/8/2024	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	1,015.10	0.00	1,015.10
Interest	11/8/2024	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	993.95	0.00	993.95
Interest	11/8/2024	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	11/8/2024	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	11/8/2024	61768EE82	0.00	Morgan Stanley Private Bank 5.05 11/8/2028		0.00	6,186.18	0.00	6,186.18
Interest	11/8/2024	898812AB8	0.00	Tucson Federal Credit Union 4.95 8/8/2028		0.00	1,042.62	0.00	1,042.62
Interest	11/9/2024	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	884.65	0.00	884.65



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	11/10/2024	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	898.79	0.00	898.79
Interest	11/10/2024	291916AL8	0.00	Empower Federal Credit Union 4.6 5/24/2029		0.00	972.81	0.00	972.81
Interest	11/10/2024	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	697.88	0.00	697.88
Interest	11/11/2024	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	11/12/2024	91159HHZ6	0.00	US Bancorp 1.45 5/12/2025		0.00	3,625.00	0.00	3,625.00
Interest	11/13/2024	146102BB3	0.00	Carter Bank & Trust 3.8 9/13/2029		0.00	803.62	0.00	803.62
Interest	11/13/2024	3133EPC45	0.00	FFCB 4.625 11/13/2028		0.00	23,125.00	0.00	23,125.00
Interest	11/14/2024	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	11/14/2024	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	11/14/2024	12481GAZ0	0.00	CBC Federal Credit Union 4.65 5/14/2029		0.00	983.38	0.00	983.38
Interest	11/14/2024	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	1,004.53	0.00	1,004.53
Interest	11/14/2024	501798SZ6	0.00	LCA Bank Corp 4.8 11/15/2027		0.00	5,904.13	0.00	5,904.13
Interest	11/15/2024	91412HKZ5	0.00	University of California 0.985 5/15/2025		0.00	2,462.50	0.00	2,462.50
Interest	11/15/2024	78413RAP2	0.00	SCE Federal Credit Union 4.25 2/15/2029		0.00	898.79	0.00	898.79
Interest	11/15/2024	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	740.18	0.00	740.18
Interest	11/15/2024	912828U24	0.00	T-Note 2 11/15/2026		0.00	10,000.00	0.00	10,000.00
Interest	11/15/2024	3133EPJS5	0.00	FFCB 4.29 5/16/2028-25		0.00	21,450.00	0.00	21,450.00
Interest	11/16/2024	05600XQE3	0.00	BMO Harris Bank NA 4.5 5/16/2028		0.00	5,535.12	0.00	5,535.12
Interest	11/16/2024	3133ENEF3	0.00	FFCB 1.27 11/16/2026-23		0.00	6,350.00	0.00	6,350.00
Interest	11/17/2024	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	951.66	0.00	951.66
Interest	11/18/2024	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	11/18/2024	3130ANFJ4	0.00	FHLB 0.51 11/18/2024-22		0.00	2,550.00	0.00	2,550.00
Interest	11/18/2024	254673D94	0.00	Discover Bank 3.2 5/19/2027		0.00	3,968.35	0.00	3,968.35
Interest	11/20/2024	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	919.94	0.00	919.94
Interest	11/20/2024	59013KP42	0.00	Merrick Bank 3.8 9/20/2029		0.00	803.62	0.00	803.62
Interest	11/20/2024	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	930.51	0.00	930.51



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	11/21/2024	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	951.66	0.00	951.66
Interest	11/21/2024	98138MCV0	0.00	Workers Federal Credit Union 4 4/23/2029		0.00	845.92	0.00	845.92
Interest	11/23/2024	33715LFV7	0.00	First Technology Federal Credit Union 3.85 10/23/2		0.00	814.20	0.00	814.20
Interest	11/25/2024	88413QCK2	0.00	Third Federal Savings & Loan 1.95 11/25/2024		0.00	2,408.38	0.00	2,408.38
Interest	11/25/2024	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	951.66	0.00	951.66
Interest	11/25/2024	83088XAQ1	0.00	Skyone Federal Credit Union 3.85 10/25/2029		0.00	814.20	0.00	814.20
Interest	11/26/2024	3130ARYA3	0.00	FHLB 4 5/26/2027-22		0.00	20,000.00	0.00	20,000.00
Interest	11/26/2024	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	11/26/2024	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	729.60	0.00	729.60
Interest	11/26/2024	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	11/26/2024	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	11/27/2024	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	898.79	0.00	898.79
Interest	11/27/2024	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	157.97	0.00	157.97
Interest	11/27/2024	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	11/27/2024	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	726.95	0.00	726.95
Interest	11/27/2024	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	11/28/2024	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	962.23	0.00	962.23
Interest	11/28/2024	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,053.15	0.00	1,053.15
Interest	11/28/2024	717081EX7	0.00	Pfizer Inc 0.8 5/28/2025-25		0.00	2,000.00	0.00	2,000.00
Interest	11/29/2024	3133EN3H1	0.00	FFCB 4 11/29/2027		0.00	20,000.00	0.00	20,000.00
Interest	11/29/2024	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	11/29/2024	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	11/29/2024	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	21,027.61	0.00	21,027.61
Interest	11/30/2024	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	235.36	0.00	235.36
Interest	11/30/2024	29669XAX6	0.00	Essential Credit Union 4.35 7/30/2029		0.00	919.94	0.00	919.94



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	11/30/2024	CAMP60481	0.00	California Asset Management Program LGIP		0.00	172,839.54	0.00	172,839.54
Interest	11/30/2024	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	919.94	0.00	919.94
Interest	11/30/2024	31846V203	0.00	First American Gov Fund MM		0.00	14,594.06	0.00	14,594.06
Interest	11/30/2024	91282CCF6	0.00	T-Note 0.75 5/31/2026		0.00	3,750.00	0.00	3,750.00
Interest	11/30/2024	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	11/30/2024	77357DAB4	0.00	Rockland Federal Credit Union 5 11/30/2028		0.00	1,040.41	0.00	1,040.41
Interest	11/30/2024	472207AJ8	0.00	Jeanne D'Arc Credit Union 4.3 7/31/2029		0.00	880.03	0.00	880.03
Interest	11/30/2024	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	867.07	0.00	867.07
Interest	11/30/2024	89786MAH7	0.00	True Sky Credit Union 4.5 11/30/2027		0.00	5,535.12	0.00	5,535.12
Interest	11/30/2024	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	910.73	0.00	910.73
Interest	11/30/2024	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	900.49	0.00	900.49
Interest	11/30/2024	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	11/30/2024	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	930.51	0.00	930.51
Interest	11/30/2024	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,053.15	0.00	1,053.15
	Subtotal		0.00			0.00	487,651.83		487,651.83
Total Interest/Dividends			0.00			0.00	487,651.83		487,651.83
Sell Transaction	ons								
Matured	11/1/2024	5445872S6	500,000.00	Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024	0.00	500,000.00	0.00	0.00	500,000.00
Matured	11/8/2024	29367SJQ8	249,000.00	Enterprise Bank & Trust 1.8 11/8/2024	0.00	249,000.00	0.00	0.00	249,000.00
Matured	11/8/2024	89579NCB7	249,000.00	Triad Bank/Frontenac MO 1.8 11/8/2024	0.00	249,000.00	0.00	0.00	249,000.00
Matured	11/18/2024	3130ANFJ4	1,000,000.00	FHLB 0.51 11/18/2024-22	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	11/25/2024	88413QCK2	245,000.00	Third Federal Savings & Loan 1.95 11/25/2024	0.00	245,000.00	0.00	0.00	245,000.00
Matured	11/27/2024	76124YAB2	245,000.00	Resource One Credit Union 1.9 11/27/2024	0.00	245,000.00	0.00	0.00	245,000.00
	Subtotal		2,488,000.00			2,488,000.00	0.00	_	2,488,000.00
Withdraw	11/21/2024	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Withdraw	11/30/2024	31846V203	14,594.06	First American Gov Fund MM	0.00	14,594.06	0.00	0.00	14,594.06
	Subtotal		24,593,059.36			24,593,059.36	0.00		24,593,059.36
Total Sell Transactions			27.081.059.36			27.081.059.36	0.00		27.081.059.36



### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** January 21, 2025

Departments: Board of Supervisors, Sponsored by Supervisor Peters

TIME REQUIRED 15 minutes **PERSONS** 

**SUBJECT** Discussion of Future Board of

**BEFORE THE** Supervisors Adjourned Meetings **BOARD** 

Queenie Barnard, Clerk-Recorder-

Registrar

### **AGENDA DESCRIPTION:**

**APPEARING** 

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

Discuss details regarding future Board of Supervisors adjourned meetings.

### **RECOMMENDED ACTION:**

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

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Queenie Barnard

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

**SEND COPIES TO:** 

### MINUTE ORDER REQUESTED:

TYES VO

### **ATTACHMENTS:**

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Staff Report

### History

Time Who **Approval** 

1/13/2025 2:46 PM County Counsel Yes 1/8/2025 8:39 AM Finance Yes 1/14/2025 2:00 PM County Administrative Office Yes



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

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517 • (760) 932-5530 ClerkRecorder@mono.ca.gov • Elections@mono.ca.gov • BOS@mono.ca.gov

January 21, 2025

**To:** Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder-Registrar

Re: Discussion of Future Board of Supervisors Adjourned Meetings

### Discussion:

The Mono County Board of Supervisors previously held adjourned/special meetings at various Community Centers throughout the County. These meetings were held in the evening on the same day as regularly scheduled Board meetings and meeting items were relevant to the community the meeting was being held in. Examples of past items: Community Development Block Grant Funds, presentations about Easements, workshops on proposed Ordinances, community plans, local facility updates.

Board Supervisors have expressed interest in scheduling adjourned/special meetings at various Community Centers throughout the County starting in 2025. In order to plan for these meetings, this item has been brought forward to allow the Board to discuss and reach consensus regarding meeting location(s), frequency, and items.

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

Queenie Barnard Clerk-Recorder-Registrar

760-932-5534

qbarnard@mono.ca.gov



### REGULAR AGENDA REQUEST

■ Print

Departments: Clei	rk of the Board
MEETING DATE	January 21, 202

TIME REQUIRED 5 minutes

**SUBJECT** Assessment Appeals Board (AAB)

Regular Member Removal and Request for Nominations

PERSONS APPEARING

BEFORE THE BOARD

Queenie Barnard, Clerk-Recorder-

Registrar

### AGENDA DESCRIPTION:

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

Discuss and approve recommendation to the Mono County Board of Supervisors to remove Jarrett Patrick as a regular member of the Assessment Appeals Board (AAB) pursuant to Revenue & Taxation Code 1625, and, pursuant to Revenue & Taxation Code 1623, request nominations from the Mono County Board of Supervisors for a replacement AAB Board member.

### **RECOMMENDED ACTION:**

1) Approve recommendation of removal of Jarrett Patrick as a regular member of the Assessment Appeals Board; and 2) Appoint one Supervisor-nominated replacement AAB Board member.

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Queenie Barnard

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

### **SEND COPIES TO:**

### **MINUTE ORDER REQUESTED:**

☐ YES 
☐ NO

### **ATTACHMENTS:**

Clic	ck to download
D	<u>Staff Report</u>
D	<u>Roster</u>
D	RTC 1624

Time	Who	Approval
1/13/2025 2:38 PM	County Counsel	Yes
1/14/2025 10:21 AM	Finance	Yes
1/14/2025 1:58 PM	County Administrative Office	Yes



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

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517 • (760) 932-5530 ClerkRecorder@mono.ca.gov • Elections@mono.ca.gov • BOS@mono.ca.gov

January 21, 2025

**To:** Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder-Registrar

Re: Assessment Appeals Board (AAB) Regular Member Removal and Request for Nominations

### Discussion:

The Mono County Assessment Appeals Board (AAB) is a quasi-judicial body consisting of impartial persons who hear evidence from both parties before deciding upon the value of the property in question. The intent is to provide taxpayers with a venue independent of the Assessor's Office to have their Assessment reviewed. The AAB consists of three regular members and two alternate members. Generally, members serve a term of three (3) years; however, members appointed to vacancies will serve out the remainder of the vacant terms and may be reappointed.

Recruiting a qualified person to fill these positions has proven challenging. In addition to understanding California's system of property taxation, AAB members are expected to understand the County's real estate markets and general appraisal principles and approaches to value. There are typically 8-10 meetings per year.

At its October 23, 2024 meeting, the Mono County Assessment Appeals Board approved the recommendation to the Board of Supervisors to remove Jarrett Patrick as a regular member of the Assessment Appeals Board due to his failure to appear at every scheduled Board meeting since his appointment in May 2024.

Pursuant to Revenue & Taxation Code 1625, any member of an assessment appeals board may be removed for cause by the Board of Supervisors. Pursuant to Revenue & Taxation Code 1623(c), not less than 60 days prior to the expiration of the term of office of any member of an assessment appeals board and upon the occurrence of a vacancy on any such board, each member of the Board of Supervisors shall nominate one person for each office or vacancy to be filled.

Therefore, we respectfully request that each member of the Board of Supervisors nominate someone to fill the vacancy on the AAB. The candidate must meet the requirements of Revenue and Taxation Code 1624 for appointment to a local assessment appeals board:

- (1) Has a minimum of five years professional experience in this state as a certified public accountant or public accountant, a licensed real estate broker, an attorney, a property appraiser accredited by a nationally recognized professional organization, or a property appraiser certified by the Office of Real Estate Appraisers, or a property appraiser certified by the State Board of Equalization.
- (2) Is a person who the nominating member of the board of supervisors has reason to believe is possessed of competent knowledge of property appraisal and taxation.

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

Queenie Barnard Clerk-Recorder-Registrar 760-932-5534

qbarnard@mono.ca.gov

### Attachments:

- 1. Current AAB Roster
- 2. Cal. Rev. and Tax Code §1624 Eligibility for nomination for membership on an assessment appeals board

### ASSESSMENT APPEALS BOARD, MONO COUNTY

Ordinance 84-519 Three Year Terms

NAME	CONTACT	DATE OF APPOINTMENT	TERM EXPIRES
Jarrett Patrick (Regular Member)		5/21/2024	9/1/2027
Richard W. Liebersbach (Regular Member)		9/01/2005	9/3/2026
Paul Oster (Chair)		11/06/2015	9/1/2027
Jeff Mills (Alternate Member)		10/04/2016	9/1/2027
Vacant (Alternate Member)	-	-	9/3/2026

County Staff				
Emily Fox	Office: (760) 924-1712			
Assistant Mono County Counsel	efox@mono.ca.gov			
County Counsel for Assessor				
Jeff Hughes	Office: (760) 924-1707			
Deputy Mono County Counsel	jhughes@mono.ca.gov			
County Counsel for Board				
Queenie Barnard	Office: (760) 932-5534			
Clerk-Recorder-Registrar	qbarnard@mono.ca.gov			
Clerk of the Assessment Appeals Board				



#### State of California

### REVENUE AND TAXATION CODE

#### Section 1624

- 1624. (a) A person is not eligible for nomination for membership on an assessment appeals board unless he or she meets one of the following criteria:
- (1) Has a minimum of five years professional experience in this state as a certified public accountant or public accountant, a licensed real estate broker, an attorney, a property appraiser accredited by a nationally recognized professional organization, or a property appraiser certified by the Office of Real Estate Appraisers, or a property appraiser certified by the State Board of Equalization.
- (2) Is a person who the nominating member of the board of supervisors has reason to believe is possessed of competent knowledge of property appraisal and taxation.
- (b) Documentation of qualifying experience of appeals board members shall be filed with the clerk of the board.
- (c) This section shall apply only to an assessment appeals board in a county with a population of less than 200,000.
- (d) County population estimates conducted by the Department of Finance pursuant to Section 13073.5 of the Government Code shall be used in determining the population of a county for purposes of this section.

(Amended by Stats. 2004, Ch. 407, Sec. 2. Effective January 1, 2005.)



### REGULAR AGENDA REQUEST

■ Print

MEETING DATE January 21, 2025

Departments: County Counsel

TIME REQUIRED 5 minutes PERSONS Chris Beck, County Counsel

**SUBJECT** Agreement Regarding Terms and

Conditions of Employment for Assistant County Counsel APPEARING BEFORE THE BOARD

### AGENDA DESCRIPTION:

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

Proposed resolution approving the Agreement Regarding the Terms and Conditions of Employment of Anne Frievalt as Assistant County Counsel, and prescribing the compensation, appointment, and conditions of said employment.

### **RECOMMENDED ACTION:**

Announce Fiscal Impact. Adopt resolution, approving the Agreement Regarding the Terms and Conditions of Employment of Anne Frievalt as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

### **FISCAL IMPACT:**

The total cost for the remainder of this fiscal year (FY) is \$93,344, of which \$70,727 is salary and \$22,617 is benefits. The total cost for a full year is \$212,941, of which \$161,346 is salary and \$51,595 is benefits. The County Counsel budget for FY 2024-25 has sufficient appropriations to cover this contract.

**CONTACT NAME:** Chris Beck

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

### **SEND COPIES TO:**

Lynda Salcido, Chris Beck, and Anne Frievalt

### MINUTE ORDER REQUESTED:

☐ YES 
☐ NO

### **ATTACHMENTS:**

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Staff Report

Resolution

Agreement re Terms and Conditions of Employment

### History

Time	Who	Approval
1/8/2025 9:07 AM	County Counsel	Yes
1/16/2025 1:09 PM	Finance	Yes
1/16/2025 1:39 PM	County Administrative Office	Yes

### **County Counsel** Christopher L. Beck

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

**Telephone** 760-924-1700

**Assistant County Counsel** Emily Fox

Risk Manager Jay Sloane

**Deputy County Counsel** 

**Paralegal** Kevin Moss

Jeff Hughes

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

**Temporary Staff Attorney** Anne L. Frievalt

To:	Board of Supervisors
From:	Chris Beck
Date:	January 21, 2025
Re:	Employment of Anne L. Frievalt as Assistant County Counsel
$\square$ A	gic Plan Focus Area(s) Met  Thriving Economy

### Discussion

Anne L. Frievalt was employed as an attorney in the Mono County Counsel's office from 2016 through March of 2023. In 2023, Ms. Frievalt left her position as Assistant County Counsel in order to move with her family to San Luis Obispo County.

Since January 9, 2024, Ms. Frievalt has been working remotely as a contract Staff Attorney in the office of County Counsel. Ms. Frievalt continues to be a valuable asset to the County, thanks to the seven years she previously spent with the County and nearly twenty-five years practicing law in California.

Ms. Frievalt would rejoin the County Counsel office as a full-time at-will employee.

If you have any questions regarding this item, please contact me by phone or email.



### **RESOLUTION NO. R24-**

### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF EMPLOYMENT OF ANNE FRIEVALT

**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 Anne Frievalt, 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 Anne Frievalt. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 21st day of January 2024, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	
Clerk of the Board	Lynda Salcido, Chair Board of Supervisors
APPROVED AS TO FORM:	
COUNTY COUNSEL	

### AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT OF ANNE FRIEVALT, AS ASSISTANT COUNTY COUNSEL FOR MONO COUNTY

This Agreement is entered into by and between Anne Frievalt and the County of Mono (hereinafter "County").

### I. RECITALS

The County Counsel has offered Anne Frievalt hereinafter ("Ms. Frievalt") the position of Assistant County Counsel for Mono County in accordance with the terms and conditions set forth in this Agreement. Ms. Frievalt wishes to accept employment with the County on said terms and conditions.

### II. AGREEMENT

- 1. This Agreement shall commence upon execution by both parties and shall remain in effect unless or until terminated in accordance with this Agreement.
- 2. Commencing January 21, 2025, Ms. Frievalt shall be employed by Mono County as its Assistant County Counsel, serving at the will and pleasure of the County Counsel. Ms. Frievalt accepts such employment. The County Counsel shall be deemed the "appointing authority" for all purposes with respect to Ms. Frievalt's employment. The County Counsel and Ms. Frievalt will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Frievalt's work. Ms. Frievalt's job performance and progress towards achieving the agreed-upon goals shall be evaluated by the County Counsel in accordance with the County's "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. Ms. Frievalt's salary shall be initially set at Range 122, Step B of 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 updated 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. Ms. Frievalt understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her 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 her retirement benefits that may be mandated by the Public Employees Pension Reform Act

of 2013 (PEPRA).

- 5. Ms. Frievalt shall earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of At-Will and 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 her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement. Ms. Frievalt understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Ms. Frievalt will receive the entire 80 hours of merit leave for 2025, despite her official start date of January 14, 2025.
- 6. To the extent deemed appropriate by the County Counsel the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Frievalt's full participation in applicable professional associations, for her continued professional growth and for the good of the County.
- 7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Frievalt shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Frievalt's employment, medical insurance, County dental and vision coverage, and life insurance.
- 8. Ms. Frievalt understands and agrees that her 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 her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Frievalt cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she 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 Ms. Frievalt'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 Ms. Frievalt's employment, the County Counsel

may terminate Ms. Frievalt's employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Frievalt understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her 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 Counsel may, in his or her discretion, take during Ms. Frievalt's employment.

- 10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Ms. Frievalt 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. Ms. Frievalt shall not be entitled to any severance pay in the event that the County Counsel has grounds to discipline her on or about the time he or she gives notice of termination. 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. Ms. Frievalt shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
- 11. Ms. Frievalt may resign her employment with the County at any time. Her 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. Ms. Frievalt shall not be entitled to any severance pay or 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 Ms. Frievalt.
- 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 Ms. Frievalt'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 Ms. Frievalt'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., Ms. Frievalt shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Frievalt is convicted of a crime involving abuse of office or position.

- 14. Ms. Frievalt acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Frievalt further acknowledges that she 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 her right to do so, and that she 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**

EMDI OVEE

This Agreement is executed by the parties this 21st day of January, 2025.

EMPLOYEE	MONO	THE COUNTY OF
Anne Frievalt	Lynda Salcido, Chair Board of Supervisors	
APPROVED AS TO FORM:		
COUNTY COUNSEL		

### REGULAR AGENDA REQUEST

■ Print

MEETING DATE January 21, 2025

Departments: Human Resources

TIME REQUIRED 5 minutes

SUBJECT Agreement Regarding Terms and

Conditions of Employment for Economic Development Director

PERSONS Christine Bouchard, Assistant County
APPEARING Administrative Officer

BOARD

BEFORE THE

#### **AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Liz Grans as Economic Development Director, and prescribing the compensation, appointment and conditions of said employment.

#### RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt resolution, approving a contract with Liz Grans as Economic Development Director, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

### **FISCAL IMPACT:**

The cost for the remainder of this fiscal year (FY) is \$81,462, of which \$58,190 is salary and \$23,272 is benefits. The total cost for a full year is \$185,835, of which \$132,746 is salary and \$53,089 is benefits. The cost of this contract is included in the Economic Development Department's FY 2024-25 adopted budget.

**CONTACT NAME:** Danielle Patrick

PHONE/EMAIL: /

### **SEND COPIES TO:**

### MINUTE ORDER REQUESTED:

TYES V NO

#### **ATTACHMENTS:**

Click to download

D Staff Report
D Resolution
D Agreement

Time	Who	Approval
1/16/2025 1:22 PM	County Counsel	Yes
1/16/2025 1:17 PM	Finance	Yes
1/16/2025 1:39 PM	County Administrative Office	Yes



### COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

**BOARD OF SUPERVISORS** 

CHAIR

Lynda Salcido / District 5

VICE CHAIR Jennifer Kreitz / District 1

Rhonda Duggan / District 2 Paul McFarland / District 3 John Peters / District 4

#### **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 **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:	Mono	County	Board	of Su	pervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: January 21, 2025

Re: Appointment of Elizabeth Grans as Economic Development

Director.

### Strategic Plan Focus Area(s) Met

☐ Sustainable Public Lands ☐ Workforce & Operational Excellence
Discussion

#### Discussion

The Economic Development position has been vacant since Jeff Simpson's resignation in June 2024. The board approved appointing Elizabeth Grans, the current Economic Development Manager, as interim director during the recruitment process.

A competitive recruitment process was conducted, including interviews with qualified applicants. The top three candidates were invited for second interviews. After thorough evaluation, Ms. Grans emerged as the most suitable candidate for the position.

Ms. Grans has been with the Mono County Economic Development Department for 10 years, demonstrating a strong track record and a commitment to enhancing the department's initiatives. Her extensive knowledge of the County and strong ties with the local community makes her an ideal choice. The County Administrative Office recommends promoting Ms. Grans to the position of Economic Development Director.



4=

### **RESOLUTION NO. R25-**

### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF EMPLOYMENT OF ELIZABETH GRANS

**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 Elizabeth Grans, 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 Elizabeth Grans. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 21st day of January 2025, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	
Clerk of the Board	Lynda Salcido, Chair Board of Supervisors
APPROVED AS TO FORM:	
COLDIEN COLDIEN	
COUNTY COUNSEL	

### AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT OF ELIZABETH GRANS AS ECONOMIC DEVELOPMENT DIRECTOR FOR MONO COUNTY

This Agreement is entered into by and between Elizabeth Grans and the County of Mono (hereinafter "County").

### I. RECITALS

Elizabeth Grans (hereinafter "Ms. Grans") is currently employed by County as its Economic Development Manager/Film Commissioner and Interim Economic Development Director. The County now wishes to employ Ms. Grans as its Economic Development Director in accordance with the terms and conditions set forth in this Agreement. Ms. Grans wishes to accept continued employment with the County on said terms and conditions.

### II. AGREEMENT

- 1. This Agreement shall commence January 21, 2025 ("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, Ms. Grans shall be employed by Mono County as its Economic Development Director, serving at the will and pleasure of the CAO. Ms. Grans accepts such continued employment. The CAO shall be deemed the "appointing authority" for all purposes with respect to Ms. Grans' employment. The CAO and Ms. Grans will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Grans' work. Ms. Grans' job performance and progress towards achieving the agreed-upon goals shall be evaluated by the CAO 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. Ms. Grans' salary shall be Range 119, 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 updated by the Mono County Board of Supervisors 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 thenapplicable Management Compensation Policy and Salary Matrix.
- 4. Ms. Grans understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her 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 her retirement benefits that may be mandated by the Public Employees' Pension Reform Act

of 2013 (PEPRA).

- 5. Ms. Grans 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 her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Ms. Grans 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 Ms. Grans' uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Grans may have accrued as of the effective date of this Agreement nor on her 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 Ms. Grans' 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 Ms. Grans' full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the CAO.
- 7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Grans 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 Ms. Grans' employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
- 8. Ms. Grans understands and agrees that her 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 her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Grans cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she 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 Ms. Grans' 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 Ms. Grans' employment, the CAO may terminate Ms. Grans' 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. Ms. Grans understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her 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, she will have no property interest in her 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 Ms. Grans' employment.
- 10. In the event of a termination without cause under paragraph 9, Ms. Grans shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Grans shall not be entitled to any severance pay in the event that the CAO has grounds to discipline her 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. Ms. Grans shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
- 11. Ms. Grans may resign her employment with the County at any time. Her 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. Ms. Grans 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 Ms. Grans, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Grans' 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 Ms. Grans' 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 Ms. Grans' 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., Ms. Grans shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Grans is convicted of a crime involving abuse of office or position.

- 14. Ms. Grans acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Grans further acknowledges that she 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 her right to do so, and that she 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 21st o	lay of January	2025

EMPLOYEE	THE COUNTY OF MONO		
Elizabeth Grans	Lynda Salcido, Chair Board of Supervisors		
APPROVED AS TO FORM:	Board of Supervisors		
COUNTY COUNSEL			



### REGULAR AGENDA REQUEST

Print

**MEETING DATE** January 21, 2025

**Departments: County Administrative Office** 

TIME REQUIRED 90 minutes

**SUBJECT** General Fund 5-year Forecast,

Budget Policy, and Fiscal Year 2025-

26 Budget Timeline

**PERSONS APPEARING** 

**BOARD** 

Christine Bouchard, ACAO, Megan Chapman, Budget Officer; Russ

Branson, Consultant

#### AGENDA DESCRIPTION:

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

This item presents 3 key pieces for budget development for Fiscal Year (FY) 2025-26: 1. The General Fund 5-year forecast will model future revenues and expenditures to inform budget decisions in the coming months. 2. Revised Budget policy will be proposed for inclusion in the adopted Mono County Policy and Procedures Policy and Procedures 3. Review FY 2025-26 Budget approach and timeline to align with established board dates

#### **RECOMMENDED ACTION:**

Adopt changes to current budget policy as proposed or adjusted and FY 2025-26 Budget approach and timeline as proposed or adjusted.

