



# AGENDA

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

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

### Regular Meeting September 5, 2023

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#### TELECONFERENCE INFORMATION

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

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

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

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

Visit <https://monocounty.zoom.us/j/86184340315> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 8434 0315.

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

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

Dial (669) 900-6833, then enter Zoom Webinar 861 8434 0315.

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

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. RECOGNITIONS - 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. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 7/31/2023.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 7/31/2023.

**Fiscal Impact:** None.

**B. Appointment to First 5 Mono County Children and Families Commission**

Departments: First 5 Mono, Mono County Office of Education

Request for Board of Supervisors to appoint Lauren Plum to the First 5 Mono County Children and Families Commission.

**Recommended Action:** Appoint Lauren Plum to the Mono County Children and Families Commission to serve a three-year term commencing September 5, 2023, and expiring the earlier of September 4, 2026, or such time as she no longer meets the criteria for service on the Commission as a "person responsible for the management of the following county functions: children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services."

**Fiscal Impact:** None.

**C. Intergovernmental Transfer Agreement with California Department of Health Care Services**

Departments: Behavioral Health

Proposed contract with California Department of Health Care Services (DHCS) pertaining to the Intergovernmental Transfer of Public Funds.

**Recommended Action:** Approve, and authorize Department Head, Robin Roberts to sign, contract with California Department of Health Care Services for Intergovernmental Transfer of Public Funds for the period July 1, 2023, through December 31, 2023.

**Fiscal Impact:** Based on historical claims data, Mono County Behavioral Health will use Mental Health Services Act funds to transfer \$10,492 to fund the portion for SMHS, and \$5,000 from 2011 Realignment to cover the portion for Drug Medi-Cal County (DMC). These funds will later be returned to the County through the monthly Medi-Cal claiming process as the County share amount.

**D. Eastern Sierra Sustainable Recreation Partnership**

Departments: Public Works - Recreation

Proposed Memorandum of Understanding (MOU) with various regional recreation partners and land managers pertaining to facilitating and enhancing recreation within the Eastern Sierra.

**Recommended Action:** Approve and authorize County Administrative Officer to sign the MOU with various regional recreation partners and land managers for a period until the MOU is terminated by the parties.

**Fiscal Impact:** None.

**E. Letter Regarding Need for Immediate Action Related to Working Conditions at Bridgeport, California Post Office**

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Letter describing the need for immediate action related to working conditions at Bridgeport, California Post Office

**Recommended Action:** Authorize the Board Chair to sign on behalf of the Board.

**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. Application for the State of California, Caltrans, Reconnecting Communities: Highways to Boulevard Grant**

Departments: Eastern Sierra Council of Governments (ESCOG) Joint Powers Authority Agenda

10 minutes

(Elaine Kabala, ESCOG Executive Director) - Request that the Mono County Board of Supervisors consider an application for the State of California, Caltrans, Reconnecting Communities: Highways to Boulevard Grant (Cal RC:H2B Grant), Adopt a Resolution of the Board of Supervisors of Mono County Authorizing the Eastern Sierra Council of Governments to submit an application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant and Execute a Letter of Support for the Application.

**Recommended Action:** 1. Adopt the proposed Resolution of the Board of Supervisors of Mono County Authorizing the Eastern Sierra Council of Governments to Submit an Application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant. 2. Execute a Letter of Support as a grant Co-Applicant for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant.

**Fiscal Impact:** No budget impacts are associated with the preparation of the grant application. Caltrans has generously provided staff to assist with writing and coordinating the application. If the grant is awarded, no matching funds from local jurisdictions is required.

**B. Terms and Conditions of Employment – Assistant County Administrative Officer**

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - Proposed resolution approving a contract with Christine Bouchard as Assistant County Administrative Officer, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt proposed Resolution approving a contract with Christine Brouhard as Assistant County Administrative Officer, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The estimated cost of this position for the remainder of the fiscal year is \$168,938, of which \$123,256 is salary and \$45,682 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$219,991, of which \$165,399 is salary and \$54,592 is benefits. This is included in the Department's FY 2023/24 preliminary and recommended budget.

**C. Terms and Conditions of Employment - Information Technology Director**

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - Proposed resolution prescribing and approving the terms and conditions of employment for Michael Martinez as Information Technology Director.