#### FISCAL IMPACT:

None.

**CONTACT NAME:** Megan Chapman

PHONE/EMAIL: 7609241836 / mchapman@mono.ca.gov

#### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES NO

#### ATTACHMENTS:

### Click to download

- <u> Attachment A Russ Branson Presentation</u>
- Attachment B Budget and Fiscal Policy updates with track changes
- Attachment C Budget and Fiscal Policy updates no redline
- Attachment D Budget Adjustment Policy
- Attachment E Budget development timeline, priorities and pathway to adoption Presentation

### History

TimeWhoApproval1/16/2025 10:15 AMCounty CounselYes1/15/2025 3:05 PMFinanceYes1/16/2025 10:17 AMCounty Administrative OfficeYes



#### **COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO**

Sandra Moberly, MPA, AICP

#### ASSISTANT COUNTY ADMINISTRATIVE OFFICER

Christine Bouchard

January 21, 2025 Date:

**BOARD OF SUPERVISORS** 

**CHAIR** 

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District I

Rhonda Duggan / District 2 Paul McFarland / District 3 John Peters / District 4

To:

From:

RE:

Mono County Board of Supervisors

Sandra Moberly, County Administrative Officer Christine Bouchard, Assistant County Administrative Officer

Megan Chapman, Budget Officer

**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 Oueenie Barnard

COUNTY COUNSEL Chris Beck

**ECONOMIC DEVELOPMENT** Liz Grans

**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

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function

General Fund 5-year forecast, Budget Policy & FY 2025-26 Budget Timeline

Sustainable Public Lands Workforce & Operational Excellence

#### **Background:**

The General Fund 5-year forecast will project future revenues and expenditures to guide budget decisions in the coming months. Proposed revisions and additions to budget policies will also be presented for adoption and incorporated into Mono County Policy and Procedures. These updates aim to ensure a consistent, repeatable budget process each year and establish clear guidelines for staff to deliver services and programs.

The key Board dates for FY 2025-26 Budget development were adopted in December 2024. The FY 2025-26 Budget calendar has been fully developed to align with these established dates and is being presented for adoption today.

#### **Discussion:**

### General Fund 5-year forecast

In January 2021, Mono County engaged Russ Branson to prepare a multi-year financial forecast for the General Fund (GF). The last forecast was presented to the Board by Mr. Branson in 2023. This forecast utilizes data from historical financial results and recent budgets to identify trends and inform future planning.

Today's presentation focuses on the updated General Fund 5-year forecast. The purpose of this forecast is to identify potential issues and budget trends that may impact the County in future years. By identifying these trends early, the Board is better positioned to implement policies that align with long-term goals. Budget decisions should consider factors such as future capital investment needs, workforce growth, and maintaining competitive pay and benefits.

While a 5-year forecast does not predict the future, it provides valuable insights into potential budget trends and challenges. The forecast also includes alternative assumptions to present a range of possible outcomes based on variables such as higher or lower revenues and expenses, full funding of capital needs, and investments in Strategic Priorities.

Key takeaways from today's presentation include:

- 1. Baseline forecast of 4% annual property tax increase should be able to cover general operating costs and reserves (Attachment A, slide 12)
- 2. Property tax compound annual growth rate for past 5 years was 6.7% (Attachment A, slide 15)
- 3. If Baseline forecast of 4% annual property tax increases to 5.6% this adds revenue of close to \$3M per year (Attachment A, slide 18)
- 4. 6-year historical average salary increase was 4.8% with projected growth of 5.6% (Attachment A, slide 23)

### Proposed Budget Policy Changes and Addition of a New Policy

The current budget and financial policy, adopted in August 2023, establishes goals for efficiently and effectively allocating public resources to serve Mono County's citizens and visitors. Since its adoption, the budget development process has highlighted areas requiring revision and the need for an additional budget adjustment policy. The proposed updates aim to create a consistent, repeatable budget process that ensures clarity and uniformity across all departments.

### Budget and Financial Policy (Revisions):

- 1. Clarity and Structure: Enhanced usability by repositioning the purpose, authority, and applicability sections to the beginning of the document.
- 2. Reserve Balances: Updated section clarifies when and how the two reserve buckets should be utilized.
- 3. Revenue Projections: Introduced methodology and assumptions for annual revenue projections to ensure consistency in budget development.
- 4. Vacancy Factor: Added a vacancy factor to minimize budget swings in carryover fund balances.
- 5. Deferred Maintenance Funding: New section emphasizes the importance of annual capital investments to address deferred maintenance.

### Budget Adjustment Policy (New):

- 1. Policy Overview: Establishes a formal procedure for adjusting approved appropriations during the fiscal year.
- 2. Departmental Responsibility: Defines the responsibility of departments to monitor budgets and operate within Board-approved appropriations.

Page 3 of 3 January 21, 2025

### **Budget Development Update**

The FY 2025-26 budget development process builds on the approach of the past two years, with slight modifications to improve communication and better align the budget with Mono County's Strategic Plan.

### Key elements of the process include:

- Integration of established Board budget meeting dates with key development stages.
- Feedback loops for stakeholders and Board direction to ensure alignment with strategic goals.
- Emphasis on the interconnection between the budget, county operations, and planning for a desired future.
- Mono County's vision, outlined in its Strategic Plan, will guide budget priorities across four focus areas
  while addressing state mandates. As the Strategic Plan evolves, updated priorities will be incorporated
  into the budget to allocate resources effectively. Adopting the general budget development timeline is a
  key step toward a collaborative and effective budgeting process, setting the stage for this year and
  beyond.

#### Attachments:

Attachment A – Russ Branson Consulting PowerPoint

Attachment B – Budget and Fiscal Policy B-11 updated with track changes

Attachment C – Budget and Fiscal Policy B-11 updated no track changes

Attachment D – Budget Adjustment Policy for inclusion in Mono County Policies and Procedures

Attachment E – Budget development timeline, priorities and pathway to adoption Powerpoint



## Mono County

General Fund Forecast – FY26 – FY30

January 21, 2025

### Budget Forecast | Purpose

1. Provide broad review of County's financial future

2. Confirm compliance to policy decisions (e.g., reserves) or test potential new policies

3. Help Board make current-year budget decisions to affect future budget outcomes

### Agenda

- General Fund Revenues/Expenses
- Baseline Forecast
  - Focus on Major Revenues & Expenses
  - Key Assumptions
- Alternative Forecasts
- Findings & Recommendations

### Current Issues & Opportunities

### **ISSUES**

- Limited revenue sources and ability to increase revenue (70% taxes)
- High inflation has increased costs
- High interest rates dampening the real estate market
- Keeping up with competitive compensation will stress future budgets
- Deferred Maintenance Needs

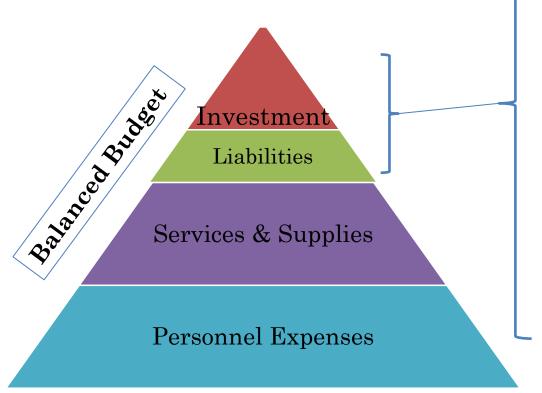
### **OPPORTUNITIES**

- Continued strong real estate market and property values could increase property taxes
- Match budget funding with current and future County needs

## RBConsulting

### What a Balanced Budget?

• Balance means the ability to fund all agency needs over time





### Deferred Maintenance

- Streets & Buildings
- Parks & Playgrounds
- Technology



### Retiree Benefits

- Buffer pension increases
- Retiree Payoffs



### Community Investments

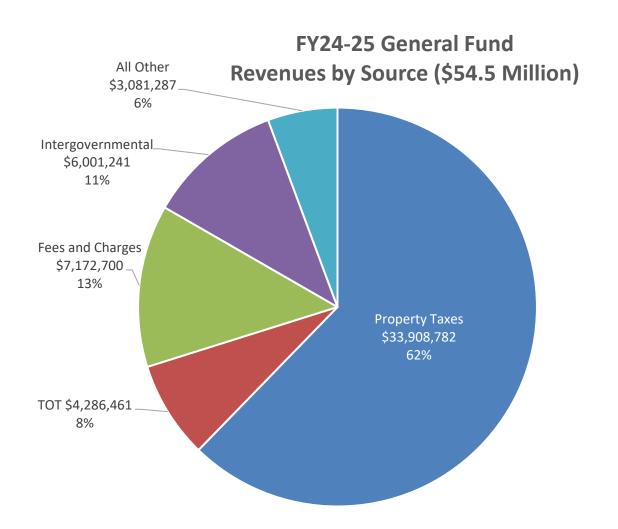
- Pools/Recreation/Youth Programs
- Community Centers/Libraries

## General Fund Revenues & Expenses

## RBConsulting

### Mono County GF Revenue | Sources

- The County relies on a limited set of revenues in its General Fund
  - Taxes = 70%
  - Fees and Charges = 13%
  - Intergovernmental = 11%
  - All Other = 6%
- This revenue base provides stability for the County <u>BUT</u> also limits growth in General Fund revenues

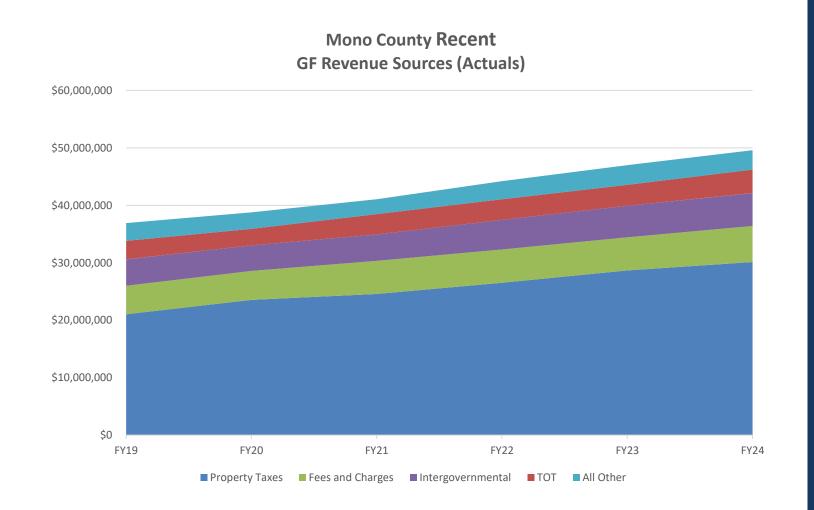


## RBConsulting

### Historical Revenue Growth

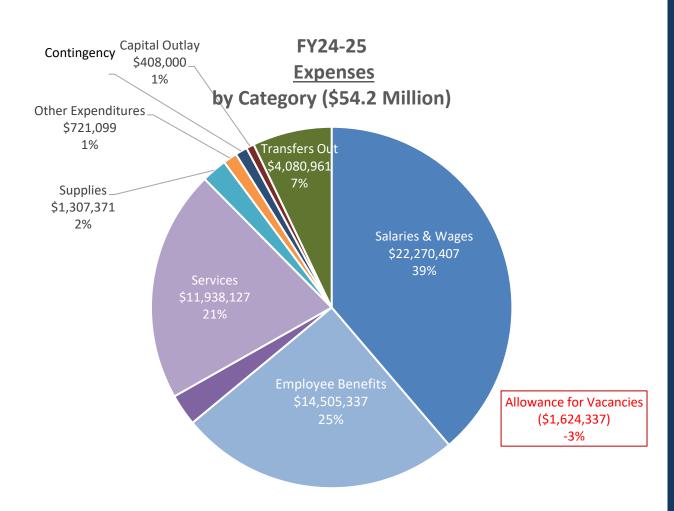
- Revenue growth led by high Property Tax growth rates
- Stability in other revenue sources

General Fund
Revenue grew 6.1%
per year
(compounded)
FY19-FY24



### Mono County GF Expenses | Categories

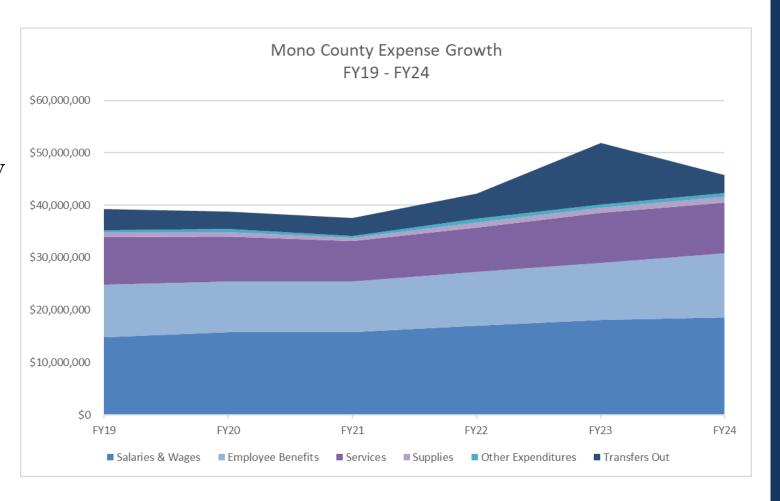
- 61% of County expenses are for direct personnel costs – after allowance for vacancies
- Services are a broad category
  - Public protection for other departments
  - Contract Services
  - Insurance
  - Maintenance & Repair
  - · Rents & Leases
  - Technology
- FY25 budgeted amounts for Salaries, benefits, and services are up substantially over FY24 actual spending



### Historical Expense Growth

- Expenses have grown at a slow clip over the last 5 years
- Salary have grown at 4.8% per year, while services only at 1.3% per year

General Fund expenses grew 3.2%/year between FY19 and FY24

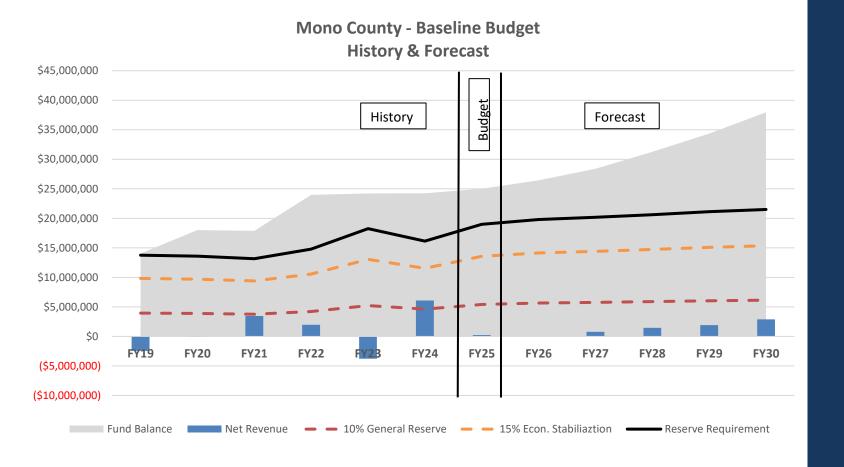


## General Fund Baseline Forecast

## RBConsulting

### Baseline Forecast | Results

- The County should be able to cover general operating costs over the next five years
- The County should be able to cover its reserve policy levels and have additional fund balance to invest in County priorities

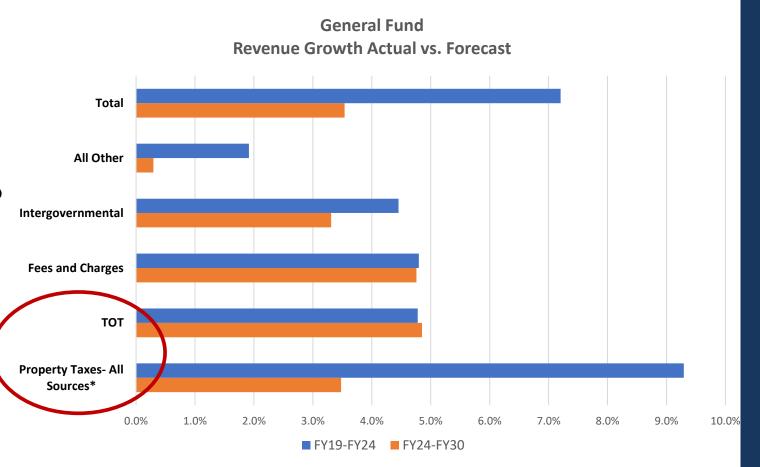


# Revenues & Alternative Forecasts

### Baseline Forecast | Revenue Growth

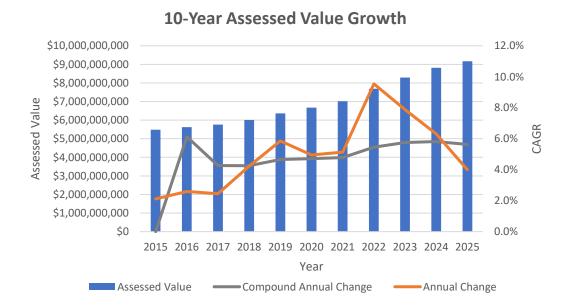
- Future revenue growth is assumed to slow due to economic uncertainty
- Property taxes have an outsized impact on revenues, and have recently decreased to the assumed 4% growth rate (In-Lieu of VLF remains flat)

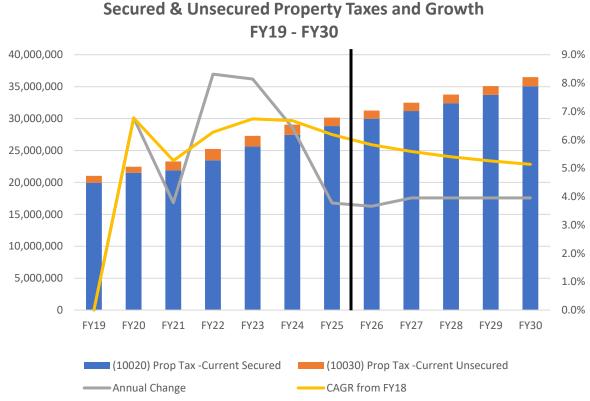
Revenue forecast is not a prediction, but a best estimate of coming revenue increases



### Property Taxes

- County secured and unsecured property taxes increased an average of 6.7% per year between FY19-FY24, higher than the assessed value (AV) change 5.6% during the same period
- The FY25 AV dropped to 4%. The Baseline Forecast assumes this lower AV change to continue





Alternative Forecast – Assume 10-year CAGR of assessed value CAGR of 5.6% per year

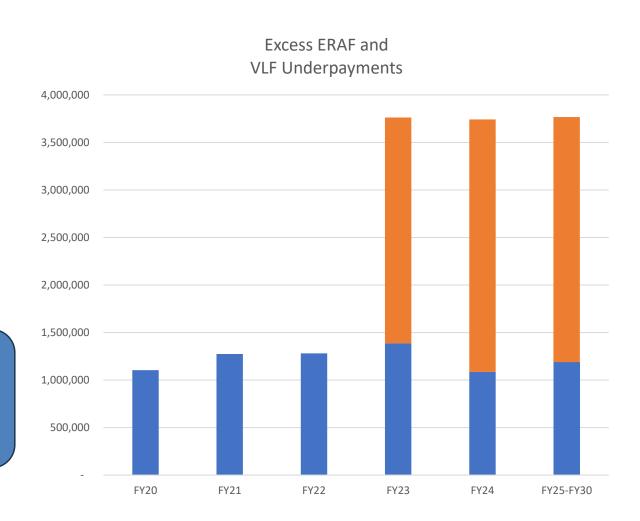
CAGR = Compound Annual Growth Rate

## RBConsulting

### Property Taxes | Excess ERAF/VLF

- Excess ERAF based on countywide property taxes generating more revenue than needed to fund K-12 schools
- VLF underpayment by State due to Excess ERAF payments
  - State has been paying this to County late
  - State payments assumed to continue in Forecast

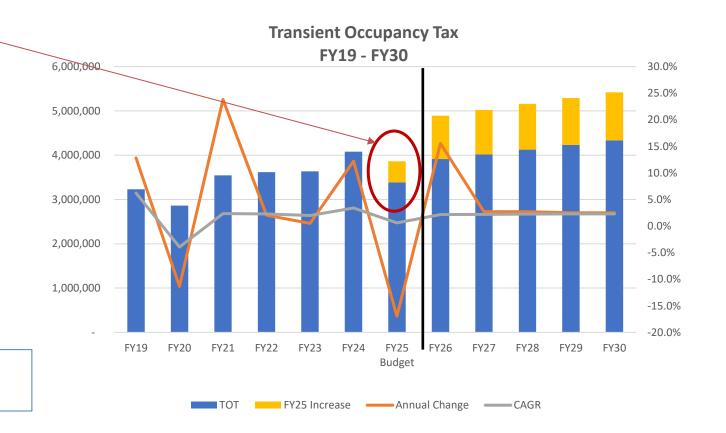
VLF underpayment has been used to cover Housing and Capital investments



## ${ m RBConsulting}$

### Transient Occupancy Taxes

- Historical TOT forecast is very conservative – shows drop in FY25
- TOT is forecast to grow an average of 2.3% per year\*
- Increased TOT in FY25 will generate about \$1 Million per year



\* Growth between FY19 to FY24 was 3.4% per year

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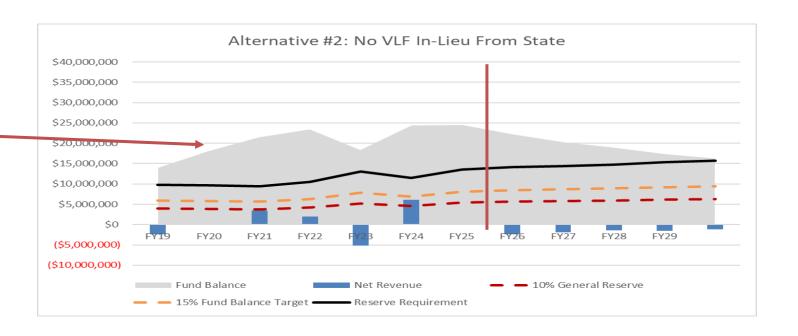
### Alt. Revenue Forecast | Property Taxes

- Changes in the forecast will have an impact on what the County can and cannot fund in the future
- Increases of 5.6% per year in property tax – increasing by 1.6% over Baseline – will add nearly \$3M per year by FY30
- A drop to a 2% increase would result in a similar loss per year by FY30



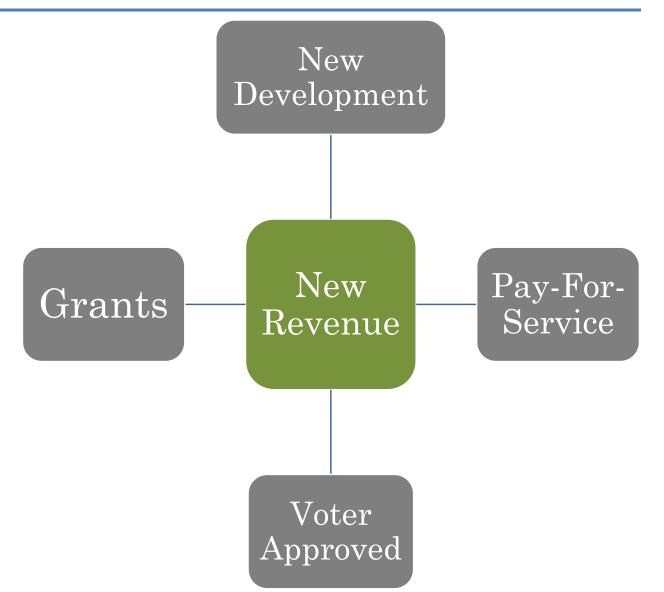
### Alt. Revenue Forecast | VLF In-Lieu

 Not receiving full VLF in-lieu will result in a reduction in services to keep net revenues positive



### Revenue Opportunities

New/Expanded
Revenues
Require Action
by the County

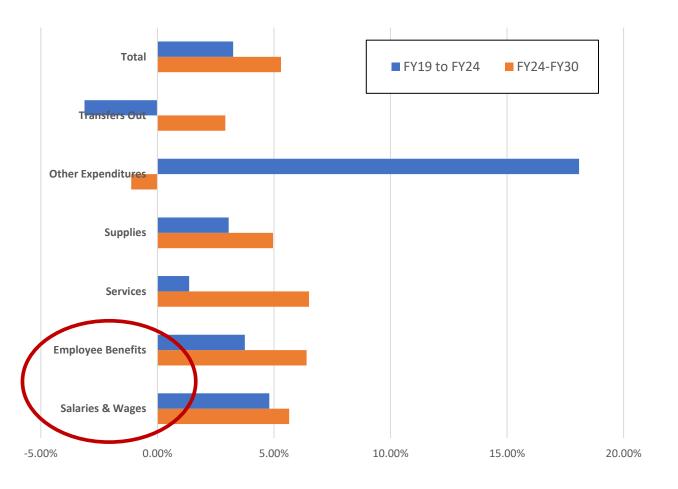


# Expenses & Alternative Forecasts

### Baseline Forecast | Expense Growth

- In the Forecast, expense growth is forecast to remain at overall inflationary levels
- Areas discussed further:
  - Addition of an allowance for vacancies
  - Employee benefit growth kept down by expected flattening of pension costs
  - Salaries and Wages show increase with recent large wage increases and full-funding of all staff in budget

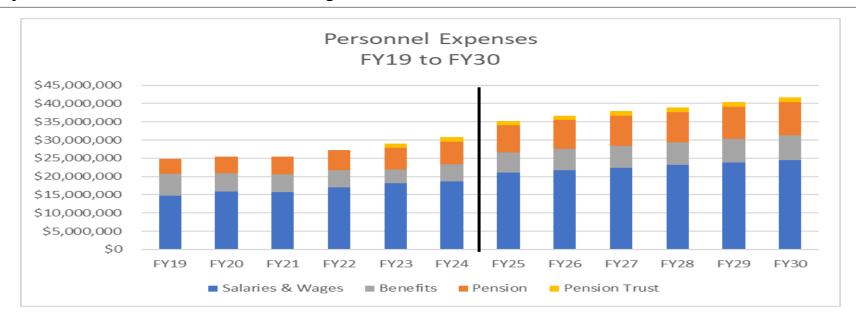




### Personnel Costs

- Salaries grew 4.8% through FY24 and are projected to grow 5.6% per year through FY30
- Pensions are expected to remain relatively flat in the next 5-years, as normal costs are lowered due to increased PEPRA employees

**FY25 to FY30 costs include all approved positions.** Typically, the County has vacancies throughout the year that reduce actual costs. To account for this, the Forecast includes a vacancy factor on salaries and non-pension benefits



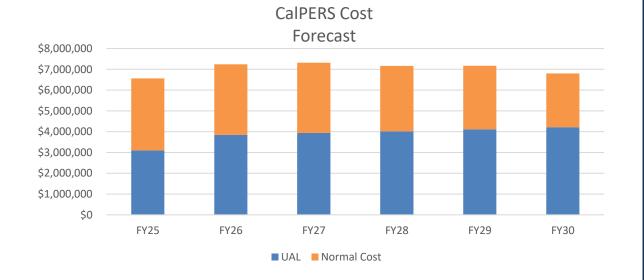
# RBConsulting

## Salaries, Benefits and Pension

- FY22-F24 shows actual salary and benefit cost. Large salary increase in FY25 based on fully-funded positions, and COLA increases
- Allowance for vacancies seeks to not over-represent salaries and benefits in forecasts, and is based on historical budget to actual comparisons -- the vacancy rate is not applied to pension UAL or the pension trust amounts

	Actual	Actual	Expected	Budget	Projected	Projected
	FY22	FY23	FY24	FY25	FY26	FY27
Salaries & Wages	17,008,349	18,150,677	18,670,147	22,270,407	23,094,538	23,782,403
Employee Benefits	10,283,050	10,867,913	12,120,545	14,505,337	15,435,667	15,793,901
Allowance for Vacancies	-	-	-	(1,624,337)	(1,672,932)	(1,719,221)

 Pension costs are expected to flatten out based on PERS actuarial forecasts—
 Normal cost is reduced with increased PEPRA employees, and Unfunded Actuarial Liability (UAL) will only increase slightly

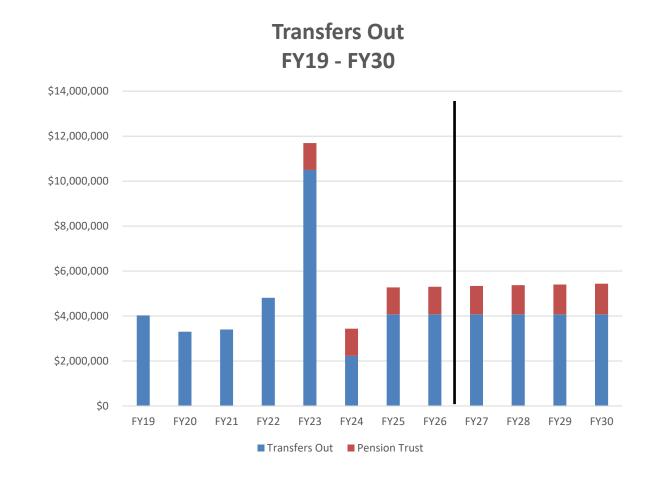


# RBConsulting

## Transfers Out

- Transfers out are generally stable, with periodic spikes – FY23 Stabilization Fund and Jail
- Most other transfers are for the support of programs outside the General Fund. This support is expected to continue
- Pension trust funds are included in FY23 and beyond

Transfers out include \$1.13M per year for affordable housing in FY25-FY30



# RBConsulting

## Capital

- The County has limited investment from the General Fund in capital projects
- Out-year CIP shows limited investments
- Bridgeport Jail CIP was partially setaside from FY23 net fund balance.
   The remainder may come from the FY24 net revenue

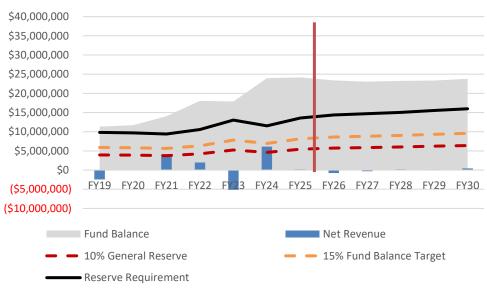
The County may need to dedicate regular funding to catch up with deferred maintenance on facilities and vehicles—currently not est.