**Recommended Action:** Announce Fiscal Impact. Adopt proposed Resolution approving a terms and conditions of employment for Michael Martinez as Information Technology Director. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The estimated cost of this position for the remainder of the fiscal year is \$155,783, of which \$111,798 is salary and \$43,985 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$202,338, of which \$150,023 is salary and \$52,315 is benefits. This is included in the Department's FY 2023/24 preliminary and recommended budget.

**D. Employment Agreement - Deputy District Attorney III**

Departments: District Attorney

10 minutes

(David Anderson, District Attorney) - Proposed resolution approving a contract with Brad Braaten as Deputy District Attorney III, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve proposed Resolution approving a contract with Brad Braaten as Deputy District Attorney III, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The estimated cost of this position for the remainder of the fiscal year is \$146,539, of which \$106,161 is salary and \$40,377 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$178,885, of which \$129,595 is salary and \$49,290 is benefits. This is included in the

Department's FY 2023/24 preliminary and recommended budget.

**E. Employment Agreement - Parks and Facilities Superintendent**

Departments: Public Works - Facilities

5 minutes

(Paul Roten, Public Works Director) - Proposed resolution approving a contract with Karyn Spears as Parks and Facilities Superintendent, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve proposed Resolution approving a contract with Karyn Spears as Parks and Facilities, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The estimated cost of this position for the remainder of the fiscal year is \$111,751, of which \$71,854 is salary and \$39,897 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$130,315, of which \$87,715 is salary and \$42,600 is benefits. This is included in the Department's FY 2023/24 preliminary and recommended budget.

**F. Revised Terms and Conditions of Employment – Budget Officer**

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - Proposed resolution approving a revised employment agreement with Megan Chapman as Budget Officer which shall supersede and replace the employment agreement between the County of Mono and Megan Chapman entered into on or about August 9, 2022.

**Recommended Action:** Adopt Resolution approving a revised employment agreement with Megan Chapman as Budget Officer, 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:** No changes to the fiscal impact from the existing contract. The change reduces certain non-cash benefits included in the previous agreement.

**G. Amendment to Terms and Conditions of Employment - Risk Manager/Interim Chief People Officer**

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - Proposed resolution approving an amendment to the employment agreement of Jacob Sloane as Risk Manager for Mono County to recognize his temporary appointment as Interim Chief People Officer.

**Recommended Action:** Announce Fiscal Impact. Approve amendment to employment agreement of Jacob Sloane as Risk Manager to memorialize his appointment as Interim Chief People Officer. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** This item increases costs for each pay cycle the additional duties are performed by an estimated \$2,114, of which \$1,841 is salary and \$273 is benefits. The annual cost of this position currently is \$157,246, of which \$117,546 is salary and \$39,700 is benefits.

**H. Amendment to Terms and Conditions of Employment - Human Resources Generalist**

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - Proposed resolution approving an amendment to the employment agreement of Gail DuBlanc as Human Resources Generalist for Mono County to recognize the assumption of additional duties during transition in Human Resources.

**Recommended Action:** Announce Fiscal Impact. Approve amendment to contract with Gail DuBlanc as Human Resources Generalist. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** This item increases costs for each biweekly pay cycle in which the additional duties are performed by an estimated \$167, of which \$150 is salary and \$17 is benefits. The annual cost of this position currently before the amendment is \$120,273, of which \$85,800 is salary and \$34,473 is benefits.

**I. Amendments to and Termination of Contracts for Indigent Legal Defense Services**

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer and Stacey Simon, County Counsel) - Proposed second amendment to contracts with Sophie Bidet, Inc., and Josh D. Hillemeier, Esq. pertaining to the provision of indigent defense services in Mono County and request for early termination of contract with Brad Braaten, Esq. for indigent defense services.

**Recommended Action:** 1. Approve, and authorize Chair to sign, contract amendments with Sophie Bidet, Inc., and Josh D. Hillemeier, Esq. for the provision of indigent defense services in Mono County to increase the amount of monthly compensation to reflect the assumption of additional caseload. 2. Authorize early termination of contract with Brad Braaten, Esq. for the provision of indigent defense services in Mono County.

**Fiscal Impact:** There is no additional cost to the County. The amendments divide 75% of the monthly amount previously paid to Attorney Brad Braaten

(\$16,065 X 75%), whose contract is proposed for termination, between the two attorneys who will remain under contract. 25% is reserved for conflict counsel necessitated by fewer attorneys overall providing defense services until the vacancy is filled.

**J. Agreement with Long Valley Fire Regarding Educational Revenue Augmentation Fund**

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer) - Proposed agreement with Long Valley Fire Protection District providing for the transfer of funds annually to the District to reimburse a portion of the funds withheld from the District pursuant to State law as part of the Educational Revenue Augmentation Fund (ERAF) shift.

**Recommended Action:** Approve, and authorize Chair to sign, contract with Long Valley Fire Protection District related to Educational Revenue Augmentation Fund (ERAF) distribution, effective beginning in the 2022-23 tax year.

**Fiscal Impact:** The cost of this agreement for FY 2022/23 (and payable in FY 2023/24) will not exceed \$20,474, and will change proportionally each year with the amount of property tax increment apportioned to the tax rate areas applicable to the District. While the amount reduces the County's annual property tax revenues in the General Fund, revenue forecasts included in the FY 2023-24 recommended budget are sufficient to accommodate the revenue loss.

**K. Support of Assembly Constitutional Amendment 1**

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - Approve Chair's signature on proposed letter supporting Assembly Constitutional Amendment 1 (ACA 1).

**Recommended Action:** Approve, and authorize the Board Chair to sign, proposed letter supporting ACA 1, which, if approved, would place a ballot measure before voters to reduce the threshold for bond and special tax measures for critical infrastructure, including housing, from a 2/3 vote to 55% majority vote.

**Fiscal Impact:** None.

**L. Ordinance Adding Section 3.04.035 and Amending Section 3.04.060 of the Mono County Code - County Purchasing**

Departments: County Counsel

10 minutes

(Christopher Beck, Assistant County Counsel) - Proposed ordinance adding Section 3.04.035 and amending Section 3.04.060 of the Mono County Code to authorize cooperative purchases and to clarify purchasing requirements during



declared emergencies.

**Recommended Action:** Introduce, read title, and waive further reading of proposed ordinance adding Mono County Code Section 3.04.035 and amending Mono County Code section 3.04.060. Provide any desired direction to staff.

**Fiscal Impact:** None.

**M. Update on Emergency Repair Benton Crossing Road and Northshore Drive**

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Update on emergency road repairs on Benton Crossing Road and Northshore Drive.

**Recommended Action:** 1. Receive update on the status of repairs. 2. Review the emergency action and find that there is a need to continue the repair of Benton Crossing Road and Northshore Drive to make those roads safe for travel before winter snows. 3. Authorize the Public Works Director to continue procuring the necessary equipment, services, and supplies to continue emergency repairs on Benton Crossing Road and Northshore Drive, without giving notice for bids to let contracts. (4/5 vote is required.)

**Fiscal Impact:** The project will be funded with Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (CALOES) assistance.

**N. Yosemite National Park Visitor Access Management Plan**

Departments: Economic Development

20 minutes

(Jeff Simpson, Economic Development Director) - Presentation by Jeff Simpson regarding the Yosemite National Park Visitor Access Management Plan.

**Recommended Action:** Receive presentation, direct staff to submit a desired public comment letter to Yosemite National Park.

**Fiscal Impact:** None.

**O. Department Update - County Counsel**

Departments: County Counsel

20 minutes

(Stacey Simon, County Counsel) - Presentation by County Counsel to update the Board and the public on County Counsel functions, activities, operations, goals, and objectives.

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

**Fiscal Impact:** None.

**P. Mono County Jail Facility - Update**

Departments: Public Works

10 minutes

(Paul Roten, Public Works Director) - Presentation by Public Works Director, Paul Roten regarding the progress in constructing a new Mono County Jail on Twin Lakes Road in Bridgeport.

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

**Fiscal Impact:** None.

**Q. Hospital Demolition and Utilities Project - Contract Award**

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Award Hospital Building Demolition and Utility Relocation Contract, to allow for construction of the new Mono County Jail Facility.

**Recommended Action:** Authorize the Public Works Director to execute the contract contained in the previously approved bid package for The Hospital Demolition and Utilities Project with the lowest responsible bidder Olcese Construction Company, Inc. of Carson City, Nevada, and execute change orders as necessary within statutory limits.

**Fiscal Impact:** Contract amount is for \$723,250 funded by the Criminal Justice Facility Capital Projects Fund. Although the award is higher than anticipated, there is sufficient amounts included in the contract budget to accommodate the increased cost.