### Mono County FY25 CIP General Fund Contributions

	FY25	FY26	FY27	FY28	FY29	FY30
Medic 7	500,000	100,000				
Bridgeport Jail	3,500,000	5,000,000				
Annex I and II carpet	120,000					
Annex II HVAC	180,000					
Defferred facility maintenance	100,000	100,000	100,000	100,000	100,000	100,000
Paint County Facilities	80,000	80,000	80,000	80,000	80,000	80,000
Annex I Roof	200,000					
Annex I and II paint	150,000					
North County Office Design	240,000					
Prop 68 Matching Funds		80,000				
Bridgeort Park Restrooms	100,000					
Marina Restroom		50,000				
Bridgeport Marina Ramp & Gate		100,000				
Cemetary		50,000				
Benton Crossing Rehab Phase 2				30,000	30,000	
Benton Crossing Rehab Phase 3			50,000			
Guardrails Replacement		35,000				
Aspen Springs Ranch Road	20,000					
Pinenut Road	30,000					
Total General Fund	5,220,000	5,595,000	230,000	210,000	210,000	180,000
Budgeted FY25 - FY30 Expense	408,000	595,000	230,000	210,000	210,000	180,000

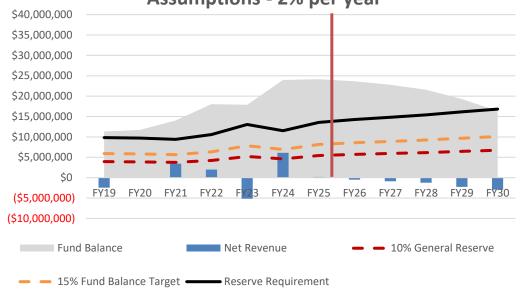
## Alt. Expense Forecasts

## Alternative #3: Fund Capital/Maintenance (\$1.0M/Year)



 With no other changes in the Baseline Forecast....the County can use reserves to fund add'l capital investment while maintaining its reserve policies

## Alternative #4: Lower Vacancy Rate Assumptions - 2% per year



- Lower vacancy rate assumptions 2% per year – will require use of reserves for ongoing expenses by FY30
- This could also be the result of adding of positions or increase pay

## Take-Aways

- 1) The County should be able to maintain services at current levels of service over the next 5 years
  - a) Continued full Property Tax In-Lieu of Vehicle License Fee (VLF)
  - b) Maintain assumed vacancy savings
- 2) Additional investments in Capital and facilities/vehicle maintenance (deferred and new) need to be included in future budgets, but will stress the County's budget balanced
  - The increased Hotel Tax ("TOT") should be generate over \$1 Million per year, but could be divided between affordable housing and facility/vehicle maintenace
- 3) Higher-than-forecast revenues can be used to fund expanded investment in County capital and facilities

## Recommendations

- Quantify expected investments needed to maintain County buildings, infrastructure, and vehicles. This is important to maintain long-term financial stability
- Analyze past and expected employee vacancies to better budget for expected funding each year. This avoids over-budgeting and frees up budget space for other investments. Also helps not to under-budget and need to make budget cuts mid-year
- Expand budget policies to provide direction to staff and set expectations for the Board and improve the underlying data used to develop the budget
  - Reserves policy in place
  - Proposed revenue methodology before the Board
  - Policies and funding of annual and deferred maintenance, use of vacancy factor in budgeting, expectations on funding one-time costs vs. ongoing expenses should be developed

# Questions/Comments

#### MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject:	<b>Policy Number:</b>	Page Number:
	B-11	Page 1 of 7
	<b>Date Approved:</b>	
BUDGET AND FINANCIAL POLICY		draft
	Revisions:	

#### **PURPOSE**

The Budget and Financial Policy is to provides guidelines to ensure financial stability and management of County finances in both the short and long term. The policy is meant to guide decisions during the budget process and throughout the fiscal year. Additionally, this Policy establishes minimum requirements for preparation, management, content and timeframes of the county budget.

#### **AUTHORITY**

California Government Code 29000 et. Seq. also known as "The County Budget Act"

#### **APPLICABILITY**

All Mono County Departments, special revenue funds, and special districts

#### **POLICY**

This budget policy sets forth goals for allocating public resources to efficiently and effectively deliver services to the County's residents and visitors. It underscores the importance of financial sustainability. While Mono County aims to adopt a structurally balanced budget each year, staff will review carryover funds to determine the portion that can be considered ongoing, using vacancy rates and other historical data as a basis for evaluation. This budget policy establishes goals by which to allocate public resources that efficiently and effectively provide services for citizens and visitors within the County. This policy demonstrates the importance of financial sustainability. While Mono County strives to adopt a structurally balanced budget every year, staff will evaluate carryover funding to identify a portion of that which would be considered ongoing, based on vacancy rates and other historical data.

#### 1. Balanced Budget

Mono County is required by the State Budget Act, Government Code section 29000, to adopt a budget that is balanced. A budget is balanced when total appropriations (or annual spending) is no more than estimated revenues and beginning fund balance.

Mono County strives to adopt a structurally balanced budget every year and, staff will evaluate carryover funding to identify a portion of that which would be considered ongoing, based on vacancy rates and other historical data.

#### 2. Reserve Balances

Maintaining adequate reserve balances is crucial for the County to sustain essential public services during economic downturns or catastrophic events. The following guidelines outline how to preserve these reserve balances: Establishing and maintaining adequate reserve balances ensures the County retains the ability to maintain essential public services during cyclical economic downturns or catastrophic events. The following are guidelines to maintain reserve balances:

- A. The combined balances of the General Reserve and the Economic Stabilization shall be a total of 25% of General Fund expenditures.
- B. Establish and maintain a <u>reserve</u> balance of 10 % of General Fund expenditures. The purpose of the general reserve balance is to provide spending resources in case of emergencies, as enumerated in Government Code Section 29127. The general reserve <u>balance</u> is to be carried forward in the <u>budget</u> from year to year. <u>The general reserve is established, canceled, or reduced only during the budget adoption process, except in instances of legally declared emergencies. Except in cases of legally declared emergencies, the general reserve is established, cancelled, or decreased only at the time the budget is adopted. The general reserve can be increased at any time during the year with a 4/5 vote of the Board.</u>
- C. Establish and maintain an <u>economic stabilization</u> balance of at least 15% of General Fund expenditures. The purpose of the economic stabilization balance is to provide resources to support the workforce and the delivery of essential public services during an economic downturn having a negative effect on the County's revenues. <u>The economic stabilization funds can be used as needed to maintain service levels and legally balance the County Budget as per the budget act.</u>
- D. When the fiscal year budget permits, the Board will consider placing prior year unspent expenditure contingencies and any portion of the prior year fund balance in reserve, up to the policy levels.
- E. As resources become available, the Board of Supervisors will establish additional Fund accounts for the purpose of accumulating funds for specific long-term purposes such as <a href="retirement-repayment">retirement-repayment</a> of long-term debt, paying down unfunded liabilities, paying for facility improvements, paying for equipment <a href="replacements;replacements">replacements;replacements</a>, and funding infrastructure replacement or expansion projects. An example of this is the Pension Rate Stabilization Trust (PRST).

#### 3. General Fund Contingency Appropriation Policy

4.<u>3.</u>

This paragraph 3, The General Fund Contingency Appropriation Policy (GFCAP) is designed to address the over-estimation of budgeted expenditures, which can create a widening gap between appropriations and actual spending. This gap artificially inflates the General Fund's structural deficit and impacts the financial decisions of the Board of Supervisors (BOS). This paragraph—constitutes the General Fund Contingency Appropriation policy (GFCAP). The purpose of the GFCAP is to reduce the overestimating of budgeted expenditure amounts, which results in a widening gap between budgeted appropriations and actual expenditures. This situation artificially inflates the General Fund's structural budget deficit and influences the Board of Supervisors' (BOS) financial decisions. This situation artificially increases the General Fund structural budget deficit and impacts the Board of Supervisors' (BOS) financing decisions.

The General Fund Contingency FCAP provides General Fund departments a framework to tighten budgetary cost controls at the account level to achieve a structurally balanced budget. The goal is to establish and maintain a General Fund contingency appropriation in each year's budget to accommodate unexpected increases in expenditures, which could not have reasonably been anticipated at the time the budget was developed. It also is intended to promote collaborative teamwork in managing the finances of the County's General Fund.

The General Fund Contingency FCAP policy has five elements as noted below:

#### A. Scope

This policy applies only to the County's General Fund. This policy and directs the creation of a contingency appropriation in the County's annual budget and equals the amount which is set aside each year to be appropriated for that year's unforeseen expenditure requirements.

The contingency appropriation is not a contingency reserve. A contingency reserve is a budgetary provision setting aside a portion of the General Fund balance (carryover) for an identified purpose. It is not a financing source in the County's annual budget. This policy directs the creation of a contingency appropriation in the County's annual budget and equals the amount which is set aside each year to be appropriated for that year's unforeseen expenditure requirements.

#### B. Compliance with Applicable Government Code Sections

The County shall adhere to the County Budget Act (Act) which is referenced in Government Code (GC) 29000 through 29144, and 29144 and is also included in Appendix B of the County Budget Guide (2014 Edition, Revision #1) issued by the California State Controller's Office. This policy is to be consistent with all provisions of the Act affecting appropriations for contingencies which are restated in this section. This section is provided as a summary only and not meant to be a full recitation of the County Budget Act or laws governing county budgets.

- GC 29006: The adopted budget shall include, at a minimum, estimated or actual amounts by fund for ... (d) appropriations for contingencies.
- GC 29084: The budget may contain an appropriation(s) for contingencies in such amounts as the BOS deems sufficient.
- GC 29125: Transfers and revisions to appropriation for contingencies is made by formal action of the BOS, by a four-fifths vote.
- GC 29126: For any appropriation in whole or in part that is not needed, the Board of Supervisors may cancel the unneeded appropriation and transfer the amount to appropriation for contingencies.

#### C. Establishing the Contingency Appropriation

The County will establish a General Fund contingency appropriation with each budget cycle using the guidelines provided in this section.

The General Fund contingency appropriation is targeted to be at least 1% but no more than 5% of budgeted General Fund expenditures, excluding the contingency

appropriation itself. The amount of the General Fund contingency appropriation is targeted at a minimum of 1% but no more than 5% of budgeted General Fund expenditures (not including this General Fund contingency appropriation).

The General Fund contingency appropriation will be set and adjusted during each budget cycle, included as a separate department within the General Fund budget. Any remaining balance in the contingency appropriation at the end of the fiscal year will expire and revert to the General Fund carryover balance. The General Fund contingency appropriation will be established and/or adjusted with each budget eycle, will be included as a separate department of the General Fund budget, and the balance left in the contingency appropriation at the end of each fiscal year will terminate and lapse as a contribution to General Fund carryover fund balance.

The General Fund contingency appropriation cannot be more than the following for each budget year:

- General Fund contingency appropriation = Total General Fund funding sources - Other General Fund appropriations + Unassigned General Fund balance Total General Fund funding sources
- Less all other General Fund appropriations
- Plus amounts available from General Fund unassigned fund balance.

The amount of the contingency appropriation may be adjusted by 4/5ths vote of the BOS at any time during the fiscal year after the adoption of the County's final budget.

#### D. Use of the Contingency Appropriation

Only General Fund departments may request use of the contingency appropriation.

The department initiates a request for use of the contingency appropriation by submitting a request <u>using an Appropriation Transfer Request</u> to the County Administrative Officer (CAO). Once the need is approved by the CAO the request may be brought forward in either of two ways:

- i. By submitting an individual agenda item through the County's agenda software program which must be reviewed by the CAO, County Counsel, and the Finance Department prior to being placed on the Board's agenda. The agenda transmittal must include a statement by the department justifying the use of the contingency appropriation consistent with this policy.
- ii. By requesting the use of the contingency appropriation, as instructed, during the mid-year (or other intra-period) budget review process. The department must document its justification for the use of the contingency appropriation consistent with this policy.

Transfer from the contingency appropriation must be approved by the BOS with a 4/5ths vote prior to recording the requested transfer.

Use of the contingency appropriation is allowed for the following reasons and circumstances:

i. Unforeseen expenditures that could not have been anticipated at the time the annual budget was adopted.

- ii. When the department is impacted by legislative changes not known at the time of budget development and which has a negative impact on the department's expenditures (i.e., increases expenditures).
- iii. Increases in expenditures necessary to maintain current service levels.
- iv. Economic events that increase vendor costs such as utility rate increases or an increase in a vendor's rates.
- v. Unanticipated operational changes.
- vi. Use of contingency should not be used to fund new expenditures of an ongoing nature.
  - a. Before requesting the use of the contingency appropriation, the department must ensure:
    - a. i. All unanticipated revenue has been appropriated.
    - b. ii. No other appropriations within its budget are available for reallocation to address the budget shortfall.
    - c. iii. No other legally applicable appropriations are available in another fund under its control to cover the shortfall. Prior to requesting use of the contingency appropriation, the department must have:
- i. No unanticipated revenue that has not been appropriated.
- ii. No other appropriations within its own budget which can be reallocated to cover the budget shortfall.
- No other appropriation available in another fund that it controls that can be legally applied to cover the budget shortfall.

#### 5.4. General Fund Balances

Government Accounting Standards Board (GASB) Statement Number 54 requires the County to segregate fund balances into five basic categories. These categories are:

- A. *Nonspendable fund balance* (such as inventories or prepaid expenditures) is used for amounts that are not in spendable form to segregate them in fund balance so that it cannot be appropriated.
- B. *Restricted fund balance* (such as creditors, grant providers or contributors) is used for amounts restricted to specific purposes by external parties.
- C. Committed fund balance (to cover commitments the Board of Supervisors has made) is used for amounts determined by formal action (i.e., resolution) of the Board of Supervisors to be used for a specific purpose.
- D. Assigned fund balance (such as covering deficit fund balances) is used for amounts intended to for a specific purpose and can be established by the Board or the CAO.
- E. Unassigned fund balance (everything not included in the other types of fund balance).

Restricted, committed, assigned, and unassigned fund balance amounts together constitute spendable fund balance, and these amounts are available for appropriation and use in balancing next year's budget.

The Finance Director is responsible for segregating each fund balance by category and amount and informing the CAO and the Board of Supervisors of the amount of spendable fund balance available for use in balancing the budget for the upcoming year.

#### 6.5. Strategic Planning

The County uses a strategic planning process for setting priorities and making budgetary decisions. This allows development, initiation, and funding of new or revised programs <sup>5</sup>

over a <u>fivethree</u>-year period, in sync with a comprehensive planning process that establishes the Board's priorities for satisfying long-term community needs. All new or revised services are evaluated within the framework of the strategic plan, which is intended to be updated consistent with the Board of Supervisors approved Strategic Plan timeframe.

#### 7.6. Fiscal Management

Mono County adheres to fiscal management principles to ensure resilience by:

- A. A. Employing a conservative budgeting approach to eliminate budget deficits whenever possible. For revenues, this involves realistic forecasting grounded in established analytical methods, such as historical trends and economic indicators. For expenditures, it entails limiting spending to align with work plans, ensuring the continued delivery of existing public services.
- B. Reviewing fees starting in January every year. Fees should be calculated to include all actual costs of providing the service, including overhead. It is the responsibility of the departments to review their fees annually and ensure they are in alignment with the services. Any revised fees will be adopted as part of the Preliminary Budget in June
- C. Incorporate long-term financial planning into the budget cycle to guide financial decision-making.

Mono County uses fiscal management principles to ensure resiliency in order to:

- A.D. Annually consider reduction of long-term debt and unfunded liabilities.
- B.E. Establish an equitable basis for allocating internal costs to all service users with the annual Cost Allocation Plan submitted to the state.
- C. Review fees annually. Fees should be calculated to include all actual costs of providing the service, including overhead. It is all department's responsibility to annually review fees and ensure accuracy for the services. It is the responsibility of the department's to review their fees annually and ensure they are in alignment with the services.
- D. Incorporate long-term financial planning into the budget cycle to guide financial decision-making.

#### 8.7. Budget Adjustments

Budget adjustments are allowed throughout the fiscal year. Intradepartmental budget adjustment requests of net-zero\theta-changes are allowed throughout the year with appropriate approvals (see "Appropriation Transfer Request" form). Net-zero\theta-changes to budget are referred to as Administrative Budget Adjustments. Departments are allowed to spend within the total Board approved appropriations for a single Budget Unit and make changes to budget within those appropriations with approval of the CAO or Board designee. Budget adjustments that increase total appropriations or require use of appropriations between various budget units require Board approval.

#### 9.8. Capital Improvement Plan (CIP)

There will be an annual CIP workshop with the Mono County Board of Supervisors to consider and prioritize purchases and projects for the following year. After the Board

workshop the CIP will be taken to the Planning Agency Community Development

Department Planning Commission to ensure compliance with the Mono County General

Plan and then returned to the Mono County Board of Supervisors for approval. This CIP

will prioritize projects and contributions from the General Fund, as well as grants and
state/federal allocations for the maintenance and improvement of county infrastructure
and facilities.

Mono County will work with regional partners to reduce County costs for maintaining and improving the County infrastructure and facilities shared with other jurisdictions.

Mono County will assess facilities and determine when new facilities are needed pr maintenance is required as part of the CIP workshop. Mono County will plan for new facilities only if operating and maintenance costs for those facilities are fully recognized and accounted for in multi-year financial plans. Additionally, the cost must provide adequate routine maintenance each year to avoid the higher cost of deferred maintenance.

#### 10.9. New Services

New Services will only be added after identifying a need (see section on strategic planning) and only when adequate resources for staffing and on-going operational funding are available in multi-year financial plans.

#### 41.10. Guidelines for Operational Efficiencies

- A. Provide County services in the most cost effective and operationally efficient manner.
- B. When program funding is cut or eliminated, reduce, or eliminate the program accordingly, unless otherwise mandated.
- C. Provide staffing levels that consider multi-year needs, reasonable workload per employee, and minimize the possibility of layoffs or furloughs resulting from inadequate revenues.
- D. For special projects or certain expertise in the short-term, utilize temporary employees (not to exceed 1,000 hours) and consultants.
- E. Utilize community expertise on a voluntary basis, as appropriate.
- F. Ensure that fee-supported services are staffed appropriately to render the services for which customers have paid. Minimize the use of subsidies to support continuation of such services.
- G. Work through partnerships, <u>JPA's Joint Power Authorities</u>, and regional relationships to share costs for local programs whenever possible.

#### 12.11. Budget Development

The County will develop an operating budget with constraints. The budget team estimates resources available, costs out workforce as well as non-discretionary spending. An operating budget with the above fixed costs incorporates the following elements:

- B. Benefits
- C. A-87 Indirect Cost Plan charges for applicable departments.
- D. Debt Service (Civic Center, Pension Obligation Bond EMS, and Jail ectetc.)
- E. General Liability and Workmen's Workers Comp Insurance
- F. Internal Service Rates (Insurance ISF, Fleet ISF, Copier pool and Technology ISF)
- G. Copier pool program will roll into Tech ISF in 2024-25

The County will allow for departments to propose budgets to the CAO's office for review. The CAO will propose a Recommended Budget to the Board of Supervisors to consider both resources and priorities based on public need, government mandate and the Strategic Plan and make recommended adjustments for the Final budget for adoption.

The role of department heads is to develop a fiscally responsible department budget with consideration of the public need, government mandate, and priorities coming out of the Strategic Plan, and consistent with past spending patterns and known revenue sources.

The Board will consider the budget during a workshop and provide direction to CAO and staff for changes for the Final Budget.

The general budget development timeline will be delivered to the Board annually for adoption.

#### 12. Special Funding

Any time there is funding received outside traditional funding sources, the funds will be allocated by the Mono County Board as all standard funding sources in the annual budget process with the following factors in mind:

- CIP projects based on annual workshop
- Reducing unfunded liability
- Consistent with whatever guidelines of the funding source

#### 13. Revenue Projections

All major general revenues sources are listed below and will be reviewed based on current or expected economic conditions each year. All major general fund revenue sources are budgeted in accordance with established assumptions with variations from the established assumptions clearly stated if made in the budget:

- a. Secured Property Taxes Budget projection based on prior year actuals with %a percentage increase based on 10-year average of actual tax collections and current economic climate. This can be updated for the Recommended Bbudget based on the assessment roll delivered to the Auditor Controllers office by July 1st.
- b. Professional Service Fees Budget projection is based on 2% increase from prior year actuals. This will be updated for Final budget once Cost Plan is completed by finance.
- c. Transient Occupancy Tax Budget Projection based on linear forecasting @ 98% of 5-year historical actuals.
- d. VIFVLF In Lieu Budget projection is based on prior year actuals with up to 2% growth.
- e. Unsecured Property Taxes Budget projection is based on prior year actuals with up to 2% growth.

- f. Federal: Payment In Lieu Taxes (PILT) Budget projection for Payments in Lieu of Taxes (PiltPILT) is based on prior year, no growth.
- g. Excess ERAF Budget projection is based on prior year actuals, with up to 2% growth.
- h. Insufficient VLF (new account 2025) Budget projection is based on claim created by Finance for two years prior. Ex. FY 2024-25 budget is based on claim for 2022-23.
- i. Unitary Property Taxes Budget projection is based on prior year actuals with up to 2% growth.
- j. Sales and Use tax Budget projection based on HDL estimate received from Finance.

#### 14. Vacancy Factor

Annually Mono County will make use of a vacancy factor based on historical averages of 5 years. This vacancy factor will be applied to all general fund and non-general fund departments to reduce budget and actual swings. This will allow for Mono County to streamline the annual operating budget. The vacancy factor will be based on the 5-year average vacancy rate and applied to all departments.

#### MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject:	<b>Policy Number:</b>	Page Number:
	B-11	Page 1 of 7
	Date Approved:	
BUDGET AND FINANCIAL POLICY		draft
	Revisions:	

#### **PURPOSE**

The Budget and Financial Policy provides guidelines to ensure financial stability and management of County finances in both the short and long term. The policy is meant to guide decisions during the budget process and throughout the fiscal year. Additionally, this Policy establishes minimum requirements for preparation, management, content and timeframes of the county budget.

#### **AUTHORITY**

California Government Code 29000 et. Seq. also known as "The County Budget Act"

#### **APPLICABILITY**

All Mono County Departments, special revenue funds, and special districts

#### **POLICY**

1. This budget policy sets forth goals for allocating public resources to efficiently and effectively deliver services to the County's residents and visitors. It underscores the importance of financial sustainability. While Mono County aims to adopt a structurally balanced budget each year, staff will review carryover funds to determine the portion that can be considered ongoing, using vacancy rates and other historical data as a basis for evaluation.Balanced Budget

Mono County is required by the State Budget Act, Government Code section 29000, to adopt a budget that is balanced. A budget is balanced when total appropriations (or annual spending) is no more than estimated revenues and beginning fund balance.

#### 2. Reserve Balances

- A. Maintaining adequate reserve balances is crucial for the County to sustain essential public services during economic downturns or catastrophic events. The following guidelines outline how to preserve these reserve balances: The combined balances of the General Reserve and the Economic Stabilization shall be a total of 25% of General Fund expenditures.
- B. Establish and maintain a <u>reserve</u> balance of 10 % of General Fund expenditures. The purpose of the general reserve balance is to provide spending resources in case of emergencies, as enumerated in Government Code Section 29127. The general reserve balance is to be carried forward from year to year. The general reserve is

- established, canceled, or reduced only during the budget adoption process, except in instances of legally declared emergencies..
- C. Establish and maintain an economic stabilization balance of at least 15% of General Fund expenditures. The purpose of the economic stabilization balance is to provide resources to support the workforce and the delivery of essential public services during an economic downturn having a negative effect on the County's revenues. The economic stabilization funds can be used as needed to maintain service levels and legally balance the County Budget as per the budget act.
- D. When the fiscal year budget permits, the Board will consider placing prior year unspent expenditure contingencies and any portion of the prior year fund balance in reserve, up to the policy levels.
- E. As resources become available, the Board of Supervisors will establish additional Fund accounts for the purpose of accumulating funds for specific long-term purposes such as repayment of long-term debt, paying down unfunded liabilities, paying for facility improvements, paying for equipment replacements, and funding infrastructure replacement or expansion projects. An example of this is the Pension Rate Stabilization Trust (PRST).

#### 3. General Fund Contingency

The General Fund Contingency is designed to address the over-estimation of budgeted expenditures, which can create a widening gap between appropriations and actual spending. This gap artificially inflates the General Fund's structural deficit and impacts the financial decisions of the Board of Supervisors (BOS).

The General Fund Contingency provides departments a framework to tighten budgetary cost controls at the account level to achieve a structurally balanced budget. The goal is to establish and maintain a General Fund contingency appropriation in each year's budget to accommodate unexpected increases in expenditures, which could not have reasonably been anticipated at the time the budget was developed. It also is intended to promote collaborative teamwork in managing the finances of the County's General Fund.

The General Fund Contingency has five elements as noted below:

#### A. Scope

This applies only to the County's General Fundand directs the creation of a contingency appropriation in the County's annual budget and equals the amount which is set aside each year to be appropriated for that year's unforeseen expenditure requirements.