**8. CLOSED SESSION**

**A. Closed Session - Initiation of Litigation**

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

**B. Closed Session - Labor Negotiations**

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

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

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

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

**9. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments:** Finance

**TIME REQUIRED**

**SUBJECT** Monthly Treasury Transaction Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Treasury Transaction Report for the month ending 7/31/2023.

**RECOMMENDED ACTION:**

Approve the Treasury Transaction Report for the month ending 7/31/2023.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Gerald Frank

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Treasury Transaction Report for the month ending 7/31/2023</a>

**History**

Time	Who	Approval
8/23/2023 4:56 PM	County Counsel	Yes
8/21/2023 12:24 PM	Finance	Yes
8/24/2023 8:05 AM	County Administrative Office	Yes



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2023, End Date: 7/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	7/7/2023	3130AWJZ4	1,000,000.00	FHLB 5 7/7/2028-25	100.00	1,000,000.00	0.00	5.00	1,000,000.00
Buy	7/14/2023	91739JAA3	249,000.00	Utah First Federal Credit Union 4.75 7/14/2028	100.00	249,000.00	0.00	4.75	249,000.00
Buy	7/17/2023	3133EPQD0	1,000,000.00	FFCB 3.25 7/17/2028	99.82	998,230.00	0.00	3.29	998,230.00
Buy	7/17/2023	31422X4Y5	1,000,000.00	FAMC 4.32 7/17/2028	100.00	1,000,000.00	0.00	4.32	1,000,000.00
Buy	7/26/2023	89854LAD5	248,000.00	TTCU Federal Credit Union 5 7/26/2028	100.00	248,000.00	0.00	5.00	248,000.00
Buy	7/26/2023	64017ABA1	248,000.00	Neighbors Federal Credit Union 5 7/26/2028	100.00	248,000.00	0.00	5.00	248,000.00
Buy	7/31/2023	68283MAP1	247,000.00	OnPath Federal Credit Union 4.85 7/31/2028	100.00	247,000.00	0.00	4.85	247,000.00
<b>Subtotal</b>			<b>3,992,000.00</b>			<b>3,990,230.00</b>	<b>0.00</b>		<b>3,990,230.00</b>
Deposit	7/10/2023	OAKVALLEY0670	5.63	Oak Valley Bank Cash	100.00	5.63	0.00	0.00	5.63
Deposit	7/14/2023	LAIF6000Q	20,326.16	Local Agency Investment Fund LGIP	100.00	20,326.16	0.00	0.00	20,326.16
Deposit	7/31/2023	CAMP60481	157,833.31	California Asset Management Program LGIP	100.00	157,833.31	0.00	0.00	157,833.31
Deposit	7/31/2023	31846V203	4,000,000.00	First American Gov Fund MM	100.00	4,000,000.00	0.00	0.00	4,000,000.00
Deposit	7/31/2023	OAKVALLEY0670	12,864.47	Oak Valley Bank Cash	100.00	12,864.47	0.00	0.00	12,864.47
Deposit	7/31/2023	OAKVALLEY0670	35,966,143.23	Oak Valley Bank Cash	100.00	35,966,143.23	0.00	0.00	35,966,143.23
<b>Subtotal</b>			<b>40,157,172.80</b>			<b>40,157,172.80</b>	<b>0.00</b>		<b>40,157,172.80</b>
<b>Total Buy Transactions</b>			<b>44,149,172.80</b>			<b>44,147,402.80</b>	<b>0.00</b>		<b>44,147,402.80</b>
<b>Interest/Dividends</b>									
Interest	7/1/2023	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	675.37	0.00	675.37
Interest	7/1/2023	369674CG9	0.00	General Electric Credit Union 5 1/30/2024		0.00	1,019.18	0.00	1,019.18
Interest	7/1/2023	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	982.36	0.00	982.36
Interest	7/1/2023	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	900.49	0.00	900.49
Interest	7/1/2023	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	900.49	0.00	900.49
Interest	7/1/2023	586840NA4	0.00	Menlo Park City School Dist 1.928 7/1/2024		0.00	4,820.00	0.00	4,820.00
Interest	7/1/2023	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	532.11	0.00	532.11
Interest	7/1/2023	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	347.92	0.00	347.92



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2023, End Date: 7/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/1/2023	33651FAF6	0.00	First Source FCU 4.85 1/31/2024		0.00	988.60	0.00	988.60
Interest	7/1/2023	25844MAK4	0.00	Dort Financial Credit Union 4.5 12/16/2027		0.00	2,771.14	0.00	2,771.14
Interest	7/1/2023	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	378.62	0.00	378.62
Interest	7/1/2023	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	910.73	0.00	910.73
Interest	7/1/2023	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	382.60	0.00	382.60
Interest	7/1/2023	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	654.45	0.00	654.45
Interest	7/1/2023	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	368.38	0.00	368.38
Interest	7/1/2023	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	920.96	0.00	920.96
Interest	7/2/2023	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	276.29	0.00	276.29
Interest	7/5/2023	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	654.90	0.00	654.90
Interest	7/7/2023	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	337.68	0.00	337.68
Interest	7/8/2023	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	982.36	0.00	982.36
Interest	7/8/2023	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	961.89	0.00	961.89
Interest	7/8/2023	89236TFS9	0.00	Toyota Motor Credit Corp 3.35 1/5/2024		0.00	8,375.00	0.00	8,375.00
Interest	7/8/2023	29367SJK8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	7/8/2023	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	7/9/2023	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	706.07	0.00	706.07
Interest	7/9/2023	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	856.11	0.00	856.11
Interest	7/10/2023	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	716.30	0.00	716.30
Interest	7/10/2023	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	869.79	0.00	869.79
Interest	7/10/2023	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	675.37	0.00	675.37
Interest	7/11/2023	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	143.26	0.00	143.26
Interest	7/12/2023	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	532.11	0.00	532.11
Interest	7/13/2023	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	603.74	0.00	603.74
Interest	7/13/2023	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	583.27	0.00	583.27
Interest	7/13/2023	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	409.32	0.00	409.32



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2023, End Date: 7/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/13/2023	30960QAL1	0.00	Farmers Insurance Group FCU 5 12/13/2023		0.00	1,019.18	0.00	1,019.18
Interest	7/14/2023	3136G4YL1	0.00	FNMA 0.625 7/14/2025-22		0.00	3,125.00	0.00	3,125.00
Interest	7/14/2023	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	7/14/2023	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	7/14/2023	89841MAM9	0.00	Trustone Financial 5 12/14/2023		0.00	1,019.18	0.00	1,019.18
Interest	7/14/2023	67886WAF4	0.00	Oklahomas Credit Union 5 12/14/2023		0.00	1,019.18	0.00	1,019.18
Interest	7/15/2023	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	695.84	0.00	695.84
Interest	7/15/2023	478160CJ1	0.00	Johnson & Johnson 2.625 1/15/2025-17		0.00	6,562.50	0.00	6,562.50
Interest	7/15/2023	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	583.27	0.00	583.27
Interest	7/15/2023	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	716.30	0.00	716.30
Interest	7/15/2023	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	613.97	0.00	613.97
Interest	7/15/2023	478160CK8	0.00	Johnson & Johnson 2.9 1/15/2028-27		0.00	7,250.00	0.00	7,250.00
Interest	7/16/2023	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	409.32	0.00	409.32
Interest	7/16/2023	42971GAA9	0.00	High Plains Bank 3 1/16/2024		0.00	3,644.79	0.00	3,644.79
Interest	7/17/2023	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	920.96	0.00	920.96
Interest	7/17/2023	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	532.11	0.00	532.11
Interest	7/18/2023	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	235.36	0.00	235.36
Interest	7/18/2023	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	7/18/2023	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	7/19/2023	3133ENB33	0.00	FFCB 3.05 7/19/2027		0.00	15,250.00	0.00	15,250.00
Interest	7/20/2023	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	716.30	0.00	716.30
Interest	7/20/2023	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	583.27	0.00	583.27
Interest	7/20/2023	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	890.26	0.00	890.26
Interest	7/20/2023	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	900.49	0.00	900.49
Interest	7/21/2023	3130ASRU5	0.00	FHLB 3.125 7/21/2023		0.00	15,625.00	0.00	15,625.00