The contingency appropriation is not a contingency reserve. A contingency reserve is a budgetary provision setting aside a portion of the General Fund balance (carryover) for an identified purpose. It is not a financing source in the County's annual budget.

#### B. Compliance with Applicable Government Code Sections

The County shall adhere to the County Budget Act (Act) which is referenced in Government Code (GC) 29000 through 29144 and is also included in Appendix B of the County Budget Guide (2014 Edition, Revision #1) issued by the California State Controller's Office. This policy is to be consistent with all provisions of the Act affecting appropriations for contingencies which are restated in this section. This section is provided as a summary only and not meant to be a full recitation of the County Budget Act or laws governing county budgets.

- GC 29006: The adopted budget shall include, at a minimum, estimated or actual amounts by fund for ... (d) appropriations for contingencies.
- GC 29084: The budget may contain an appropriation(s) for contingencies in such amounts as the BOS deems sufficient.
- GC 29125: Transfers and revisions to appropriation for contingencies is made by formal action of the BOS, by a four-fifths vote.
- GC 29126: For any appropriation in whole or in part that is not needed, the Board of Supervisors may cancel the unneeded appropriation and transfer the amount to appropriation for contingencies.

#### C. Establishing the Contingency Appropriation

The County will establish a General Fund contingency appropriation with each budget cycle using the guidelines provided in this section.

The General Fund contingency appropriation is targeted to be at least 1% but no more than 5% of budgeted General Fund expenditures, excluding the contingency appropriation itself.

The General Fund contingency appropriation will be set and adjusted during each budget cycle, included as a separate department within the General Fund budget. Any remaining balance in the contingency appropriation at the end of the fiscal year will expire and revert to the General Fund carryover balance.

The General Fund contingency appropriation cannot be more than the following for each budget year:

General Fund contingency appropriation = Total General Fund funding sources - Other General Fund appropriations + Unassigned General Fund balance The amount of the contingency appropriation may be adjusted by 4/5ths vote of the BOS at any time during the fiscal year after the adoption of the County's final budget.

#### D. Use of the Contingency Appropriation

Only General Fund departments may request use of the contingency appropriation.

The department initiates a request for use of the contingency appropriation by submitting a request using an Appropriation Transfer Request to the County Administrative Officer (CAO). Once the need is approved by the CAO the request may be brought forward in either of two ways:

- i. By submitting an individual agenda item through the County's agenda software program which must be reviewed by the CAO, County Counsel, and the Finance Department prior to being placed on the Board's agenda. The agenda transmittal must include a statement by the department justifying the use of the contingency appropriation consistent with this policy.
- ii. By requesting the use of the contingency appropriation, as instructed, during the mid-year (or other intra-period) budget review process. The department must document its justification for the use of the contingency appropriation consistent with this policy.

Transfer from the contingency appropriation must be approved by the BOS with a 4/5ths vote prior to recording the requested transfer.

Use of the contingency appropriation is allowed for the following reasons and circumstances:

- i. Unforeseen expenditures that could not have been anticipated at the time the annual budget was adopted.
- ii. When the department is impacted by legislative changes not known at the time of budget development and which has a negative impact on the department's expenditures (i.e., increases expenditures).
- iii. Increases in expenditures necessary to maintain current service levels.
- iv. Economic events that increase vendor costs such as utility rate increases or an increase in a vendor's rates.
- v. Unanticipated operational changes.
- vi. Use of contingency should not be used to fund new expenditures of an ongoing nature.
- i. Before requesting the use of the contingency appropriation, the department must ensure:
  - a. All unanticipated revenue has been appropriated.
  - b. No other appropriations within its budget are available for reallocation to address the budget shortfall.
  - c. No other legally applicable appropriations are available in another fund under its control to cover the shortfall.

#### 4. General Fund Balances

Government Accounting Standards Board (GASB) Statement Number 54 requires the County to segregate fund balances into five basic categories. These categories are:

- A. *Nonspendable fund balance* (such as inventories or prepaid expenditures) is used for amounts that are not in spendable form to segregate them in fund balance so that it cannot be appropriated.
- B. Restricted fund balance (such as creditors, grant providers or contributors) is used for amounts restricted to specific purposes by external parties.
- C. *Committed fund balance* (to cover commitments the Board of Supervisors has made) is used for amounts determined by formal action (i.e., resolution) of the Board of Supervisors to be used for a specific purpose.
- D. Assigned fund balance (such as covering deficit fund balances) is used for amounts intended to for a specific purpose and can be established by the Board or the CAO.
- E. Unassigned fund balance (everything not included in the other types of fund balance).

Restricted, committed, assigned, and unassigned fund balance amounts together constitute spendable fund balance, and these amounts are available for appropriation and use in balancing next year's budget.

The Finance Director is responsible for segregating each fund balance by category and amount and informing the CAO and the Board of Supervisors of the amount of spendable fund balance available for use in balancing the budget for the upcoming year.

#### 5. <u>Strategic Planning</u>

The County uses a strategic planning process for setting priorities and making budgetary decisions. This allows development, initiation, and funding of new or revised programs over a three-year period, in sync with a comprehensive planning process that establishes the Board's priorities for satisfying long-term community needs. All new or revised

services are evaluated within the framework of the strategic plan, which is intended to be updated consistent with the Board of Supervisors approved Strategic Plan timeframe.

#### 6. <u>Fiscal Management</u>

Mono County adheres to fiscal management principles to ensure resilience by:

- A. Employing a conservative budgeting approach to eliminate budget deficits whenever possible. For revenues, this involves realistic forecasting grounded in established analytical methods, such as historical trends and economic indicators. For expenditures, it entails limiting spending to align with work plans, ensuring the continued delivery of existing public services.
- B. Reviewing fees starting in January every year. Fees should be calculated to include all actual costs of providing the service, including overhead. It is the responsibility of the departments to review their fees annually and ensure they are in alignment with the services. Any revised fees will be adopted as part of the Preliminary Budget in June
- C. Incorporate long-term financial planning into the budget cycle to guide financial decision-making.

Mono County uses fiscal management principles to ensure resiliency in order to:

- D. Annually consider reduction of long-term debt and unfunded liabilities.
- E. Establish an equitable basis for allocating internal costs to all service users with the annual Cost Allocation Plan submitted to the state.

#### 7. <u>Budget Adjustments</u>

Budget adjustments are allowed throughout the fiscal year. Intradepartmental budget adjustment requests of net-zero-changes are allowed throughout the year with appropriate approvals (see "Appropriation Transfer Request" form). Net-zero-changes to budget are referred to as Administrative Budget Adjustments. Departments are allowed to spend within the total Board approved appropriations for a single Budget Unit and make changes to budget within those appropriations with approval of the CAO or Board designee. Budget adjustments that increase total appropriations or require use of appropriations between various budget units require Board approval.

#### 8. Capital Improvement Plan (CIP)

There will be an annual CIP workshop with the Mono County Board of Supervisors to consider and prioritize purchases and projects for the following year. After the workshop the CIP will be taken to Planning Commission to ensure compliance with the Mono County General Plan and then returned to the Mono County Board of Supervisors for approval. This CIP will prioritize projects and contributions from the General Fund, as well as grants and state/federal allocations for the maintenance and improvement of county infrastructure and facilities.

Mono County will work with regional partners to reduce County costs for maintaining and improving the County infrastructure and facilities shared with other jurisdictions.

Mono County will assess facilities and determine when new facilities are needed pr maintenance is required as part of the CIP workshop. Mono County will plan for new facilities only if operating and maintenance costs for those facilities are fully recognized and accounted for in multi-year financial plans. Additionally, the cost must provide adequate routine maintenance each year to avoid the higher cost of deferred maintenance.

#### 9. New Services

New Services will only be added after identifying a need (see section on strategic planning) and only when adequate resources for staffing and on-going operational funding are available in multi-year financial plans.

#### 10. <u>Guidelines for Operational Efficiencies</u>

- A. Provide County services in the most cost effective and operationally efficient manner.
- B. When program funding is cut or eliminated, reduce, or eliminate the program accordingly, unless otherwise mandated.
- C. Provide staffing levels that consider multi-year needs, reasonable workload per employee, and minimize the possibility of layoffs or furloughs resulting from inadequate revenues.
- D. For special projects or certain expertise in the short-term, utilize temporary employees (not to exceed 1,000 hours) and consultants.
- E. Utilize community expertise on a voluntary basis, as appropriate.
- F. Ensure that fee-supported services are staffed appropriately to render the services for which customers have paid. Minimize the use of subsidies to support continuation of such services.
- G. Work through partnerships, Joint Power Authorities, and regional relationships to share costs for local programs whenever possible.

#### 11. <u>Budget Development</u>

The County will develop an operating budget with constraints. The budget team estimates resources available, costs out workforce as well as non-discretionary spending. An operating budget with the above fixed costs incorporates the following elements:

- A. Salary and Wages
- B. Benefits
- C. Indirect Cost Plan charges for applicable departments.
- D. Debt Service (Civic Center, Pension Obligation Bond EMS, Jail etc.)
- E. General Liability and Workers Comp Insurance
- F. Internal Service Rates (Insurance ISF, Fleet ISF, Copier pool and Technology ISF)

The County will allow for departments to propose budgets to the CAO's office for review. The CAO will propose a Recommended Budget to the Board of Supervisors to consider both resources and priorities based on public need, government mandate and the Strategic Plan and make recommended adjustments for the Final budget for adoption.

The role of department heads is to develop a fiscally responsible budget with consideration of the public need, government mandate, and priorities coming out of the Strategic Plan, consistent with past spending patterns and known revenue sources.

The Board will consider the budget during a workshop and provide direction to CAO and staff for changes for the Final Budget.

The general budget development timeline will be delivered to the Board annually for adoption.

#### 12. Special Funding

Any time there is funding received outside traditional funding sources; the funds will be allocated by the Mono County Board as all standard funding sources in the annual budget process with the following factors in mind:

- CIP projects based on annual workshop
- Reducing unfunded liability
- Consistent with whatever guidelines of the funding source

#### 13. Revenue Projections

All major general revenues sources are listed below and will be reviewed based on current or expected economic conditions each year. All major general fund revenue sources are budgeted in accordance with established assumptions with variations from the established assumptions clearly stated if made in the budget:

- a. Secured Property Taxes Budget projection based on prior year actuals with a percentage increase based on 10-year average of actual tax collections and current economic climate. This can be updated for the Recommended Budget based on the assessment roll delivered to the Auditor Controllers office by July 1<sup>st</sup>.
- b. Professional Service Fees Budget projection is based on 2% increase from prior year actuals. This will be updated for Final budget once Cost Plan is completed by finance.
- c. Transient Occupancy Tax Budget Projection based on linear forecasting @ 98% of 5-year historical actuals.
- d. VLF In Lieu Budget projection is based on prior year actuals with up to 2% growth.
- e. Unsecured Property Taxes Budget projection is based on prior year actuals with up to 2% growth.
- f. Federal: Payment In Lieu Taxes (PILT) Budget projection for Payments in Lieu of Taxes (PILT) is based on prior year, no growth.
- g. Excess ERAF Budget projection is based on prior year actuals, with up to 2% growth.
- h. Insufficient VLF (new account 2025) Budget projection is based on claim created by Finance for two years prior. Ex. FY 2024-25 budget is based on claim for 2022-23.
- i. Unitary Property Taxes Budget projection is based on prior year actuals with up to 2% growth.
- j. Sales and Use tax Budget projection based on HDL estimate received from Finance.

#### 14. Vacancy Factor

Annually Mono County will make use of a vacancy factor based on historical averages of 5 years. This vacancy factor will be applied to all general fund and non-general fund departments to reduce budget and actual swings. This will allow for Mono County to streamline the annual operating budget. The vacancy factor will be based on the 5-year average vacancy rate and applied to all departments.

#### MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject:	<b>Policy Number:</b>	Page Number:
	B-11	Page 1 of 2
	Date Approved:	
BUDGET ADJUSTMENTS POLICY		Draft for adoption
	<b>Revisions:</b>	

#### **PURPOSE**

The Budget adjustment policy is to provide guidelines to ensure consistency across all county departments when requesting changes to board approved appropriations.

#### <u>AUTHORITY</u>

California Government Code 29000 et. Seq. also known as "The County Budget Act"

#### APPLICABILITY

All Mono County Departments, special revenue funds, and special districts

#### **POLICY**

The Mono County adopted budget is the Board's authorization to spend county resources. All departments are responsible for monitoring their Budgets and should execute an Appropriation Transfer Request (ATR) prior to expenditures exceeding approved appropriations. The initiating department is the one requesting the adjustment and must get approval in the order of routing signature on the ATR form.

In accordance with B-5 Budget and Financial Policy, Budget adjustments are allowed throughout the fiscal year. Intradepartmental budget adjustment requests of net-zero-changes are allowed throughout the year with appropriate approvals (see "Appropriation Transfer Request" form). Net-zero-changes to budget are referred to as Administrative Budget Adjustments. Departments are allowed to spend within the total Board approved appropriations for a single Budget Unit and make changes to the budget within those appropriations with approval of the CAO or designee. Budget adjustments that increase total appropriations or require use of appropriations between various budget units require Board approval.

#### 1. Administrative Budget Adjustments

Any budget adjustments to specific objects that does not increase total board approved appropriations. Administrative adjustments are required when there is any need for expenditures over total budget for a major object. Object accounts are signified with a five-digit numerical code at the end of the entire account string. Departments are not allowed to make use of Salary and Benefit line items unless requesting to provide a service with an external consultant that would otherwise be provided by an allocated position.

1

Major Objects are as follows for all expenditures in the chart of accounts:

20000 series – Salaries & Benefits

30000 series – Services & Supplies

40000 series – Support of Others

50000 series – Capital Outlay

60000 series – Liability Expense & Operating Transfers

#### 2. Board Budget Adjustments

Budget adjustments that increase total appropriations in a single budget unit or require use of appropriations between various budget units require Board approval.

Any department that identifies a need exceeding the total board-approved appropriations must contact the County Administrative Office to discuss the need, its scope, and the timing for bringing it to the Board for consideration.

# Mono County Budget Development & Timeline

January 21, 2025



### **Annual Budget**

**Budget Development Timeline** 

**Phases** 

**Review Final Adopted Budget** for Mid-year adjustments

**Budget Development** for following year

**Preliminary Budget Adoption by June 30** 

Recommended **Budget published for Public hearing in August and Adopted** in September

November -**February** 

- Midyear review and budget adjustments as needed
- CAO distributes Budget Instructions for following year
- February CAO presents Midyear Budget to the BOS
- Mid-year Budget adjustments as needed

March - May

July - September

- March Develop Budget Requests for following year
- April Finalize Department Requests, Develop Policy items
- May BOS workshop for following year Budget
- May Revisit CIP status and include in Budget

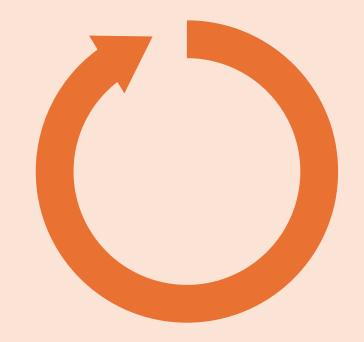


- Determine preliminary carry over balance
- Integrate Final Revenues from State and Assessment Roll
- Consider new program and position requests
- August 8th Public Hearing with Recommended Budget



# Budget is a system

Planning for a desired future



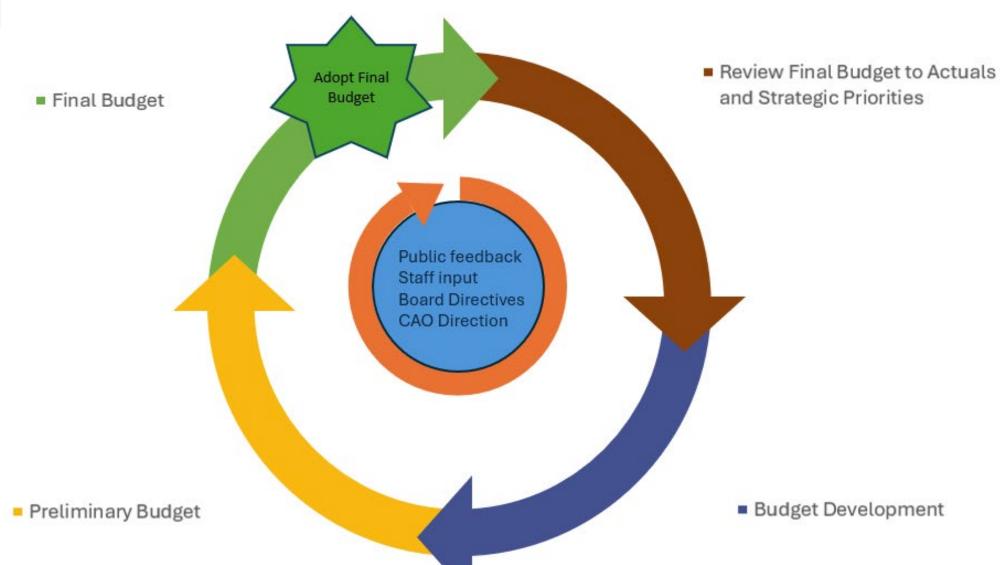
Allocating resources toward desired future

 Monitoring to maintain the plan and allocation of resources to a desired outcome



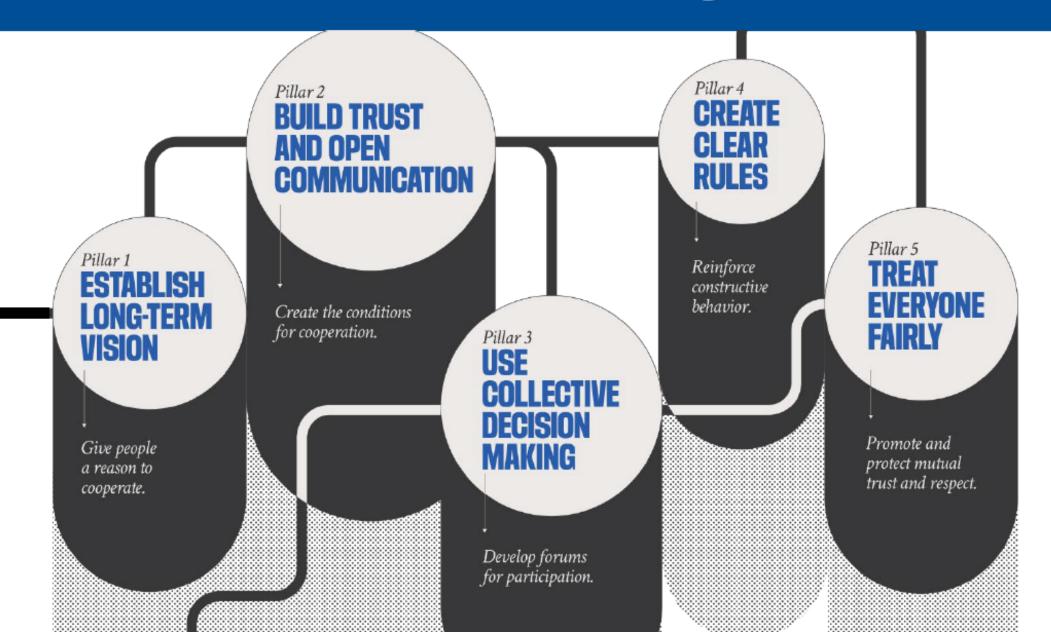
### **Annual Budget**

**Budget Development Process** 



## Financial Foundations for Thriving Communities





## Pillar 1 – Establish long term vision

Budget process will be guided by the 4 strategic focus areas from the last Strategic Plan



# Pillar 2 – Build Trust and open communication

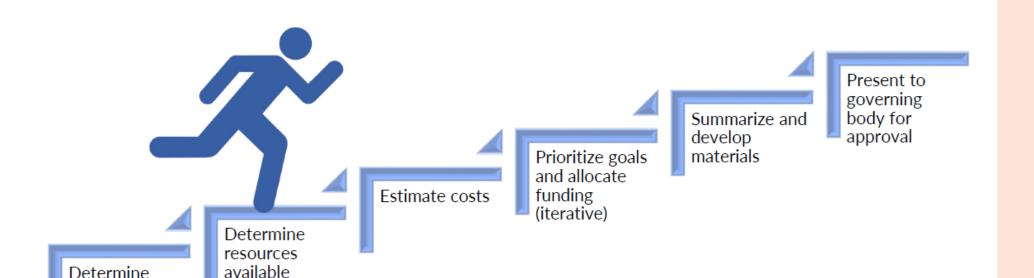
### **Communicating at Every Step**

goals and

upcoming budget period

priorities for





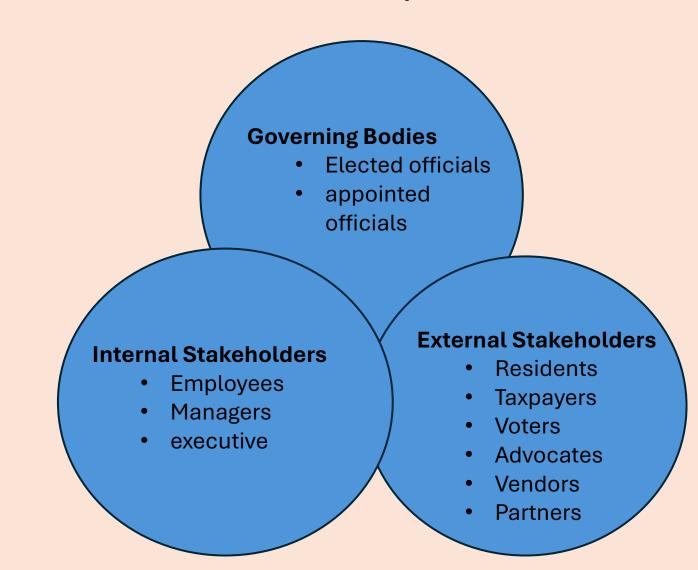
Budget Workshop May 15

Public Hearing August 19th

Budget for adoption September 9th

## Pillar 3 – Use collective decision making

Communication = Reciprocal, Reflective, and Respectful



### Pillar 4 – Create clear rules

- Budget Instruction Manual with policy and process
- Fiscal and Budget policy strengthened

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## **Budget Instruction Manual**

Fiscal Year 2025-26

## Pillar 5 – Treat Everyone fairly

- Promote and protect mutual trust and respect
- All requests are funneled through the same process
- All requests are handled according to Budget instruction manual or Board approved policy



# Looking forward



### Key dates

- February = Mid-year
- March = opening of budget for all departments
- May = Budget workshop at Board Special meeting
- June = Preliminary
- August = Public hearing at Board meeting
- September = Budget adopted



## Questions & Comments

Thank you <sup>©</sup>



#### REGULAR AGENDA REQUEST

■ Print

MEETING DATE	January 21, 2025
Departments: Ris	k Management

TIME REQUIRED 30 minutes

**SUBJECT** Update to Mono County Policies and

Procedures Manual - Policy A-13 Mono County Injury and Illness Prevention Plan; Policy A-12 Mono County Emergency Action Plan; Workplace Safety Workshop PERSONS APPEARING BEFORE THE BOARD Jay Sloane, Risk Manager

#### **AGENDA DESCRIPTION:**

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

Staff update on new sections added to the Mono County Policies and Procedures Manual: Policy A-13 Mono County Injury and Illness Prevention Plan and Policy A-12 Mono County Emergency Action Plan.

#### **RECOMMENDED ACTION:**

Receive updated sections added to the Mono County Policies and Procedures Manual that were adopted administratively.

#### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Jay Sloane

PHONE/EMAIL: 760-932-5405 / jsloane@mono.ca.gov

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

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

☐ YES 
☐ NO

#### **ATTACHMENTS:**

Click to download

D StaffReport
D IIPP
D Emer Action Plan

Time	Who	Approval
1/16/2025 1:24 PM	County Counsel	Yes
1/14/2025 10:29 AM	Finance	Yes
1/16/2025 1:40 PM	County Administrative Office	Yes

**County Counsel** Christopher Beck

## OFFICE OF THE COUNTY COUNSEL

Mono County

South County Offices

P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Risk Manager Jay Soane

**Telephone** 

760-924-1700

Paralegal Kevin Moss

**Assistant County Counsel** Emily R. Fox

**Deputy County Counsel**Jeff Hughes

Date: To: January 21, 2025 Board of Supervisors

From: Jay Sloane

Subject: Updates to Mono County Policies and Procedures Manual and Workplace Safety Workshop

#### **Recommended Action:**

Receive sections A-12 Mono County Emergency Action Plan and A-13 Injury and Illness Prevention Plan added to the Mono County Policies and Procedures Manual that were adopted administratively. Provide feedback and direction on the topic of building safety.

#### **Background:**

On October 15, 2024, the Board pulled the consent agenda item on Policy and Procedure A-12 Mono County Emergency Action Plan (EAP) and provided direction to staff to place it on a future agenda for Board discussion, particularly around the implementation of the plan, new employee training, current employee training, and safety exercises.

Included in this agenda packet is the Mono County Injury and Illness Prevention Plan (IIPP), with the updated Workplace Violence Prevention Plan section. This document is included because it is the principal workplace safety document for the County, while the EAP supplements the IIPP. The IIPP establishes responsibility for safety, hazard identification, reporting, investigation, and corrective actions. The EAP covers plans related specific emergencies such as fires, bomb threats, earthquakes, first amendment auditors, and active shooters.

Related to the implementation and training of these updated plans, they are part of orientation for new hires, and the sections of the EAP are currently being covered in department monthly safety meetings over the next several months as it is more effective to have departments regularly review the documents as opposed to covering the material in one training. In the future, the IIPP, EAP, and Incident Hazard Report form will be covered annually in a safety meeting.

Related to safety exercises, the county recently completed a lockout safety exercise, where the exterior doors of the multidepartment buildings were locked by the IT Department and tested by the Department Safety Representatives. The next safety exercise will include the implementation and testing of a county employee emergency notification system (with test emergency notifications sent to County computers, County

phones, and employee personal phones on a voluntary enrollment basis). Future safety exercises are in discussion, including a building evacuation exercise, and a lockdown/shelter in place safety exercise.

Building security/safety is an important aspect of workplace safety, and it is critical to implement consistent building security throughout the County. The initial steps towards creating a Countywide building security standard are mentioned below, but given the complexity of the topic, a professional consultant may be needed in the future. Additionally, while Mammoth and Bridgeport offices are located directly adjacent to the Police and Sheriff Station, the offices in Walker are more remote from a law enforcement response perspective. Below are security standards to consider:

- 1) All multidepartment buildings (Civic Center, Annex I/II) should have electronically controlled exterior locks, with camera and call box functionality. This enables exterior doors to be locked during times of increased security, while still permitting services to continue if possible. (The Civic Center meets this standard currently.) Similarly, a simplified version of this technology is under review for the Walker Senior Center, Walker Social Services, and the Walker Wellness Center. Further review is needed to determine if the Animal Shelters need similar technology.
- 2) To the extent possible, departments should have public lobby office barriers similar to the security provided in the Civic Center offices that serve the public (e.g. Behavioral Health). This would require modifications to the Bridgeport Assessor's Office, offices in Annex I, and the Walker Social Services Office. Further multidepartment collaboration is needed to determine the appropriate variations to the standard for the Walker Senior Center, Walker Social Services, Walker Wellness Center, and the Animal Shelters. Security film should be added to the transparent barriers so they cannot be broken by striking the barrier with heavy objects.
- 3) Each county department office should have at least one shelter in place room, consisting of a solid core door and lock. This standard is in place currently in the Civic Center (and in most other locations throughout the County with a few exceptions).
- 4) Establish appropriate external building security cameras in locations where employees work, and where valuable County assets are located. A professional consultant is needed to complete this project and determine priorities.
- 5) Board meeting rooms should consider the presence of law enforcement and a professional consultant/architect for appropriate safety design.
- 6) Consider improving Countywide building signage for consistency and clarity, especially where the public receives services. Good signage prevents customer confusion and frustration, and it provides for a professional service experience. Consider the expertise of a professional consultant.

- 7) Implement emergency notification technology so that employees can receive an immediate notification in the event of an evacuation or lockdown emergency. Notifications should go to County computers, email, County phones, and employee personal phones provided that they voluntarily enroll. IT has an open project on this item.
- 8) Establish automatic/hydraulic door closure and locking of employee break rooms throughout the county if they are located adjacent to a public space.

Currently the Civic Center is operating with a public lobby, hallways restricted to individuals engaged in service/business with the County, and secure employee areas behind locked doors and glass barriers. The exception to this was the Community Development lobby, and Public Works completed a project to correct this design inconsistency. Additionally, Annex I/II are operating under a similar building plan, which includes public lobbies and employee areas secured behind locked doors. The exception to this was that the Annex I lobby did not have any locked doors leading to the hallway of the CAO/HR area, and Public Works corrected this building security concern (the Assessor's Office barrier is a future project).

#### **Fiscal Impact:**

None

## MONO COUNTY

# INJURY AND ILLNESS PREVENTION PROGRAM (IIPP) AND WORKPLACE VIOLENCE PREVENTION PLAN (WVPP)

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#### SAFETY POLICY MISSION STATEMENT

It is the policy of the County of Mono to provide a workplace environment free from recognized hazards and with the safest working conditions as practical and possible. It is the County's desire to provide a safe work environment, compliance with all federal, state and local safety regulations, and an atmosphere that promotes the health and safety of all employees.

The Board of Supervisors has adopted this County Safety Program that will be implemented, followed, and maintained by all employees. This Safety Program outlines the intention of the Board of Supervisors to provide all reasonable safeguards for employee health and safety. The health and safety of all employees, and the success of the County Safety Program, depends on the vigilant effort of each elected official, department head, and employee. It shall be the responsibility of each elected official and department head to direct and ensure that employees perform their assigned tasks in a safe working manner, report workplace incidents and hazards according to this policy, and to develop and encourage awareness in all employees of the importance of workplace safety and of a healthy work environment. Safety awareness, timely and accurate reporting, thorough training, supervision, and ongoing communication are key components of a successful Safety Program. By working together, the County can reach its goal of providing the safest and healthiest workplace and working conditions as practical and possible.

#### SECTION I RESPONSIBILITY FOR SAFETY

The safety and health of employees of the County of Mono is of primary importance. As such, the Mono County Board of Supervisors pledges to ensure diligent and conscientious elimination of unsafe and unhealthy conditions throughout all County facilities and expects equal diligence from all employees in the elimination of unsafe and unhealthy acts and conditions.

Success in all safety and health matters depends upon cooperation among the Board of Supervisors, elected officials, department heads, employees, and between each employee and their fellow workers. Only through such cooperation can this County's Safety Program work to the highest benefit of the County and each employee.

#### 1. RESPONSIBILITIES

- A. The Board of Supervisors shall:
  - 1. Require a safe and healthy workplace for all county employees
  - 2. Develop, adopt, and implement an effective Injury and Illness Prevention Program (IIPP).
  - 3. Require and expect full compliance with all safety and health laws, rules, and regulations from every Mono County employee.
- B. The Mono County Risk Manager shall:
  - 1. Ensure a safe and healthy workplace for all county employees, by making recommendations to the CAO, department heads, and department safety representatives.

- 2. Be responsible for the development and implementation of an effective IIPP and WVPP for Mono County and communicate changes in the IIPP to department heads and department safety representatives.
- 3. Establish and support a Countywide Safety Committee ("Safety Committee") comprised of department safety representatives.
- 4. Ensure that periodic safety and health inspections are performed to identify or eliminate unsafe and unhealthful working conditions and/or practices, including workplace violence prevention. This will be accomplished in collaboration with the Public Works Department, Trindel Insurance Fund, the Department Safety Representatives, and Department Supervisors, Managers and Department Heads.
- Ensure prompt and thorough investigation of every accident, collaboration with Department Safety Representatives, and Department Supervisors, Managers and Department Heads to determine the cause and recommend the appropriate corrective action to prevent recurrence.
- 6. Monitor the effectiveness of the County's Safety Program, including the IIPP and WVPP and make recommendations for changes when appropriate.
- 7. Monitor each department's compliance with the IIPP, and report noncompliance to the Human Resources Director and CAO.
- 8. Conduct and participate in regular/quarterly Safety Committee meetings with the Department Safety Representatives.
- 9. Ensure, in collaboration with Human Resources, that orientation is provided to all new employees entering County service regarding the County's Injury and Illness Prevention Program and Workplace Violence Prevention Plan.
- Ensure that employee and supervisory safety training is provided on an on-going basis as it relates to workplace safety, health, and workplace violence prevention.
- 11. Be responsible for ensuring proper and thorough documentation of all matters relating to safety, health, and workplace violence.
- 12. Keep updated files of all Department Safety Meeting Records, Countywide Safety Committee meetings, and incident reports.
- 13. Encourage employees to report workplace hazards, including workplace violence, to their supervisor, manager, department head, and risk manager without fear of reprisal using the County Incident Hazard Report Form.

#### D. Department Heads shall:

- 1. Ensure a safe and healthy workplace for all employees in their department.
- 2. Require, expect, and ensure compliance with the IIPP from all employees within their department.
- 3. Report all incidents and hazards relating to workplace safety, health, and workplace violence using the Incident/Hazard Report form.
- 4. Direct and oversee the development of general and specific safety guidelines for their department.
- 5. Require and ensure that all employees within their department know the location (County Intranet) and content of the IIPP, and that they understand and follow established safety guidelines.
- 6. Assign one person in their department to be the designated Department Safety Representative.

- 7. Ensure that the Department Safety Representatives participate in County Safety Committees Meetings and other safety related trainings and conferences, such as the Trindel Department Safety Representative Conference.
- 8. Actively participate and cooperate in department related safety investigations and corrective actions.
- 9. Develop, require, and encourage proper attitudes towards health and safety matters in themselves and all employees within their department.
- 10. Correct unsafe conditions and practices immediately upon becoming aware of such conditions and practices.
- 11. Provide and require proper, thorough and timely reporting and documentation of all matters relating to safety, health, and workplace violence using the Mono County Incident Hazard Report Form.
- 12. Actively contribute to the continued success of the County Safety Program by recommending appropriate changes.
- 13. Hold employees under their supervision accountable for safety, health, and workplace violence and take appropriate disciplinary action when necessary.
- 14. Ensure that all employees are properly trained to safely perform their assigned tasks.
- 15. Ensure that orientation is provided to all new employees entering County service regarding the County's Injury and Illness Prevention Program and general workplace safety in the event that Human Resources is unable to do so.
- 16. Require that employees report workplace incidents and hazards, including workplace violence, to their supervisor, manager, department head, and risk manager using the Mono County Incident Hazard Report Form
- 17. Encourage employees to inform the County of workplace hazards without fear of reprisal.

#### E. Supervisors and Managers shall:

- 1. Ensure a safe and healthy workplace for employees.
- 2. Ensure that employees under their supervision receive appropriate safety orientation and training.
- 3. Report, using the Incident Hazard Report Form, all identified incidents and hazards, including workplace violence.
- 4. Ensure that employees under their supervision understand and follow established safety guidelines.
- 5. Ensure that safety inspections of their work areas are conducted regularly by both the supervisor and the department safety representative.
- 6. Ensure that materials and equipment are maintained in good condition.
- 7. Ensure that employees under their supervision are provided with necessary personal protective equipment and trained in its use.
- 8. Conduct investigations and require the completion of an Incident Hazard Report Form immediately upon notification of an accident, injury, near-miss incident, or workplace violence incident and notify the Risk Manager and their department head.
- 9. Respond to each report of an incident, hazard, or workplace violence within appropriate time frames and notify the Risk Manager.
- 10. Take appropriate action to abate hazards and to correct unsafe practices.

- 11. Require employees to report workplace hazards, including workplace violence, to their supervisor, manager, department head, and risk manager using the County Incident Hazard Report Form.
- 12. Encourage employees to inform the County of workplace hazards without fear of reprisal.
- F. Non-Supervisorial and Non-Managerial Employees shall:
  - 1. Cooperate in all aspects of safety in the workplace, including compliance with all rules, regulations and the IIPP/WVPP.
  - 2. Notify their department head in the event of an observed unsafe or unhealthy condition or practice, including workplace violence.
  - 3. Report, and complete an Incident Hazard Report Form, to their supervisors all accidents, injuries, or near-miss incidents; and all hazardous conditions or unsafe practices, including workplace violence.
  - 4. Be vigilant and aware of safe and healthy work practices and remind fellow employees about safe and healthy work practices, whenever appropriate.
  - 5. Continuously and conscientiously perform their duties in a safe and healthful manner, using safe work practices at all times.
  - 6. Participate in ongoing training sessions and other safe workplace programs.
- G. Designated Department Safety Representatives shall:
  - 1. Conduct monthly department safety meetings and forward the documentation to the Risk Manager.
  - 2. Attend Safety Committee Meetings
  - 3. Conduct regular department safety inspections and notify their supervisor and the Risk Manager of any hazards related to safety, health, and workplace violence prevention.

#### **SECTION II**

#### SAFETY COMMUNICATION PROGRAM

The County of Mono believes in active, ongoing communication of nonconfidential information between management and employees. The continued success of the County's Safety Program is only possible with active communication and reporting between staff, supervisors, and the Risk Manager. Although effective communication can take many forms, documentation of communication using the County Incident Hazard Report Form is crucial to maintaining a formal safety program. The County's communication system will include, but is not limited to:

#### 1. ORIENTATION

All new employees will be trained during the Human Resources Onboarding Orientation on the County's written Injury and Illness Prevention Program, Incident Hazard Report Form, and Workplace Violence Prevention Plan. Employee orientation will be provided at the time of hire and will stress the importance of safety and reporting in the workplace. Orientation will be provided by Human Resources.

#### 2. MEETINGS

#### A. Departmental Safety Meetings

- Departmental safety meetings are to be held at least once each month. DOT departments will conduct safety meetings twice per month. These meetings will be in accordance with the Trindel Insurance Fund By-laws.
- 2. Departmental safety meetings may be held in conjunction with regularly scheduled staff meetings and should be properly documented. A copy of the minutes or notes and roster from the safety meeting shall be sent to the Risk Manager each month.
- Departmental safety meetings shall provide an opportunity for all employees
  to talk about safety related topics, including workplace violence prevention,
  exchange ideas, and recommend potential solutions to potential or existing
  safety issues.

#### B. Countywide Safety Committee Meetings

- 1. The purpose of the Countywide Safety Committee ("Safety Committee") is to increase DSR effectiveness, create a culture of safety, and identify and resolve safety issues, including workplace violence. The Countywide Safety Committee for the County of Mono shall be comprised of the following:
  - a. Risk Manager.
  - b. Department Safety Representatives.
- 2. The Safety Committee shall meet not less than quarterly. Notice of Safety Committee meetings will be distributed to each department safety representative. The Safety Committee shall address the following topics:
  - Review of accidents and investigations, including workplace violence, with discussion and recommendation of solutions to prevent recurrences.
     Confidential information will not be disclosed at Safety Committee meetings.
  - b. Review results of periodic, scheduled worksite inspections.
  - c. Discussion and review of alleged hazardous conditions, including workplace violence, brought to the attention of any Safety Committee member. When determined necessary by the Safety Committee, the Safety Committee may conduct its own inspection and investigation to assist in remedial solutions.
  - d. Safety training needs with recommendations of how training can be designed and accomplished.
  - e. Review and discussion of employee safety suggestions, with recommendations to assist in the evaluation and implementation of the employee safety suggestions.
  - f. Review investigations of occupational accidents or hazards, including workplace violence, and causes of incidents resulting in occupational injury, illness, or exposure to hazardous substances, and where appropriate, submit suggestions to the county management for the prevention of future incidents.
  - g. Any other safety issues that have been brought to the attention of Safety Committee members.
  - h. If the County has been cited by Cal OSHA, the Safety Committee may, upon request from Cal OSHA, verify abatement action taken by the County.

3. Recommendations from the Safety Committee will be presented by the Risk Manager to the CAO and County Counsel for consideration and possible implementation, as appropriate. Documentation of the Safety Committee meetings shall be on file with the Risk Manager.

#### 3. SAFETY COMMUNICATION (OTHER)

- A. General Safety Communication
  - 1. Safety Committee documentation will be provided to any employee requesting a copy.
  - 2. Safety and health information may also be disseminated through emails and the Mono County Intranet.
  - 3. Information about safety training and other safety-related information will be disseminated to all employees when applicable. Employees are encouraged to inform the Risk Manager or department head of any safety-related information that may be of interest to all employees.

#### 4. DOCUMENT AVAILABILITY

A. The Injury and Illness Prevention Program will be available to all employees as follows:

A digital copy will be on the Mono County intranet in the Policies and Procedures Manual, which will be accessible by computers in the Mono County network.

- 1. The master copy will be maintained in the Mono County Risk Manager's computer for maintenance and updates.
- 2. Departments will ensure that a hardcopy binder of the plan will be present in each work location where computer access is not readily available or used by county employees (e.g. County Road Shops etc.)

## SECTION III HAZARD IDENTIFICATION & CORRECTION

It is the County's policy to ensure that a safe workplace is maintained at all times. Formal periodic safety inspections, as described below, are a part of the County's effective accident prevention program and workplace violence prevention plan.

Each employee is required to report any incident (including workplace violence), hazard, unsafe or unhealthy condition in the workplace, and is encouraged to make suggestions to improve the safety of working conditions. No employee shall be retaliated against for reporting hazards or potential hazards, or for making suggestions related to safety.

#### 1. HAZARD IDENTIFICATION

A. Daily Work: County employees will notice new hazards and ways to prevent workplace violence in the daily course and scope of their employment. All hazards, including workplace violence, shall be reported and documented on the Mono County Incident/Hazard Report Form (Attachment C). Employee safety must be ensured by properly abating the hazard through the County's investigation and corrective action process.

- B. Routine Inspections: Routine inspections will be conducted within each department by department safety representatives, supervisors, and managers as appropriate to ensure that personal protective equipment, vehicles and heavy equipment are in safe operating condition, that the workplace is maintained and operated in a safe and healthful manner, that hazards related to workplace violence are identified, and that all employees are complying with safe work practices. Any noted deficiencies shall be brought to the immediate attention of the department head and the Risk Manager for corrective action using the Mono County Incident/Hazard Report Form as documentation.
- C. Semi-Annual Scheduled Inspections: Scheduled inspections will be conducted twice a year to identify and evaluate workplace hazards and unsafe work practices. The inspections will be performed and documented by a competent county employee in the Facilities Division who is familiar with county facilities and safety principles. The documentation will be maintained by the Public Works Department and made available to the Risk Manager. The Public Works Director and Risk Manager are responsible for making recommendations for necessary corrective action to Department Heads and/or the CAO where deficiencies exist. The facilities inspections will occur around April and October of each year.
- D. Risk Manager Inspections:

The Risk Manager will perform annual worksite inspections and assist each Department Safety Representative with their department inspections as requested.

E. Annual Trindel Safety Inspections:

A Trindel Safety Officer, the Road Superintendent, and the Facilities Superintendent will perform a safety inspection of the County Road and Facilities Shops on an annual basis.

#### 2. HAZARD CORRECTION PROCEDURES

Workplace hazards, including hazards related to workplace violence, and unsafe/unhealthy work practices shall be corrected as soon as they are identified. The corrective action and target correction date will be determined by the department head, Risk Manager, and CAO based on the following criteria:

- A. **Imminent Hazard:** Any hazard that presents an Imminent Danger to Life and/or Health "IDLH" to any employee or member of the public. Upon recognition of an imminent hazard:
  - 1. Discontinue all activities related to Imminent Hazard
  - 2. Evacuate vicinity of imminent hazard
  - 3. Immediately notify emergency response personnel if necessary by calling 911
  - 4. Immediately notify supervisor, department head, and Risk Manager.
  - 5. Employees needed to correct the imminent hazard shall be provided with all necessary safeguards included training and PPE (personal protective equipment)
  - 6. Imminent Hazards shall be corrected immediately or as soon as reasonably possible

- B. **Serious Hazard:** Any hazard where there is a substantial probability that an employee or the public will suffer physical harm. Upon recognition of a serious hazard:
  - 1. Discontinue all activities related to serious hazard
  - 2. Vicinity shall remain "off limits" until corrected
  - 3. Immediately notify supervisor, department head, and Risk Manager.
  - 4. Serious hazards shall be corrected within three days, or as soon as reasonably possible
- C. **General Hazard:** Any hazard which may affect the safety and health of employees or the public. Upon recognition of a general hazard:
  - 1. All efforts shall be made to mitigate and minimize the general hazard until the condition has been corrected.
  - 2. Notify supervisor, department head, and Risk Manager.
  - 3. General hazards shall be corrected within fourteen days, or as soon as reasonably possible.

The appropriate department head with the staff and authority to correct the hazard will be responsible for ensuring that all hazards are corrected within the time frame indicated above. Departments will work directly with Public works as necessary. The Risk Manager shall be responsible for notifying other departments of hazardous conditions in collaboration with specific department heads and the Public Works Director as needed.

#### SECTION IV

#### **INCIDENT/HAZARD INVESTIGATION**

Effective investigation of all incidents and hazards, including workplace violence, is an important part of the County's IIPP. The main objective in conducting an investigation is to identify the cause and make any changes necessary to mitigate the hazard or prevent the incident from happening again. Incident investigation is fact-finding, not faultfinding. The County's thorough incident/hazard investigation procedure includes:

- A. Receipt of Incident/Hazard Report
- B. Collecting the facts.
- C. Determining the sequence of events that resulted in the incident.
- D. Identifying action needed to address the hazard or prevent recurrence
- E. Providing follow-up to ensure that corrective action was taken.

#### 1. ACCIDENT INVESTIGATION

- A. The first concern after a hazard is reported or an accident has occurred is for the safety, comfort and treatment of any injured worker(s). After the affected employee(s) have received medical treatment, investigation of the accident can be initiated.
- B. The department head and the Risk Manager shall work together to determine the extent of investigation needed (depending on the severity of the accident) and shall conduct the investigation promptly after the accident.
- C. Fact-finding should be thorough and objective and shall include:

- 1. A complete description of the accident, accurately documented on the Incident Hazard Report Form.
- 2. A discussion with employee(s) and any witnesses to determine events leading up to the accident.
- 3. The reason(s) the accident occurred or the cause of the unsafe or unhealthy condition.
- 4. Photographs or video of the location of the accident, which should be provided as part of the Incident/Hazard Report whenever possible.
- D. A summary of the hazard, incident, and investigation shall be accurately documented using the **Mono County Incident/Hazard Report Form**. Additional pages are sometimes necessary to accompany the Incident/Hazard Report Form and investigation summary.
  - 1. The summary shall also document preventative measures planned or taken to prevent recurrence. This should include measures to correct unsatisfactory conditions and/or safe work practices.
  - 2. All **Mono County Incident/Hazard Report Forms** must be sent and maintained in the Risk Manager's files. The Risk Manager and department head are responsible for monitoring remedial actions.
- F. Accidents and corresponding non-confidential investigations may be presented in summary at the Countywide Safety Committee meetings. All efforts should be taken to ensure confidentiality of employees and the public whenever possible.

#### SECTION V SAFETY COMPLIANCE

- A. The employee's direct supervisor will communicate poor or unsatisfactory safety practices verbally, in writing, and in the employee's annual performance evaluation. Conversely, supervisors shall provide positive feedback to employees who report hazards and have safe work practices.
- B. It is the County's intent to ensure a safe work environment and safe work practices for all employees. Failure to observe the requirements of the County's Injury and Illness Prevention Program may result in disciplinary action up to and including termination.
- C. It is the department head's responsibility to ensure that their employees know, understand, and follow established safety guidelines described in this Safety Program.
- D. Depending on the severity of the safety violation, disciplinary action may include, but is not limited to: documented verbal warning; written warning; suspension without pay; demotion; and termination from employment.

#### SECTION VI SAFETY TRAINING

A fundamental requirement for the development of an effective formal workplace health, safety, workplace violence prevention, and accident prevention program involves the training of new employees, ongoing training for all existing employees, and special training for those employees assigned to new job duties. The purpose of conducting safety training for employees is to teach them new or advanced skills that enable them to perform their tasks in a safe, efficient, and productive manner. The County shall provide training on general and job-specific safety practices and procedures with the goal of reducing or eliminating unsafe acts that could result in employee injury or illness.

#### 1. GENERAL SAFETY TRAINING

- 1. When a program is first established.
- 2. To all new employees prior to job assignments.
- 3. To all employees prior to new job assignments for which training has not previously been received.
- 4. Whenever new substances, processes, procedures or equipment are introduced into the workplace and represent a new hazard.
- 5. Whenever the employer is made aware of a new or previously unrecognized workplace hazard.
- 6. For supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction may be exposed and how to communicate information about those hazards effectively.

#### 2. JOB-SPECIFIC SAFETY TRAINING

This training shall be designed with the particular needs of each department in mind, and includes, but is not limited to:

- 1. Proper Equipment Use and Handling
- 2. Proper Use of Personal Protective Equipment
- 3. Specialized Operation Procedures

#### 3. RETRAINING

Departments shall provide ongoing training as necessary to ensure a safe and healthy workplace. Guidelines for retraining shall be developed for each department by the department head with recommendations from the department's staff, Risk Manager, and Countywide Safety Committee. Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job safely, it is their duty to ask a qualified person for assistance.

#### **SECTION VII**

#### INJURY AND ILLNESS REPORTING PROCEDURES

Despite an effective safety program and the safety awareness of employees in the performance of their job, accidents happen. The first concern is for the safety, comfort and treatment of any injured worker(s).

#### 1. INJURY AND ILLNESS REPORTING

The following procedures must be followed any time an employee receives an injury or illness as a result of performing their normal work duties.

- A. Notification and Reporting of Work-Related Injury and Illness
  - 1. All employees are required to report injuries, even minor injuries, immediately to their supervisor and department head.
  - 2. The employee and/or department management will complete the **Mono County Incident/Hazard Report Form** and once completed forward to the Risk Manager.
  - 3. It is the responsibility of the Risk Manager to immediately notify Human Resources of employees who are off work due to illness or injury for purposes of Family and Medical Leave Act (FMLA) notice.
- B. Formal Notification of Hazards, including Workplace Violence

#### Mono County Incident/Hazard Report Form

- 1. If a Hazard is identified the primary action is to ensure employee safety.
- Employee or department head completes the Mono County Incident/Hazard Report Form and submits to the Risk Manager within 24-hours of incident, observation, or complaint. Emergency matters must be reported immediately after calling 911.
- 3. Even if the initial report is made verbally, Incident/Hazard Report Forms must be completed. Verbal reports along with this form are used to determine the action (imminent, serious, or general) and implement corrections or investigation, as appropriate.
- 4. Forms may be submitted anonymously to the Risk Manager.

#### **SECTION VIII**

#### RECORD KEEPING REQUIREMENTS & INSTRUCTIONS

Maintaining thorough records relating to implementation of the safety program is critical to ensuring successful monitoring, evaluation, and updating of the County's Injury and Illness Prevention Program.

#### A. Meeting and Training Records

- A. Required Action:
  - 1. Countywide Employee Training
    - a. Roster documenting employee attendance to be retained per the Mono County Records Retention Policy by the Risk Manager.
  - 2. Departmental Employee Training
    - a. Maintain a copy of the completed form in departmental training files.
    - b. Send training record to the Risk Manager.
  - 3. Safety Meeting Sign-In Sheets

- a. Department Safety Representative keeps copy of safety meeting sign-in sheets.
- b. Department Safety Representative scans and emails a copy to the Risk Manager to maintain per the Mono County Records Retention Policy.

#### C. Inspection Forms

#### A. Required Action:

- 1. Completed by competent facilities division employee as inspection is being performed.
- 2. Corrections are noted on the inspection checklist and are submitted to the Facilities Superintendent, Public Works Director, and Risk Manager when completed.
- 3. Facilities Division retains the inspection documentation per the Mono County records retention policy.

#### D. Mono County Incident/Hazard Report Form

#### A. Required Action:

1. Completed by departments and sent to the Risk Manager, who retains the report in their Incident/Hazard Report files per the Mono County Records Retention policy.

## SECTION IX MONO COUNTY WORKPLACE VIOLENCE PREVENTION PLAN

As June 1, 2024, the County of Mono is required to have a Workplace Violence Prevention Plan that must be in effect at all times. The Mono County WVPP is included in the IIPP, due to their similar requirements and goals. Additionally, combining them provides for a cohesive and comprehensive safety program without creating additional policies, plans, and documents for employees and managers to navigate.

#### **DEFINITIONS**

**Workplace violence** - Any act of violence or threat of violence that occurs in a place of employment.

**Workplace violence** includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

**Type 1 violence** - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

**Type 2 violence** - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

**Type 3 violence** - Workplace violence against an employee by a present or former employee, supervisor, or manager.

**Type 4 violence** - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

**Work practice controls** - Procedures and rules which are used to effectively reduce workplace violence hazards

#### **RESPONSIBILITY**

The Risk Manager is responsible for developing and implementing the Mono County Workplace Violence Prevention Plan (WVPP). The CAO, Department Heads, and Elected Officials are responsible for directing county operations and employees under their authority as it pertains to the WVPP. For additional responsibilities, see Section I of this IIPP.

#### **EMPLOYEE ACTIVE INVOLVEMENT**

The County of Mono ensures that there is active involvement of all employees in developing and implementing the WVPP. The Risk Manager will work with the Department Safety Representatives at their Safety Committee meetings and Department Heads in department head meetings in developing and implementing the WVPP. Additionally, the Department Safety Representatives and Department Heads will discuss the WVPP with all the employees in their department during their safety meetings. This includes Incident-Hazard Reporting, corrective measures, and workplace violence prevention training.

Management, which includes the Risk Manager, Department Heads, and Elected Officials, will ensure that all workplace violence procedures within this plan are clearly communicated to all employees, and they will enforce the rules fairly and uniformly.

All employees will follow all workplace violence prevention directives, policies, and procedures, and assist in maintaining a safe work environment, especially by reporting instances of workplace violence immediately and accurately both verbally to any supervisor, manager, or Department Head and promptly in writing using the Mono County Incident Hazard Reporting Form.

The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

#### COORDINATION WITH OTHER EMPLOYERS

The County of Mono will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All Mono County employees will be trained in workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, Mono County will ensure that if its employees experience
  workplace violence incident that the County will record the information in a violent
  incident log and shall also provide a copy of that log, to the extent that confidential
  information is not shared, to the other employer as it pertains to the incident that effects
  the other employer.

Examples of work locations where the County may need to coordinate with other employers include: the Civic Center, the Bridgeport Courthouse, the Bridgeport MCOE building, the Twin Lakes Annex, the Lee Vining Community Center, the Walker Senior Center, and the Solid Waste Transfer Stations.

#### **WORKPLACE VIOLENCE REPORTING PROCEDURES**

If a workplace violence incident occurs, the first step is to insure one's personal safety and determine if law enforcement is needed by calling 9-1-1. All threats or acts of workplace violence must then be reported <u>immediately</u> to the employee's supervisor, Department Head, Risk Manager, and Human Resources Director. Although initial reports of workplace violence often occur over the phone or in person, <u>a detailed and factually accurate written report must be completed</u> as soon as practically possible using the Mono County Incident Hazard Report Form.

Mono County's personnel rules prohibit retaliation against an employee who makes such a report, and the County encourages employees to report workplace violence to their supervisor, manager, Department Head, and Risk Manager without fear of reprisal.

#### **WORKPLACE VIOLENCE PREVENTION COMPLIANCE**

- A. The employee's direct supervisor will communicate poor or unsatisfactory workplace violence prevention practices to the employee engaged in such behavior verbally, in writing, and in the employee's annual performance evaluation. Conversely, supervisors shall provide positive feedback to employees who report workplace violence and make efforts to prevent it in the workplace.
- B. It is the County's intent to ensure a work environment free from workplace violence for all employees. Failure to observe the requirements of the County's Workplace Violence Prevention Plan may result in disciplinary action up to and including termination.
- C. It is the Department Head's responsibility to ensure that their employees know, understand, and follow established workplace violence prevention guidelines described in this plan.
- D. Any complaints that a Department Head or other supervisor is not following the workplace violence prevention guidelines described in this plan shall be reported to the Risk Manager, Human Resources Director, and the County Administrative Officer.

#### **EMERGENCY RESPONSE PROCEDURES**

The County of Mono has in place the following specific measures to handle actual or potential workplace violence emergencies:

- Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by using the county employee emergency alert system and/or email depending on the urgency of the incident.
- Each department has sheltering and evacuation plans in the event that employees need to lock down within the building or evacuate the building. The sheltering locations for each department are behind locked doors in the county workspaces.
- Employees should obtain help from their supervisor, manager, or Department Head when needed as it related to workplace violence. Employees can contact law enforcement by dialing 911. When in doubt, employees are encouraged to contact law enforcement as the County promotes a safe work environment. Employees may also contact the Risk Manager at 760-932-5405 and the HR Director 760-932-5413.
- The County's Anti-Violence in the Workplace Policy in the Mono County Personnel Rule 430 further specify the County's response procedures.

#### TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on workplace violence practices. These sessions could involve presentations by Trindel Insurance Fund, safety meeting discussions, and safety meeting practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- An annual Trindel, or equivalent, workplace violence training to ensure all employees understand and comply with the plan.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be conducted at the department level and limited to addressing the new workplace violence hazard or changes to the plan.

The County of Mono provides its employees with training and instruction on the definitions found at the beginning of the WVPP plan and the items listed below:

- The County's WVPP, how to obtain a copy of the employer's plan on the county intranet policies and procedures manual, and how to participate in development, implementation, and improvement of the County's plan through each department's safety representative.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- The violent incident log and how to obtain copies of workplace violence logs pertaining to hazard identification, evaluation and correction, training records, and violent incident logs. Note: the County shall omit any element of personal identifying information sufficient to allow identification of any person involved in a violent incident, such as the

person's name, address, email address, phone number, SSN, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

- Opportunities the County has for interactive questions and answers with a person knowledgeable about the County plan. This is accomplished by employees being encouraged to speak about the plan with their department safety representative, their supervisor, and/or the Risk Manager.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
  - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
  - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Post-event trauma counseling for employees desiring such assistance through the County Employee Assistance Program (see the Human Resources County Intranet for more information).

#### WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedure are established, and inspections are required to be conducted by the County to ensure that workplace violence hazards are identified and evaluated:

Inspections shall be conducted when the plan is first established, after each workplace
violence incident, and whenever the employer is made aware of a new or previously
unrecognized hazard. Hazards shall be reported using the Incident Hazard Report form
and therefore follow the standard practice of all safety reporting, which includes
investigation and a corrective action determination.

#### PERIODIC INSPECTIONS

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted as indicated by the IIPP Section III.

Inspections for workplace violence hazards may include assessing:

- The exterior and interior of the workplace for its attractiveness to workplace violence.
- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a criminal act.

- Procedures for reporting suspicious persons or activities, such as calling 911, notifying their supervisor, and completing an Incident/Hazard Report Form.
- Building evacuation and lockdown areas.
- Presence of door locks, entry codes or badge readers, and physical barriers.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.

#### WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner per the Injury and Illness Prevention Plan (see Section III). Post incident response and investigation will follow the IIPP section IV.

#### **REVIEW AND REVISION OF THE WVPP**

The County WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is reported, observed or becomes apparent.
- After a workplace violence incident.
- · As needed.

Review and revision of the WVPP will include the procedures listed in the **Employe Active Involvement** section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

Review of the County's WVPP should include, but is not limited to:

- o Review of incident investigations and the violent incident log.
- Assessment of the effectiveness of security systems, including door locks, cameras, and phones.
- Review that violence risks are being properly identified, evaluated, and corrected.

#### **EMPLOYER REPORTING RESPONSIBILITIES**

As required by <u>California Code of Regulations (CCR)</u>, <u>Title 8</u>, <u>Section 342(a)</u>. <u>Reporting Work-Connected Fatalities and Serious Injuries</u>, County will immediately report to Cal/OSHA any

serious injury or illness (as defined by <u>CCR, Title 8, Section 330(h)</u>), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

#### MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject:	<b>Policy Number:</b>	Page Number:
	A-12	Page 1 of 14
		May 2024
Mono County Emergency Action Plan	<b>Date Approved:</b>	-
	<b>Revisions:</b>	

#### **POLICY**

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#### 1.0 PURPOSE

The purpose of the Emergency Action Plan is to serve as a supplement to Mono County's Injury and Illness Prevention Program (IIPP) and must be used in conjunction with the IIPP. The Emergency Action Plan establishes procedures and provides information which is necessary to ensure that employees of the County are knowledgeable in the event of an emergency and to ensure their own safety and the safety of others.

See California Code of Regulations, Title 8, Section 3220

#### 2.0 INTRODUCTION

Emergencies, disasters, accidents and injuries can occur at any time usually without warning. Being prepared physically and mentally to handle emergencies is an individual as well as an organizational responsibility.

Mono County has established emergency procedures for employees to follow so that the effects of these emergencies can be minimized. Employee safety is of primary importance.

The goal of this EAP is to acquaint employees with an effective plan for handling possible emergencies and disasters. Once you are familiar with this information, you will be able to better protect yourself and others. You are encouraged to read this guide in its entirety to gain the knowledge to be able to act quickly in an emergency situation to minimize your exposure to danger. If you have questions or need further information, please contact your immediate supervisor or Risk Management.

The last page of this action plan is a Department Emergency Action Plan Form that must be filled out by the Department under the direction and supervision of the Department Head. This information is very important and is site specific to the department working environment. Departments are to use this form as a tool to be better prepared in the event of an emergency.

#### 3.0 EMPLOYEE INJURY

#### 3.1 Serious or Life-Threatening Injuries:

**Dial 911** 

Use the following list of examples and your own experience to determine if a lifethreatening emergency exists and when to call for help:

- Persistent or sudden chest pain;
- · Difficulty breathing;
- Uncontrollable bleeding;
- Severe altered level of consciousness;
- Injuries involving trauma (falls, head injuries, burns, etc.).

#### Additional instructions:

- Keep person calm and comfortable as possible;
- Do not move the person unless absolutely necessary;
- Never give liquids to an unconscious person;
- Do not remove objects that are embedded in a person's skin.

#### 3.2 Other Injuries/First Aid

Types of these injuries may include:

- Twisted ankle, wrist and/or back pain (e.g. musculoskeletal disorders);
- Minor cuts or abrasions that might require medical attention;
- Debris, dust and chemicals in eye (use eyewash first if available).

Employees should be escorted to the closest available care.

#### 3.3 Reporting Responsibilities for Workplace Injuries/Illnesses:

Employees: It is the employees' responsibility to report an injury to your supervisor immediately.

Supervisors: It is the supervisors' responsibility to report the injury/illness immediately to Risk Management.

#### 4.0 FIRE EMERGENCIES

If there is a fire, explosions, or smoke in a building, take the following steps:

- Remove anyone from immediate danger;
- Call 911 to report the fire;
- Proceed to the nearest exit in an orderly fashion;
- Close all doors (do not lock the doors);
- If smoke is present, stay close to the floor;
- Once outside, proceed to the designated assembly area as shown on Appendix A.
- An alternate assembly area may be required depending on wind direction or the magnitude of the fire hazard;
- Remain at the assembly area and await further direction from your supervisor;
- Attempt to account for all persons;
- Stay at the designated assembly area until the fire department or designated representative has given the "all clear" to re-enter the building or otherwise.

If you are trapped in a room:

- Put a wet towel, or other available material, at the base of the door to prevent smoke from entering the room;
- Call 911 and tell them your location;
- If possible, open the window for fresh air. Stay as close to the floor as possible since smoke rises;
- If possible, hang or wave a towel or other clothing outside the window to get attention.

If your clothing is on fire, STOP, DROP and ROLL.

In the event of a fire the County does not require employees to use a fire extinguisher. However, if you have received fire extinguisher training and are comfortable in extinguishing an incipient stage fire, you may attempt to extinguish the fire with a fire extinguisher if ALL of the follow conditions are met:

- Emergency responders and occupants have been notified;
- If the fire is small (waste basket size) and has not spread from its originating point;
- You have the correct type of extinguisher;
- Your exit is clear and you can extinguish the fire with your back to the exit door.

#### **5.0 BOMB THREAT**

Take a bomb threat seriously, and report it immediately to 911 and then your immediate supervisor.

The authorities will determine what immediate actions are appropriate to take (up to and including a lock down or evacuation). During a lock down or evacuation, employees should take note of any suspicious items, and report them to law enforcement.

#### 5.1 A written bomb threat or package:

- Do not handle the object any more than necessary;
- Do not disturb any powder or liquid coming from a suspicious package.
- · Note the date, time, and location the document was found
- Do not operate a cell phone or two-way radio near the package.

#### 5.2 A telephone bomb threat:

- Note the exact time of the call;
- Note the phone number of the caller;
- Attempt to write down the exact words of the caller;
- Try to ask clear and exact questions (type, time, place, etc.);
  - Where it is located?
  - What kind of bomb is it?
  - What does it look like?
  - When is the bomb set to explode?
  - How do you deactivate it?
- As soon as you get off the phone, call 911 and give all the information you obtained.
- Try to note the caller's voice (lisp, gender, jargon, etc.).

#### **6.0 EARTHQUAKE**

#### 6.1 During the earthquake:

- · Stay Calm;
- Cover and hold: Get under a table, desk, or in the door frame;
- Face away from the windows (or other glass);
- · Cover your head;
- If outside, get to the nearest open space away from buildings or overhangs.

#### 6.2 After the earthquake stops:

- Check for personal injuries;
- Evacuate the building if necessary, using the predetermined routes shown on Appendix A:
- Notify 911 of any injuries or immediate health hazards;
- Do not leave County facilities until you are sure that the surrounding areas are safe (e.g. streets, highways, bridges);
- If there is damage to the building, make sure the building has been checked by the fire department and/or a designated representative and deemed safe before re-entering the building.

#### 7.0 WORKPLACE SAFETY

#### 7.1 Emergency Procedures:

#### **Violent Immediate Threat**

- Quicky determine the most reasonable way to protect your own life
- Get out of the area and away from the immediate threat
- Get into a room and secure the door, if possible
- As a last resort, defend yourself
- Call 911

#### Violence Committed:

- Ensure your personal safety
- Call 911 immediately if a person commits an act of violence against you or another person.

#### Intimidating Situation:

 Call 911 if a person has communicated a direct or indirect threat of physical or mental harm against you in any form (e.g. oral or written, gestures, expressions).

#### **Active Shooter:**

If you hear shots fired or are alerted to an armed individual in the building. Take the following actions:

- Quicky determine the most reasonable way to protect your own life (Run-Hide-Fight)
- If you don't know where the shooter is located, and you are in or near an office, get into the room, lock the door, blockade the door with heavy furniture, silence your cell phone, hide low to floor and out of sight, and remain quiet
- If you know where the shooter is located and you can safely exit the building (i.e. run), do so and then call 911.
- If you can't get out safely, try to find a safe location to hide. Close and lock doors. Silence phones and remain quiet. Turn off lights. Hide under desks or behind furniture.
- If you have no other choice, defend yourself. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate the shooter. Act as aggressively as possible, throw items, improvise weapons, yell, and commit to your actions.
- Wait for direction from law enforcement.
- For further information, google the most updated Active Shooter booklet from the Department of Homeland Security

#### 7.2 Non-Emergency Procedures:

#### **Miscellaneous Non-emergency procedures:**

If you are not in immediate physical danger, but you have information or concerns regarding workplace safety, contact your supervisor.

#### **First Amendment Auditor procedures:**

First Amendment auditors are usually individuals who make videos of their encounters with public employees and officials. Auditors typically enter public property while filming and ask questions to public employees/officials. The auditor is usually testing to see whether the employees will respect their First Amendment rights to enter and film in a public space, and they typically engage in behavior this is designed to provoke a reaction that could be viewed as a violation of the auditor's First Amendment rights. This can be an uncomfortable public employment experience, and it is important to act respectfully and with diplomacy. Often, the goal of the auditor is to provoke a reaction so the video of the reaction can be posted on the internet/social media. Below are some best practices in the event that you encounter a First Amendment Auditor:

Stay calm

Be patient and polite

Do not attempt to take the auditor's recording device, and do not record the auditor

Do not intimidate or initiate physical contact.

Let the auditor peacefully record as long as they do not commit a crime, disrupt the workplace, or try to enter into a restricted area.

If the auditor attempts to access a non-public part of the building, firmly and politely ask them to stop and explain that the area is not accessible to the public.

If the auditor becomes threatening, abusive, or disrupts ordinary business operations, call 911, following the "Request to Leave Premises Procedure" below.

#### Request to Leave Premises Procedures:

In the event person(s) are interfering with Mono County services by obstructing or intimidating County employees attempting to carry on business, or those persons there to transact business with the County, here are instructions on how to request that the person(s) leave the premises:

1) A supervisor, manager, or department head should request that the person leave the area where the obstruction or intimidation is occurring or, if necessary, to leave the building. This includes public spaces within county buildings where obstruction or intimidation is occurring (e.g., facility lobbies when open to the public).

- 2) If the individual does not leave, then the same supervisor, manager, or department head should call 911 and inform dispatch of the incident and that a request was made for the individual to leave the area or building.
- 3) The supervisor, manager, or department head should inform the responding, on scene, law enforcement officer of the details of 1) above.
- 4) Also note that in nonpublic County spaces (e.g. private offices, IT Server Rooms) or in limited access spaces (e.g. places where the public receives services or conducts business with the county but which are not open to the public generally), a supervisor, manager, or department head may ask someone to leave if the person is not receiving services or conducting business with the county. See 2) and 3) for further steps if the individual does not comply.

Please be calm, polite, and de-escalatory in all communications. Continue to report all incidents per county reporting standards.

#### 8.0 UTILITIES FAILURE

Examples of utility failure that may occur are electrical outage, plumbing failure/flooding, natural gas leak, steam line break, ventilation problems and/or elevator failure.

#### **Emergency**

During or after hours: Call 911

#### Non-Emergency

During business hours: Immediately notify Facilities ext 5440
After hours: Notify Sheriff Dispatch at (760) 932-7549

If there is potential danger to you or other occupants:

- Call 911;
- In a situation where a building needs to be evacuated, please proceed to the building nearest assembly area shown on Appendix A;
- Assist disabled persons as needed;
- Do not use elevators:
- Stay at the designated assembly area until the fire department or designated representative has given the "all clear" to re-enter the building.

### 9.0 EVACUATION PROCEDURES

Evacuation of the building is **REQUIRED** when instructed to do so by your supervisor, law enforcement, or firefighting personnel.

#### **Building Evacuation:**

- Pre-determine the nearest exit to your work area and the route you will follow to get to the nearest assembly area as shown on Appendix A. Establish an alternate route in the event your first route is blocked or unsafe to use;
- Assist those needing assistance;
- In case of fire, do not use the elevator;
- Once outside, proceed to the nearest assembly area that is safe;
- Remain at the assembly area until otherwise instructed by the County or law enforcement;
- Attempt to account for all persons;
- Do not re-enter a building that you have been evacuated from until the fire department or designated representative has given the "all clear" to re-enter the building.

### 10.0 EVACUATION OF PERSONS WITH DISABILITIES

#### Assisting Persons with Disabilities

In cases of emergencies, individuals with mobility or sensory impairments (hearing or vision) may need assistance or guidance with evacuating a building. Do not use elevators if there is a fire or situation that could affect electricity/power.

#### To Assist Visually-Impaired Persons:

- Explain the nature of the emergency. Alarms or confusion may disorient a person, even when normally familiar with the area. Tell the person what needs to be done in order to evacuate:
- Guide the person with you. Allow the person to take your arm below the elbow and instruct them to follow you. Remember to move slowly and communicate clearly with the individual;
- Advise the individual of any hazards or obstacles in the path;
- When you have reached safety, advise the individual of their location and stay with them if necessary. Before leaving, make sure the individual does not need any further help.

#### To assist Hearing-Impaired Deaf/Hard of Hearing Persons:

- To get a person's attention, you can flash room lights, wave your arms, or tap on the persons shoulder;
- Gesture about what is happening and what to do (i.e. follow me, get down) or;
- Write on a board or paper the nature of the emergency or the evacuation route.

#### To Assist Mobility-Impaired Persons:

- First ask the individual if they have medical/health needs, advice, or requirements:
- Individuals using wheelchairs can be pushed or accompanied to safety. Do not use elevators. If needed, seek help to safely assist the person;
- If located in a building where stairs are to be used as the emergency exit for mobility-impaired persons, take that person to a safe area (i.e. stairwell landings, offices, or balconies), explain to them that you will go get help ASAP to evacuate them from the building. Do not put yourself in extra danger;
- Individuals using canes, crutches, or walkers should evacuate themselves except in the event that rapid evacuation is deemed essential;
- If in need of assistance, call 911. Do not attempt to transfer a person from a wheelchair unless absolutely necessary.

### 11.0 DEPARTMENT EMERGENCY ACTION PLAN FORM

Department/Area	Ext
Supervisor	
Building and Floor	
Meeting Location_	
Other	Ext
Other	Ext
Other	Ext
Building Specific Information	
Designated Assistants for Visually & Mobility-Impaired Persons:	
Person 1:	
Person 2:	
Person 3:	

In the event of an emergency dial: 9-911

### APPROVED AND ISSUED

DATE: May 20, 2024

Sandra Moberly

County Administrative Officer

APPROVED AS TO FORM

18

County Counsel

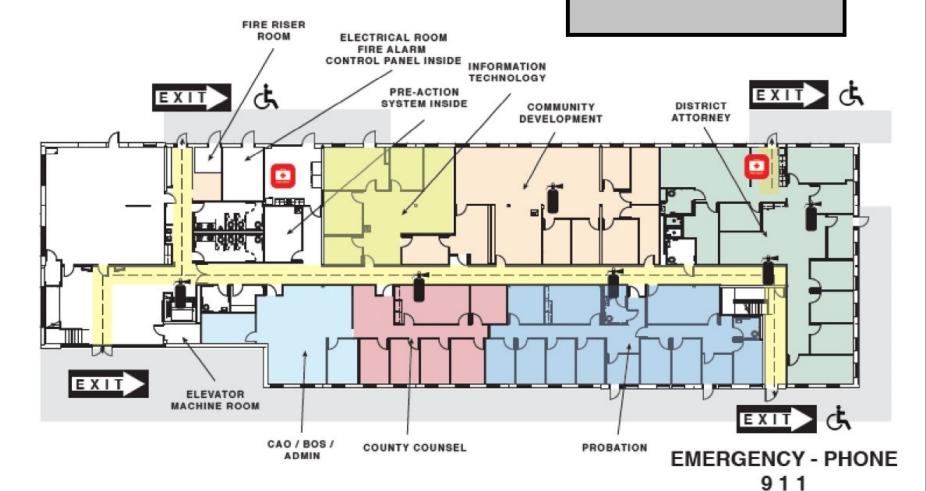
### **EMERGENCY EVACUATION MAP**

### **LEGEND**



Assembly Area

Court Parking Lot



1st FLOOR PLAN

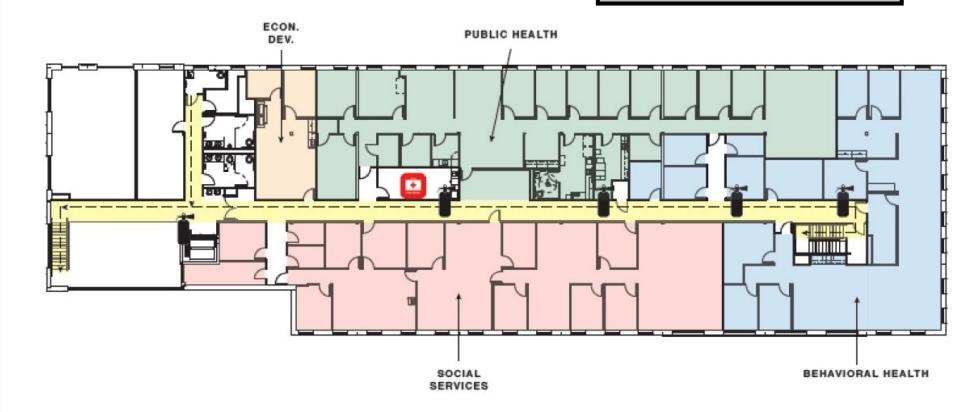
### **LEGEND**

### **EMERGENCY EVACUATION MAP**



### Assembly Area

Court Parking Lot



**EMERGENCY - PHONE** 

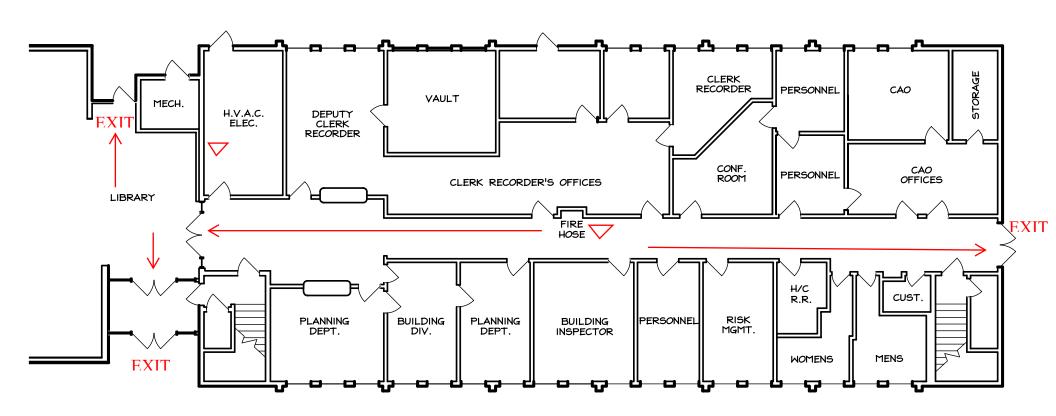
911



2ND FLOOR PLAN



Annex 1
First Floor



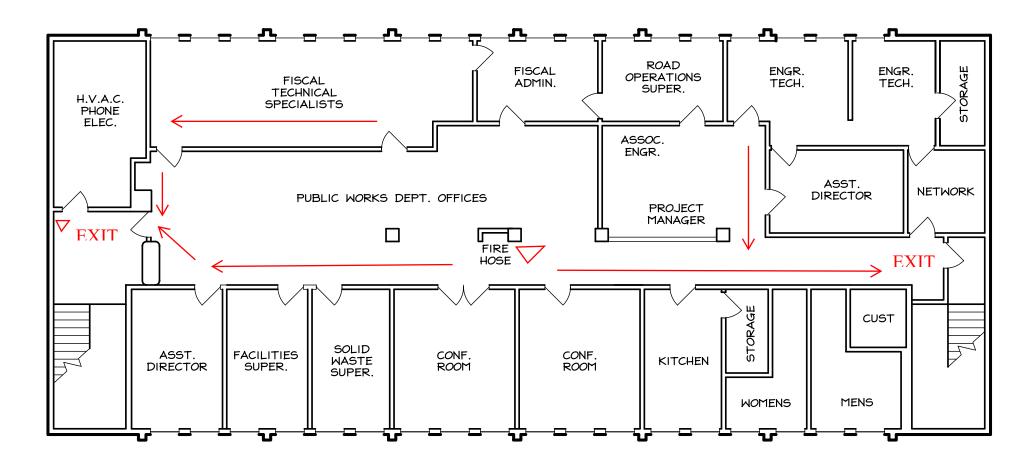
 $\nabla$  Fire Extinguisher Locations

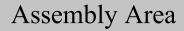
Assembly Area

South West Corner of Lawn



# Annex 1 Second Floor

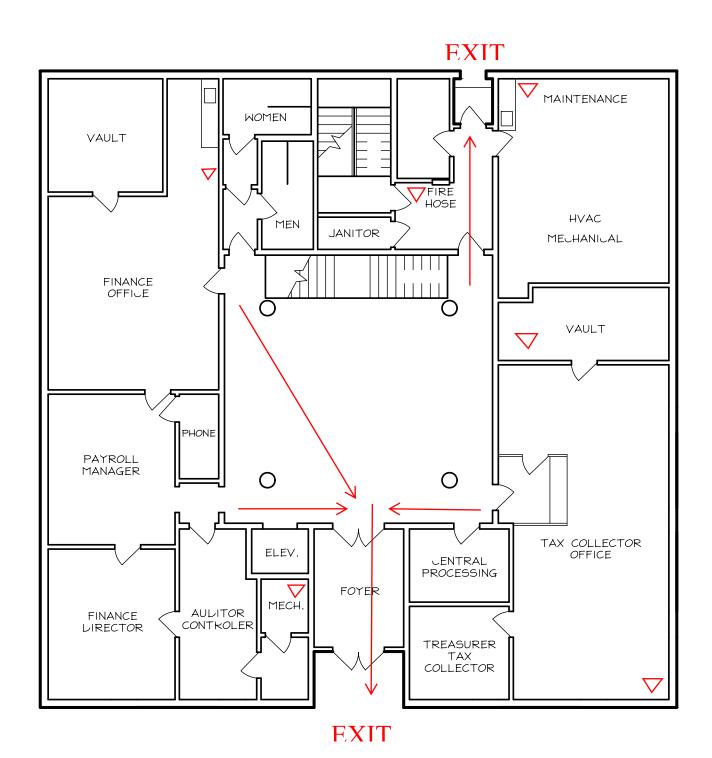




South West Corner of Lawn

## Annex 2 First Floor



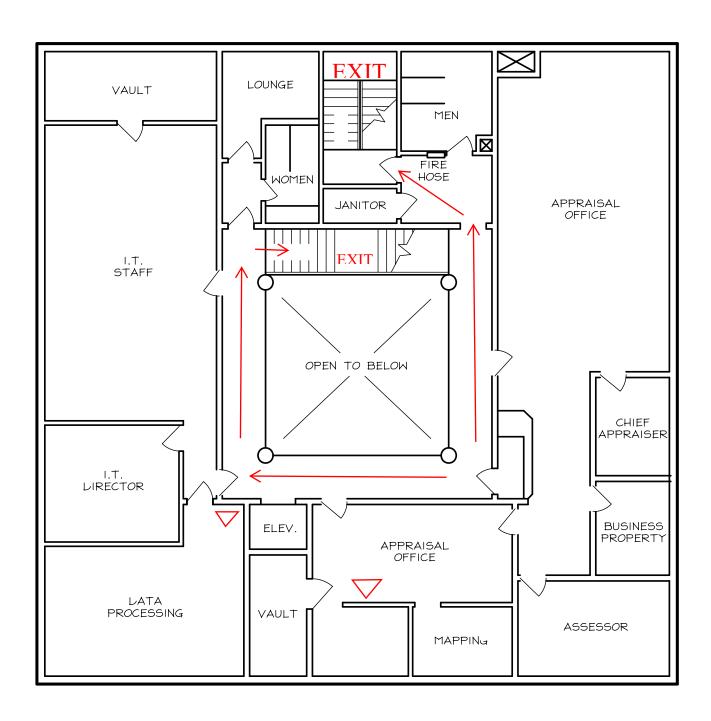


Assembly Area

South West Corner of Lawn

# Annex 2 Second Floor

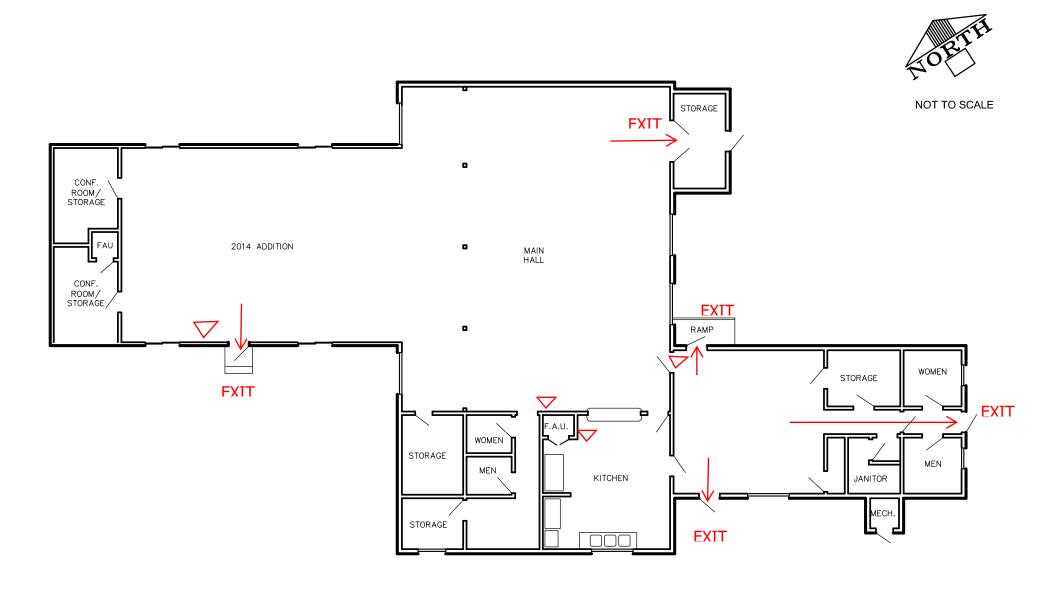








### Antelope Valley Community Center

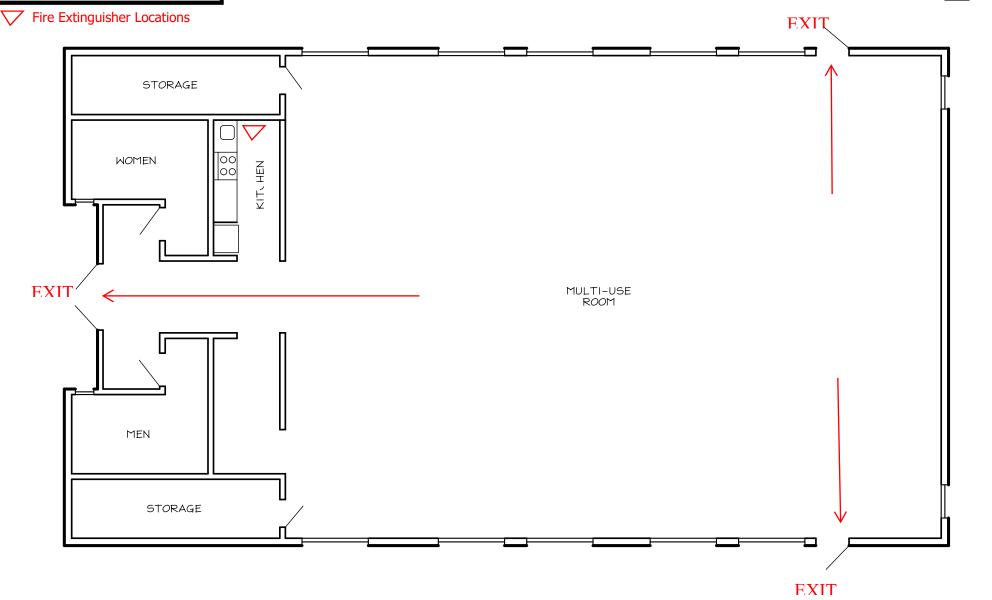


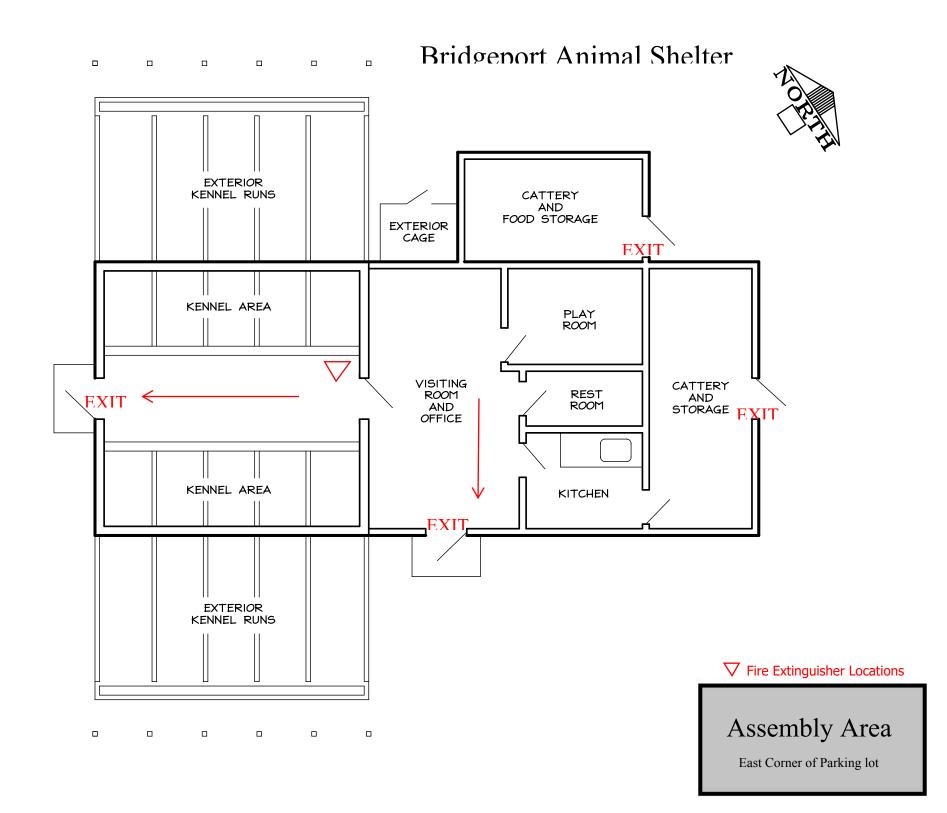
### Assembly Area

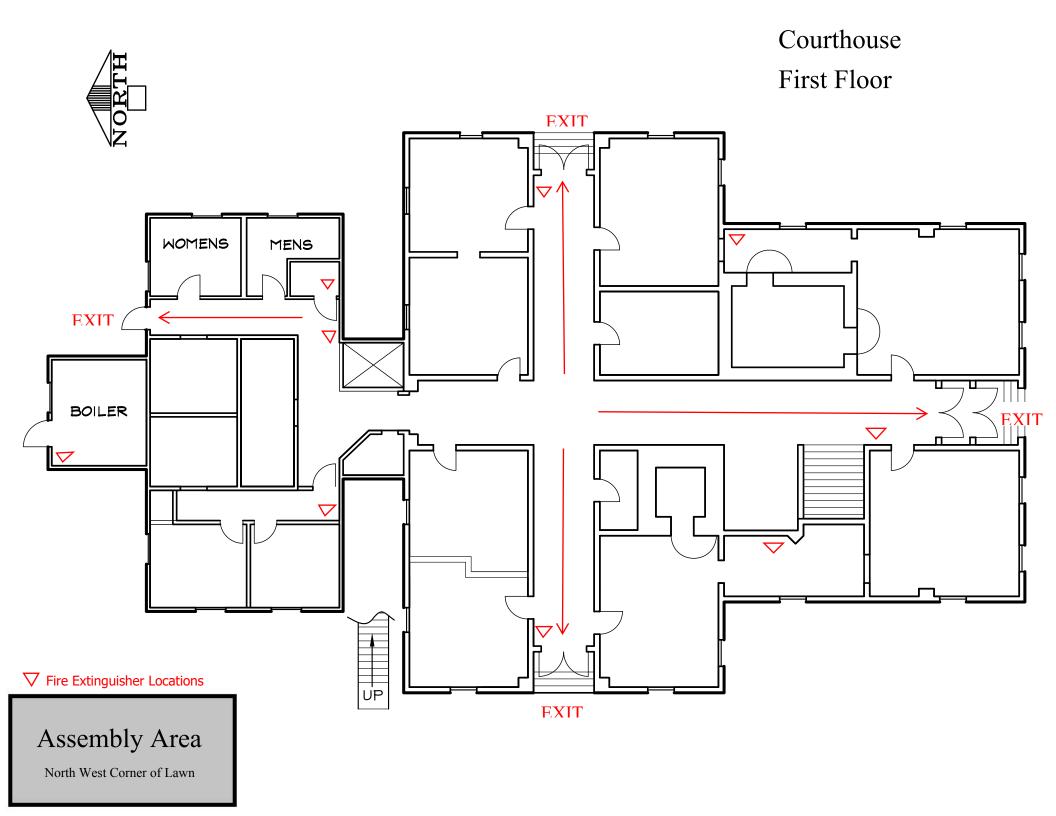
North West Corner of Parking Lot

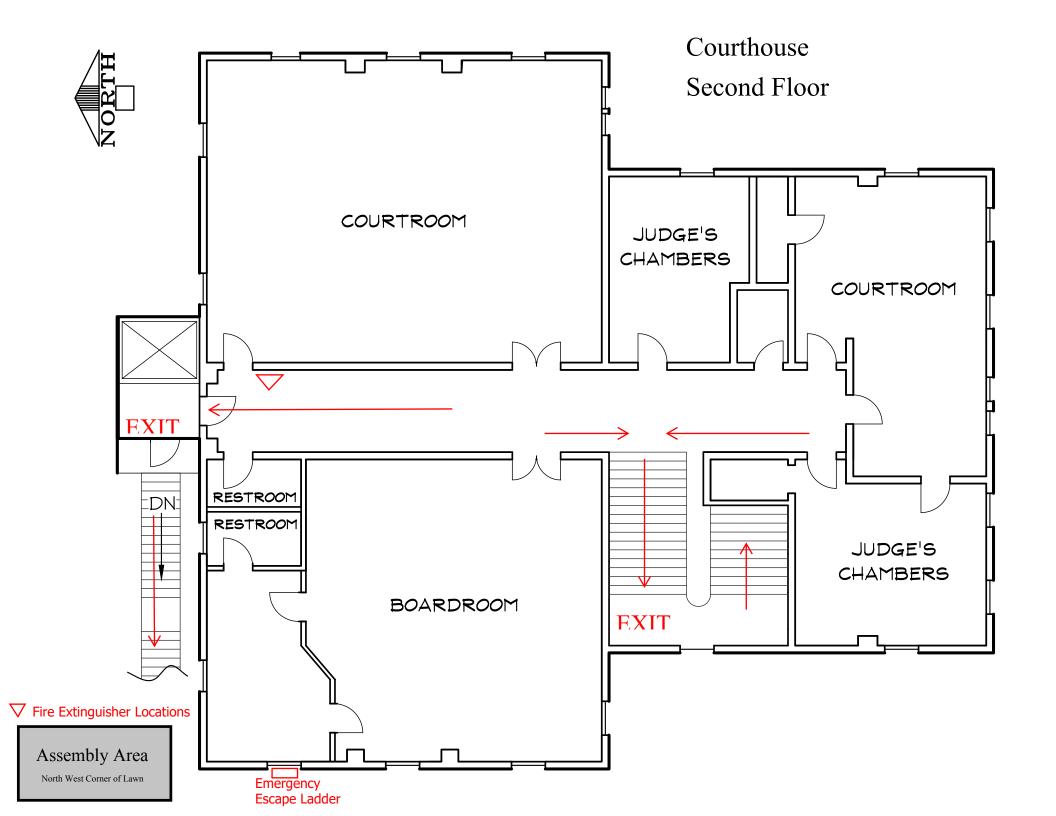
### Benton Ida Lvnn Community Center







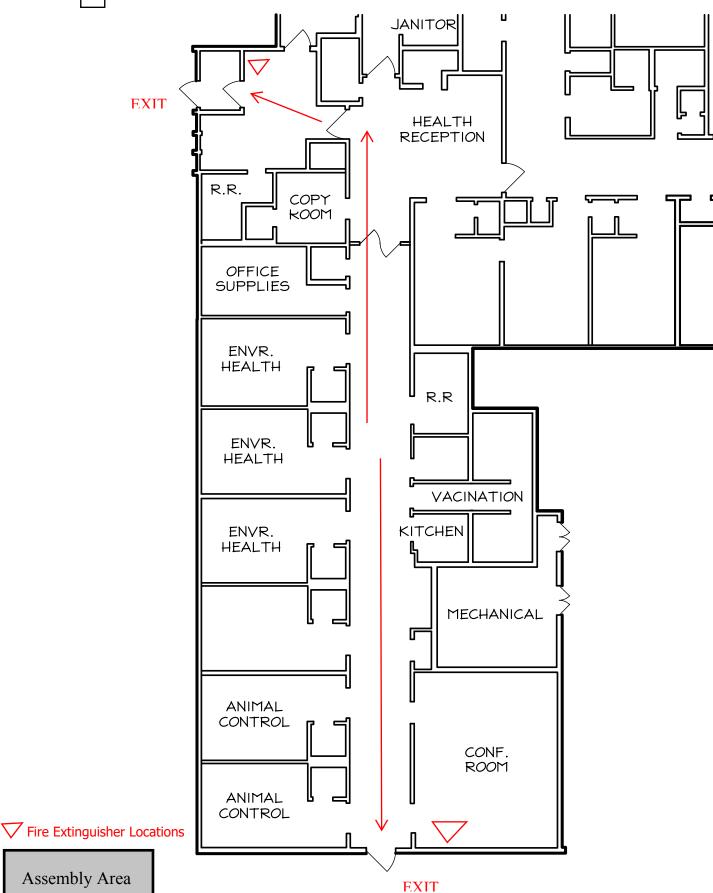




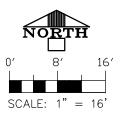
### **Bridgenort Hospital**

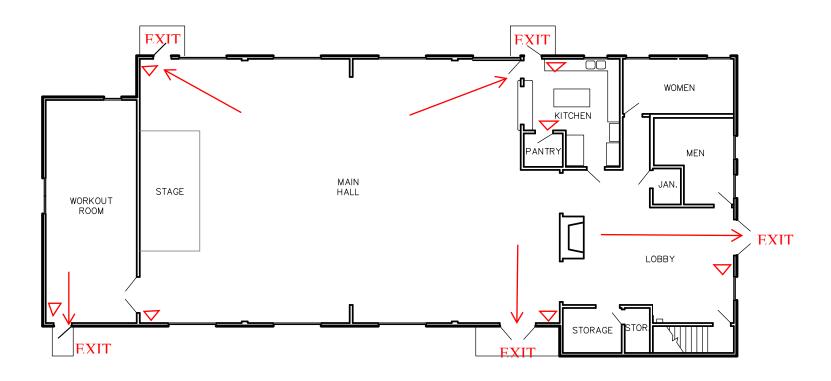


South West Corner of Parking lot



### **Bridgenort Memorial Hall**





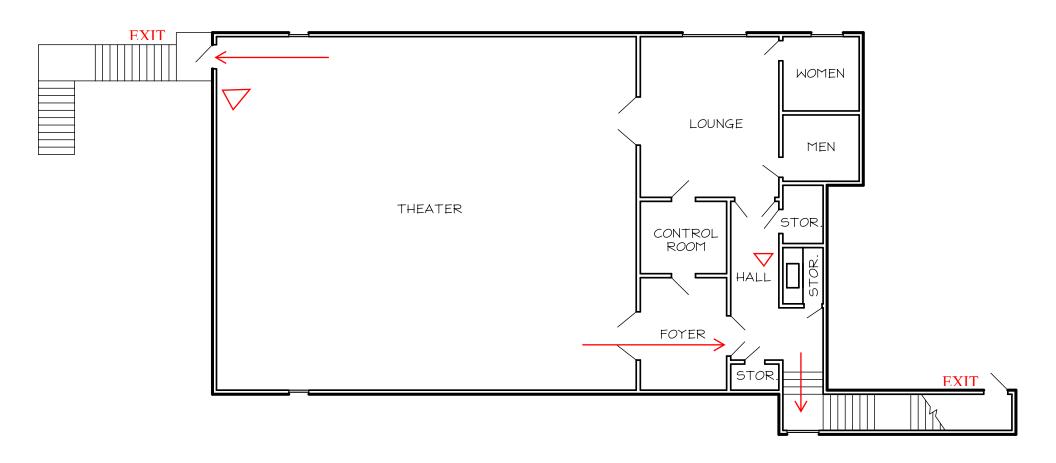
Fire Extinguisher Locations

Assembly Area

Bridgeport Community Park



### Bridgeport Memorial Hall Second Floor

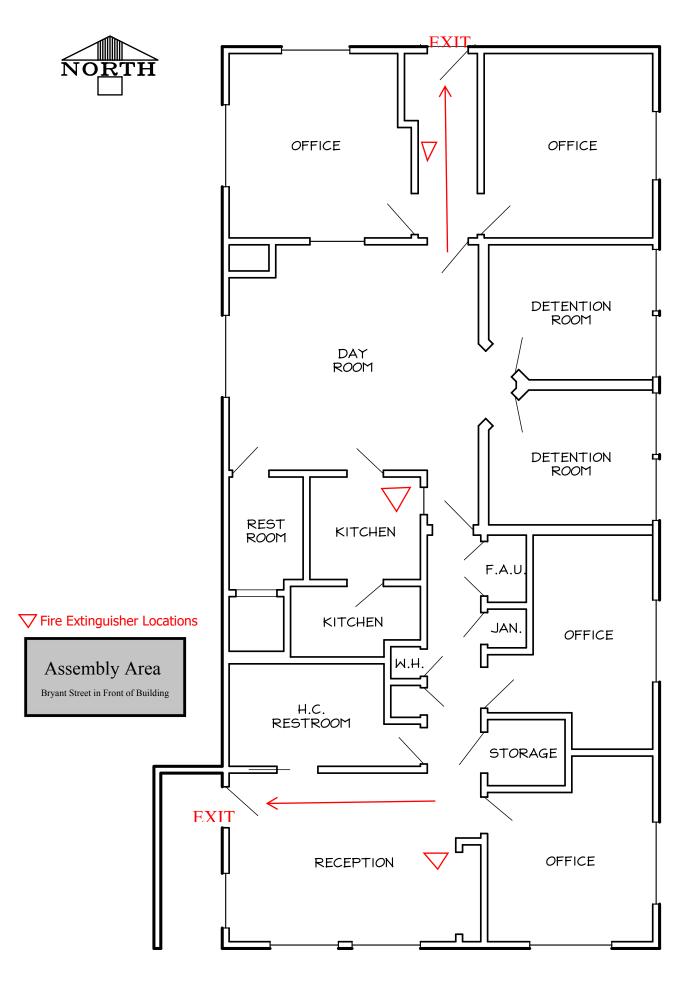


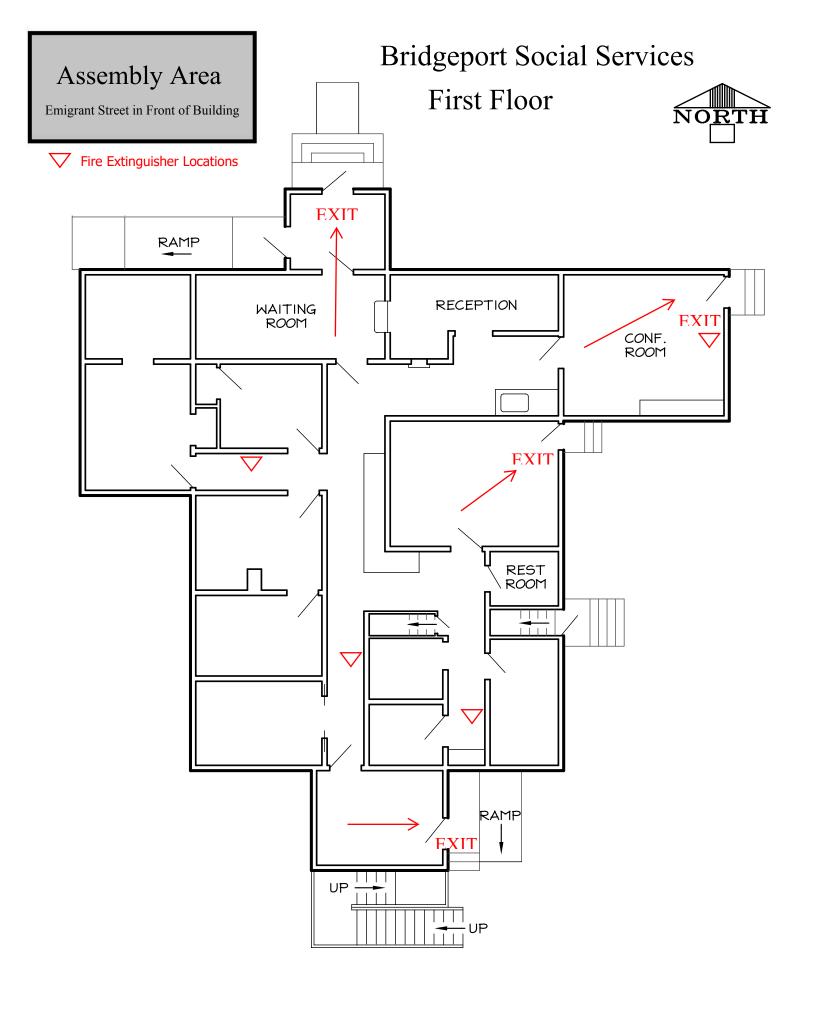
▼ Fire Extinguisher Locations

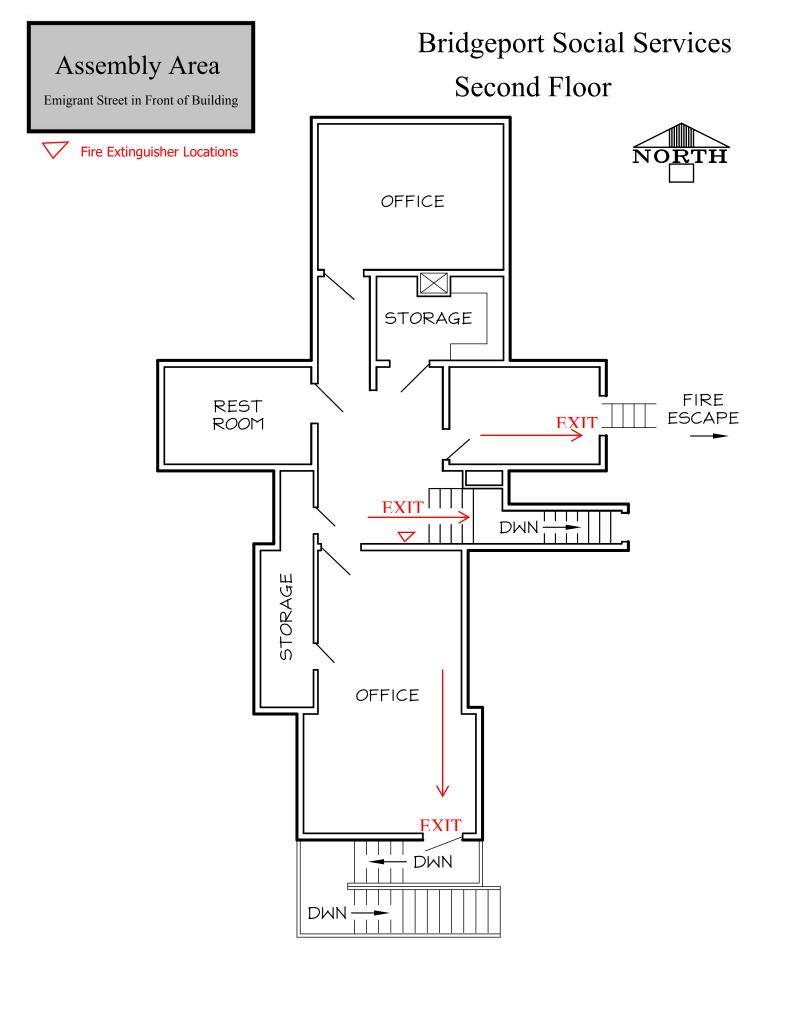
Assembly Area

Bridgeport Community Park

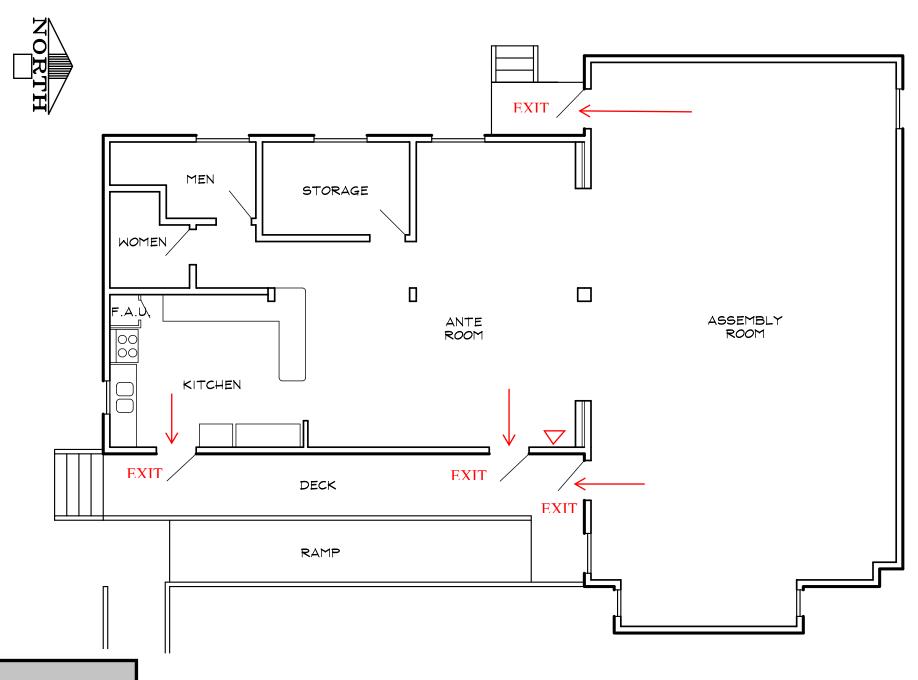
### **Bridgeport Probation**







### Chalfant Community Center



Assembly Area

Chalfant Community Park

▼ Fire Extinguisher Locations

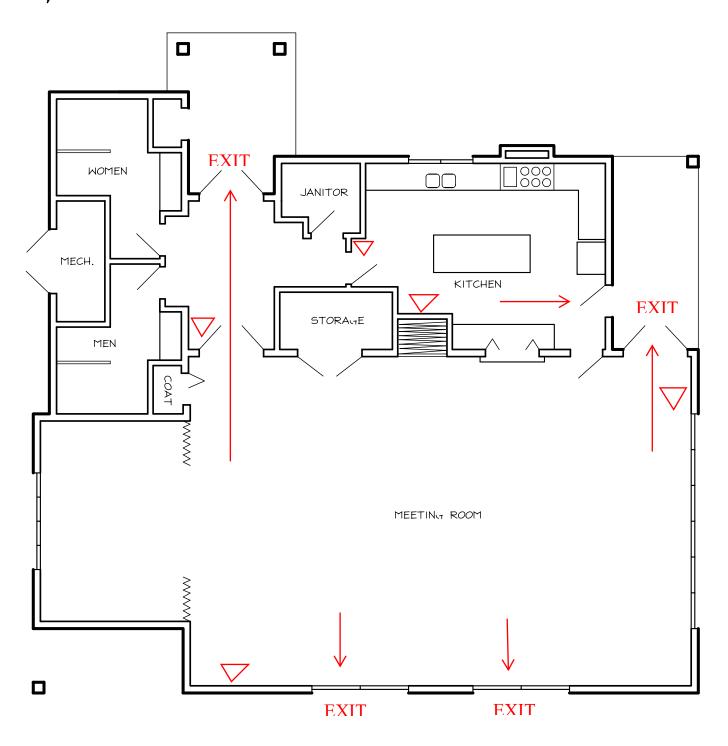
### Crowley Lake Community Center



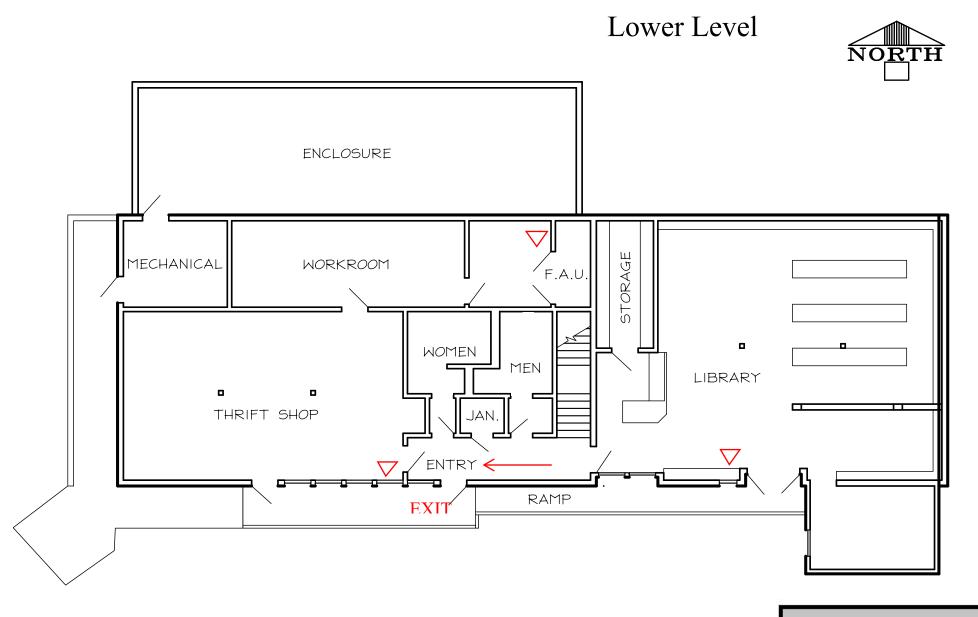
### Assembly Area

East Corner of Parking Lot

Fire Extinguisher Locations



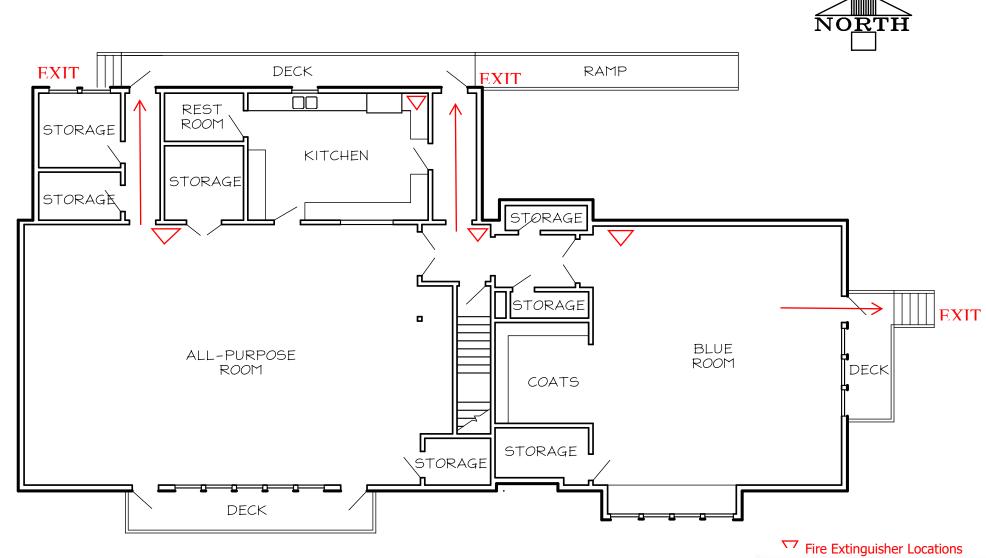
### June Lake Community Center



Assembly Area

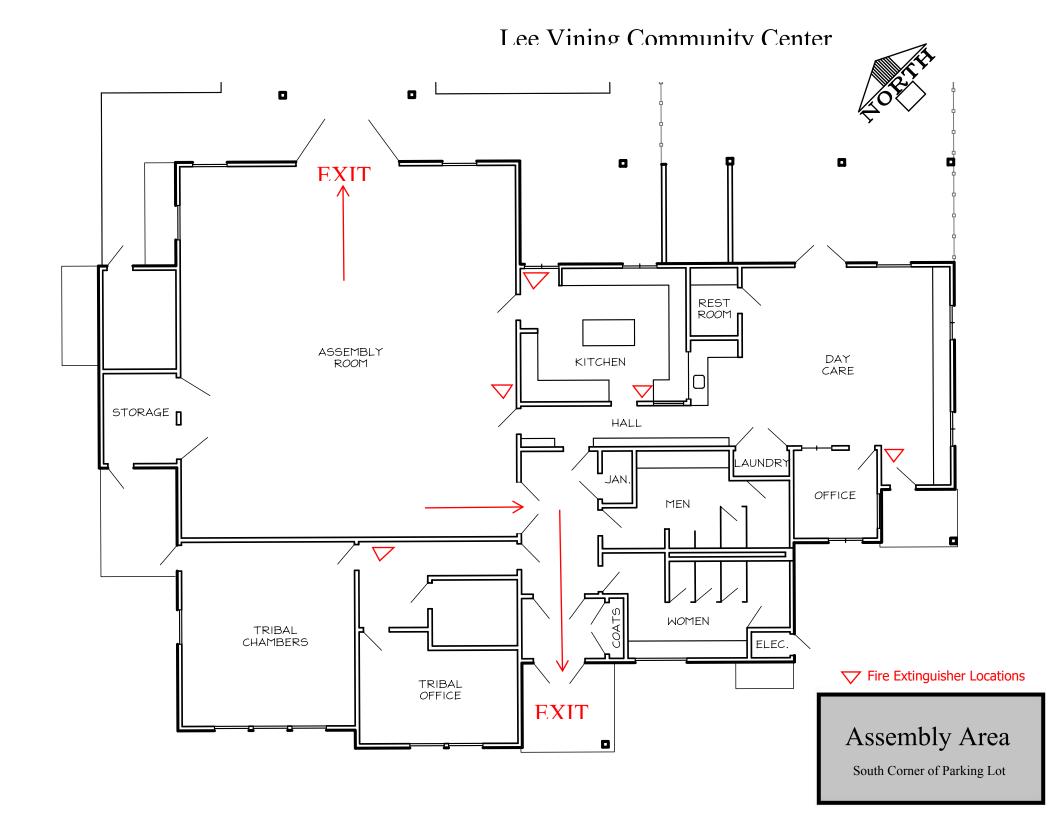
South East Corner of Parking Lot

### June Lake Community Center Upper Level



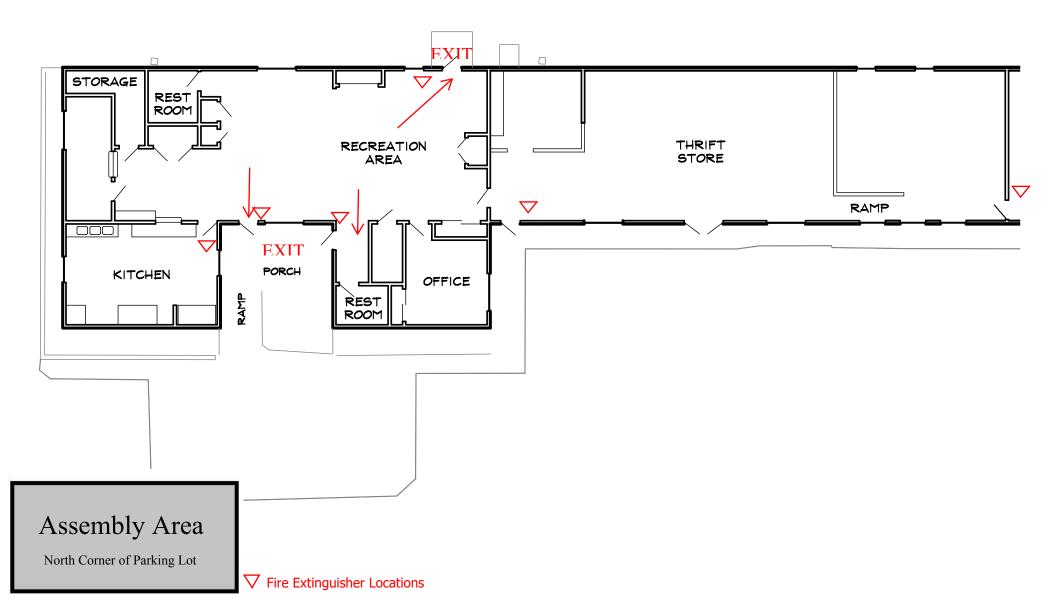
Assembly Area

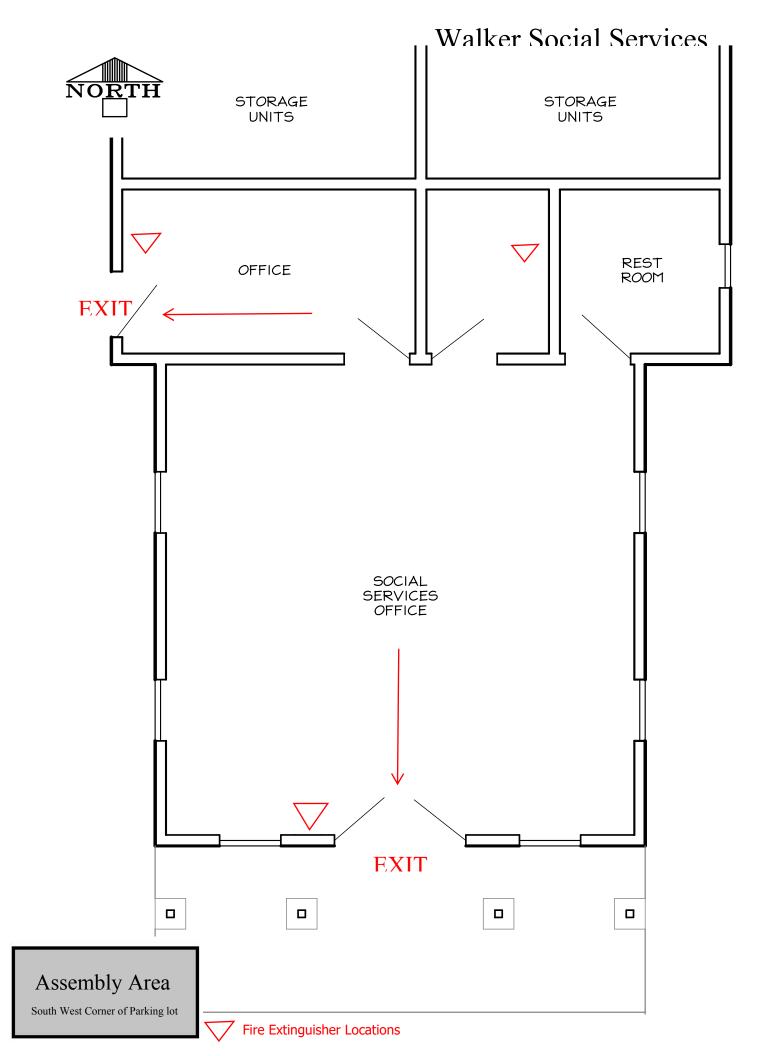
South East Corner of Parking Lot





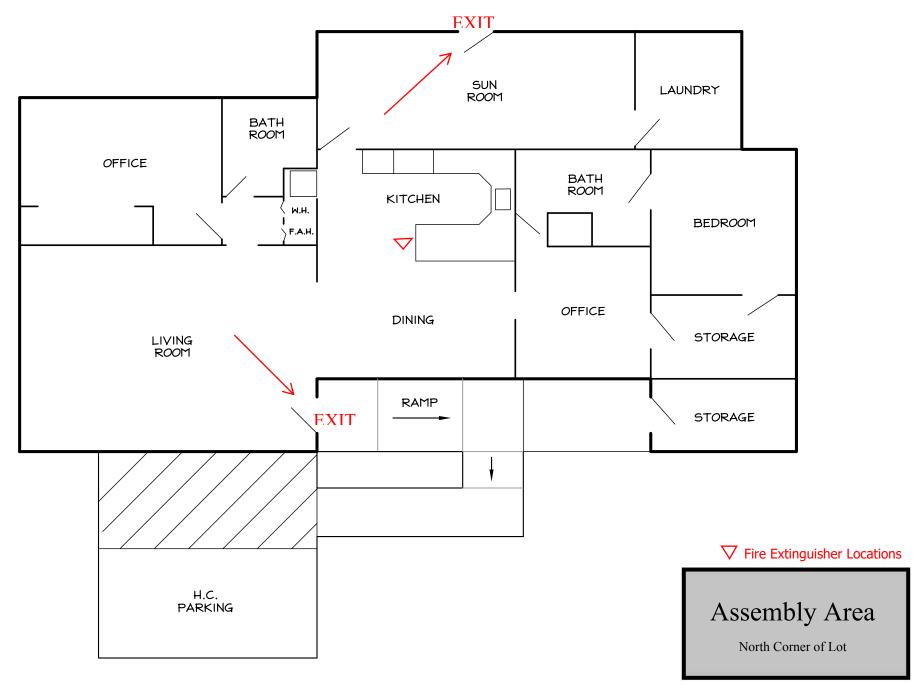






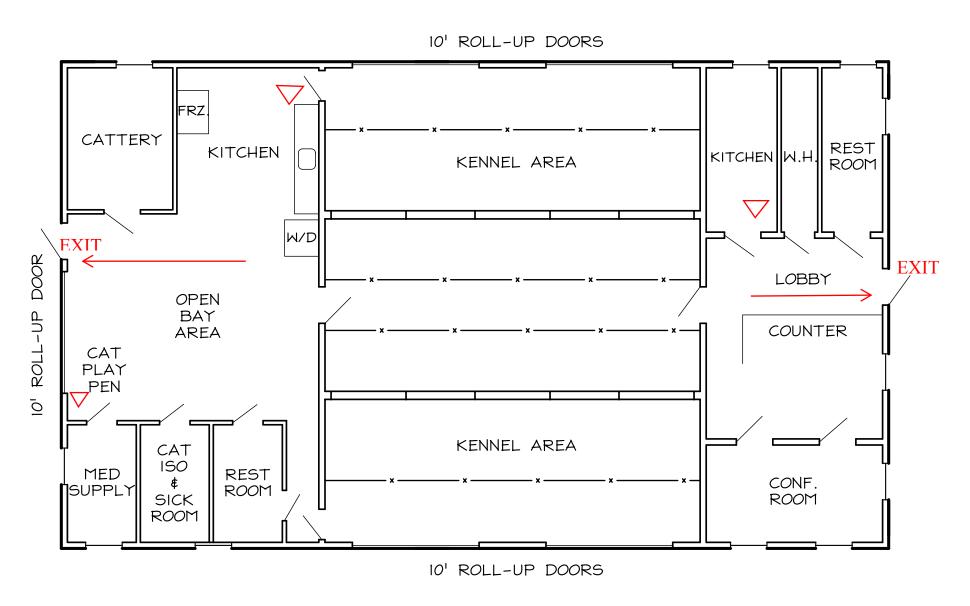
### Walker Wellness Center





### Whitmore Animal Shelter







### REGULAR AGENDA REQUEST

■ Print

MEETING DATE January 21, 2025

**Departments: Probation** 

TIME REQUIRED 15 minutes PERSONS

**SUBJECT** Overview of the Probation

Department

**PERSONS** Karin Humiston, Chief of Probation **APPEARING** 

BOARD

**BEFORE THE** 

### **AGENDA DESCRIPTION:**

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

Presentation by Karin Humiston, regarding overview of Probation Department.

#### **RECOMMENDED ACTION:**

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

#### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Karin Humiston

PHONE/EMAIL: 760-932-5572 / khumiston@mono.ca.gov

**SEND COPIES TO:** 

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

TYES 🔽 NO

#### **ATTACHMENTS:**

Click to download

Presentation

#### History

Time Who Approval

 1/13/2025 3:42 PM
 County Counsel
 Yes

 12/26/2024 4:57 PM
 Finance
 Yes

 1/14/2025 2:04 PM
 County Administrative Office
 Yes

# Mono County Probation

Probation safely connects systeminvolved individuals to the supports they need throughout all communities

### PC 1203

(a) As used in this code, "probation" means the suspension of the imposition or execution of a sentence and the order of conditional and revocable release in the community under the supervision of a probation officer. As used in this code, "conditional sentence" means the suspension of the imposition or execution of a sentence and the order of revocable release in the community subject to conditions established by the court without the supervision of a probation officer. It is the intent of the Legislature that both conditional sentence and probation are authorized whenever probation is authorized in any code as a sentencing option for infractions or misdemeanors.

There are over 200 **probation mandates** in Penal, Welfare and Institution, Government, Education, Family, Vehicle and Health and Safety Codes.

"The Probation Officer shall..."

This doesn't include "The Probation Officer may...."

#### AN EXAMPLE OF A **MANDATE**:

1203 (B) (1) EXCEPT AS PROVIDED IN SUBDIVISION (J), IF A PERSON IS CONVICTED OF A FELONY AND IS ELIGIBLE FOR PROBATION, BEFORE JUDGMENT IS PRONOUNCED, THE COURT SHALL IMMEDIATELY REFER THE MATTER TO A PROBATION OFFICER TO INVESTIGATE AND REPORT TO THE COURT, AT A SPECIFIED TIME, UPON THE CIRCUMSTANCES SURROUNDING THE CRIME AND THE PRIOR HISTORY AND RECORD OF THE PERSON, WHICH MAY BE CONSIDERED EITHER IN AGGRAVATION OR MITIGATION OF THE PUNISHMENT.

(2) (A) THE PROBATION OFFICER SHALL IMMEDIATELY INVESTIGATE AND MAKE A WRITTEN REPORT TO THE COURT CONTAINING FINDINGS AND RECOMMENDATIONS, INCLUDING RECOMMENDATIONS AS TO THE GRANTING OR DENYING OF PROBATION AND THE CONDITIONS OF PROBATION, IF GRANTED.

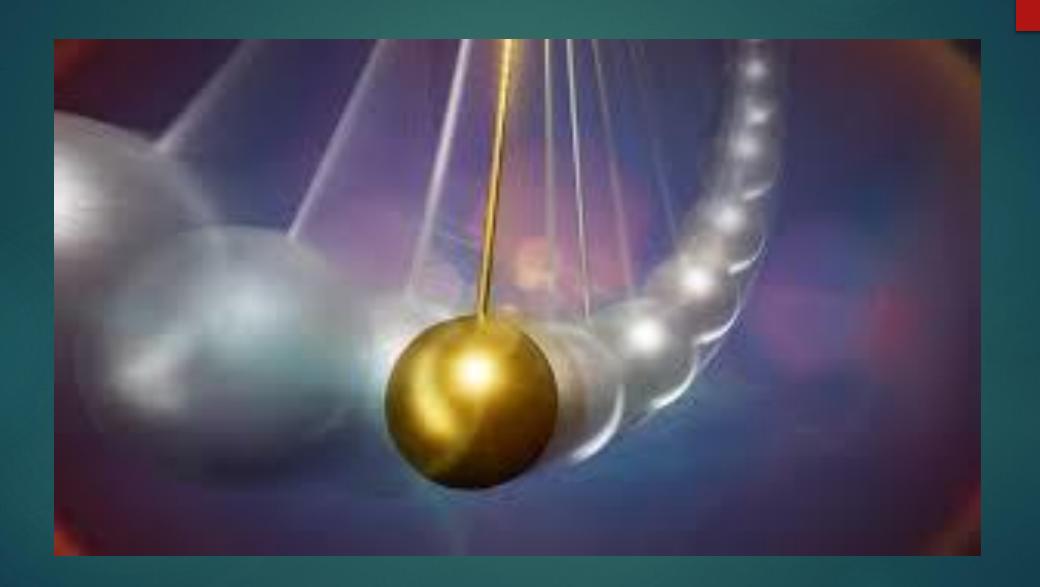


### What's in a name?

Probation	Reentry Services	Community Services	Pretrial SB 129	Parole PC 3451	Social Worker WIC 202.5
Juvenile Services	Adult and Youth Transition Services	Community Enhancement	Education	Mentor	Program Facilitator PC 1203.097
Court Services	Behavioral Health Coordinator	Pre-arraignment Services	Case Management System Administrator	Juvenile Traffic Hearing Officer WIC 256	Law Related Education SRO
	Family FC 1817	Victim Advocate PC 1191.2	Peace Officer PC 832;GC 20438	Resource Families	

#### California Major Justice Reforms

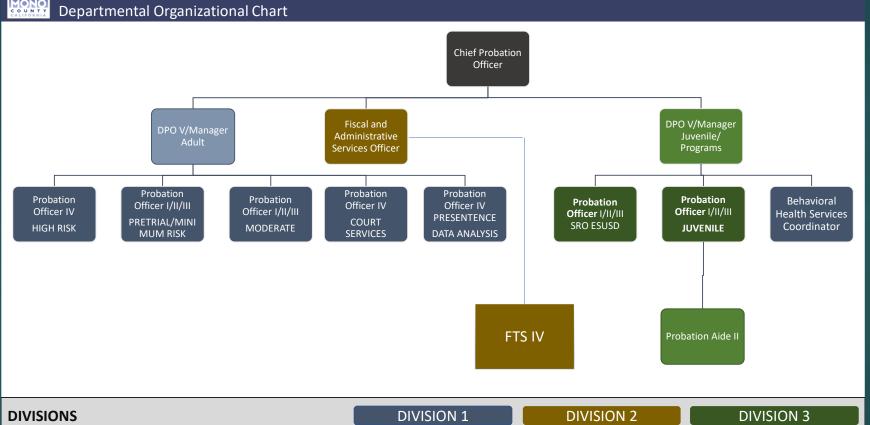
- Three Strike Law
- SB 678 Incentives for Probation Reforms Evidence Based Practices; Reduction of Probation Violations being sent to prison for PV or new offense.
- (enacted **2012**) AB 109 Criminal Justice Realignment Shifted responsibility from the State to the Counties
- Prop 36 Three Strikes Reform (third strike must be serious or violent)
- **2014** Prop 47 Safe Neighborhoods and School Act Reclassified specific felonies to misdemeanor (e.g., theft, drug offenses)
- 2016 Prop 57 Public Safety and Rehabilitation Act Eliminated Direct Files
- AB 1810 Mental Health Diversion
- **2018/2023** SB 1290/SB 144 Eliminated all administrative fees in juvenile delinquency cases; court-ordered costs
- SB 823 Juvenile Justice Realignment; OYCR
- AB 1950 Reducing Probation Terms
- SB 129 Pretrial (Humphrey and Brown)
- AB 1869 Eliminated criminal justice fees to include probation-related fees
- AB 505 Amending OYCR's responsibilities WIC 209, 827,1991, 1995, 2200,2200.2,
- 2202.5 relating to juveniles; Ombudsman
- Prop 36 Reversed parts of Prop 47 and added a treatment component to drug offenses



# Mono County Probation – What do we DO?



#### **Probation**



## Juvenile

SUPERVISION

DIVERSION

RESOURCE FAMILIES (FOSTER)

**PLACEMENT** 

GROUP FACILITATION

**CWS** 

**COMMUNITY OUTREACH** 

**IMMINENT RISK** 

TITLE IV E

GUARDIANSHIP

**ADOPTION INVESTIGATION** 

CALAIM

COUNTY SELF-ASSESSMENT DHHS

**DETENTION** 

SCHOOL RESOURCE OFFICER

LAW RELATED EDUCATION

WRAP AROUND

JOURNALING/LIFE SKILLS

FIELD/SCHOOL/WORK

JUVENILE TRAFFIC

TUTORING

REUNIFICATION FAMILY COURT SUPERVISION

FAMILY DEPENDENCY COURT

TRANSPORTATION

TRAUMA INFORMED

GRANT ADMINISTRATION

## Adult

SUPERVISION (PROB/PAROLE/OTHERS)

PROHIBITED PERSONS RELINQUISH.

COMMUNITY WORK SUPERVISION

PRETRIAL SERVICES

CASE MANAGEMENT/DATA

ELECTRONIC MONITORING

**ASSESSMENTS** 

BATTERERS' INTERVENTION

INTER/INTRA TRANSFER

LIFE SKILLS/MI/ART/MORAL RECONATION TX

TRANSLATION SERVICES

TRANSPORTATION

TRANSITION ASSISTANCE

MEDICATION ASSISTANCE

**ECOURT REMINDERS** 

INVESTIGATIONS

REPORTS (PSI/BAIL)

DRUG/ALCOHOL TESTING

PC 1000

COURT SERVICES/LIAISON

24/7 PRESENCE

**COLLABORATIVE COURTS** 

MENTAL HEALTH DIVERSION

CASE MANAGEMENT SYS ADMIN

STRENGTH-BASED CARE

**SEARCHES** 

MUTUAL AID

PRE-ARRAIGNMENT

### Behavioral Health Services

TELEHEALTH

INPATIENT/OUTPATIENT REFERRALS

REENTRY TEAM

**FURS** 

STRENGTH BASED CARE

CALAIM

FOOD PANTRY/CLOTHES REENTRY

IDENTIFICATION SERVICES

JOB READINESS/RESUME BUILDING

MED MANAGEMENT

RESIDENTIAL TREATMENT

PRIVATE INSURANCE ASSISTANCE

TRANSPORTATION ASSISTANCE

COMMUNITY ASSISTANCE, EDUCATION AND OUTREACH

MEDICAL ASSISTANCE AP

MHE/PSYCHOLOGICAL/PSYCHIATRIC EVAL

ASAM REFERRALS

**NOTARY ASSISTANCE** 

PRETRIAL/COMMUNITY SUPERVISION

IN/OUT OF CUSTODY

BRIDGE WITH COMMUNITY SERVICE SOLUTIONS

# Administrative and Financial Services

BUDGET

FISCAL

CONTRACT ADMINISTRATION

CRIMINAL LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM

LEGISLATIVE AND REGULATORY COMPLIANCE

FACILITY/FLEET MANAGEMENT

CCP



#### REGULAR AGENDA REQUEST

■ Print

MEETING DATE	January 21,	2025
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TIME REQUIRED

SUBJECT Closed Session - Real Property

Negotiation

PERSONS
APPEARING
BEFORE THE
BOARD

#### **AGENDA DESCRIPTION:**

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

Closed Session – Real Property Negotiation – CONFERENCE WITH REAL PROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 2784 Highway 158, June Lake, CA County Negotiator: Sandra Moberly, Tyrone Grandstrand. Negotiating Parties: Don Morton and County of Mono. Under Negotiation: Price, terms, and conditions.

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  YES NO
ATTACHMENTS:
Click to download
No Attachments Available

#### History

TimeWhoApproval1/13/2025 2:45 PMCounty CounselYes1/13/2025 12:38 PMFinanceYes1/14/2025 1:59 PMCounty Administrative OfficeYes



#### REGULAR AGENDA REQUEST

Print

MEETING DATE	January 21,	2025
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Time

TIME REQUIRED

SUBJECT

Closed Session - Labor Negotiations

Closed Session - Labor Negotiations

APPEARING
BEFORE THE
BOARD

#### **AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): 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:
Click to download
No Attachments Available
History

**Approval** 

Who



#### REGULAR AGENDA REQUEST

■ Print

MEETING DATE January 21, 2025

Departments: Board of Supervisors

History Time

TIME REQUIRED

SUBJECT

Ad Hoc Committee Charter Update

Ad Hoc Committee Charter Update

BEFORE THE
BOARD

#### **AGENDA DESCRIPTION:**

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

- Board Ad Hoc Arts Committee (Supervisor Peters, Supervisor Salcido)
- Board Chambers Ad Hoc Committee (Supervisor Peters, Supervisor Salcido)

Who

- Housing Ad Hoc Committee (Supervisor Kreitz, Supervisor McFarland)
- Tax Sharing Ad Hoc Committee (Supervisor Salcido).

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: Sandra Moberly PHONE/EMAIL: 760-932-5415 / smoberly@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  ☐ YES ☑ NO
ATTACHMENTS:
Click to download
No Attachments Available

**Approval**