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2023, End Date: 7/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/21/2023	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	920.96	0.00	920.96
Interest	7/21/2023	90331HPL1	0.00	US Bank NA 2.05 1/21/2025		0.00	5,125.00	0.00	5,125.00
Interest	7/22/2023	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	583.27	0.00	583.27
Interest	7/22/2023	33847E3W5	0.00	Flagstar Bank FSB 0.6 7/22/2025		0.00	740.86	0.00	740.86
Interest	7/22/2023	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	573.04	0.00	573.04
Interest	7/22/2023	3134GV5V6	0.00	FHLMC 0.6 7/22/2025-22		0.00	3,000.00	0.00	3,000.00
Interest	7/23/2023	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	419.55	0.00	419.55
Interest	7/23/2023	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	399.08	0.00	399.08
Interest	7/24/2023	90331HNV1	0.00	US Bank NA 3.4 7/24/2023-23		0.00	8,500.00	0.00	8,500.00
Interest	7/24/2023	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	624.25	0.00	624.25
Interest	7/24/2023	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	706.07	0.00	706.07
Interest	7/24/2023	20726ABD9	0.00	Congressional Bank 2.1 7/24/2024		0.00	2,572.18	0.00	2,572.18
Interest	7/24/2023	3136G4YE7	0.00	FNMA 0.7 7/24/2025-22		0.00	3,500.00	0.00	3,500.00
Interest	7/25/2023	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	920.96	0.00	920.96
Interest	7/25/2023	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	358.15	0.00	358.15
Interest	7/25/2023	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	613.97	0.00	613.97
Interest	7/25/2023	3130AQHZ9	0.00	FHLB 1.54 1/25/2027-23		0.00	7,700.00	0.00	7,700.00
Interest	7/26/2023	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	102.33	0.00	102.33
Interest	7/26/2023	3130ASLA5	0.00	FHLB 4.5 7/26/2027-24		0.00	22,500.00	0.00	22,500.00
Interest	7/26/2023	3134GXG40	0.00	FHLMC 3.55 7/26/2024-23		0.00	17,750.00	0.00	17,750.00
Interest	7/26/2023	3130AKMD5	0.00	FHLB 0.5 1/26/2026-21		0.00	2,500.00	0.00	2,500.00
Interest	7/26/2023	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	521.88	0.00	521.88
Interest	7/26/2023	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	337.68	0.00	337.68
Interest	7/26/2023	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	532.11	0.00	532.11
Interest	7/26/2023	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	706.07	0.00	706.07
Interest	7/26/2023	3133EJM48	0.00	FFCB 3.17 1/26/2024		0.00	15,850.00	0.00	15,850.00
Interest	7/26/2023	742718FZ7	0.00	Procter & Gamble Co 3.95 1/26/2028-23		0.00	10,013.25	0.00	10,013.25





## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2023, End Date: 7/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/26/2023	3130AQJ20	0.00	FHLB Step 1/26/2026-23		0.00	7,875.00	0.00	7,875.00
Interest	7/27/2023	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	869.79	0.00	869.79
Interest	7/27/2023	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	152.88	0.00	152.88
Interest	7/27/2023	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	573.04	0.00	573.04
Interest	7/27/2023	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	214.89	0.00	214.89
Interest	7/27/2023	3130AQKF9	0.00	FHLB 1.6 1/27/2027-23		0.00	8,000.00	0.00	8,000.00
Interest	7/27/2023	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	225.12	0.00	225.12
Interest	7/28/2023	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	931.19	0.00	931.19
Interest	7/28/2023	38149MWX7	0.00	Goldman Sachs Bank USA 0.85 7/28/2026		0.00	1,045.34	0.00	1,045.34
Interest	7/28/2023	3130AKPC4	0.00	FHLB 0.6 1/28/2026-21		0.00	3,000.00	0.00	3,000.00
Interest	7/28/2023	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,019.18	0.00	1,019.18
Interest	7/28/2023	3135G06R9	0.00	FNMA 0.55 1/28/2026-21		0.00	2,750.00	0.00	2,750.00
Interest	7/29/2023	06406RAF4	0.00	Bank of New York Mellon 3.4 1/29/2028-27		0.00	8,500.00	0.00	8,500.00
Interest	7/29/2023	3130ANCA6	0.00	FHLB 1.05 7/29/2026-24		0.00	5,250.00	0.00	5,250.00
Interest	7/29/2023	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	184.19	0.00	184.19
Interest	7/29/2023	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	173.96	0.00	173.96
Interest	7/30/2023	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	839.10	0.00	839.10
Interest	7/30/2023	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,019.18	0.00	1,019.18
Interest	7/30/2023	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	900.49	0.00	900.49
Interest	7/30/2023	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,019.18	0.00	1,019.18
Interest	7/31/2023	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	7/31/2023	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	7/31/2023	CAMP60481	0.00	California Asset Management Program LGIP		0.00	157,833.31	0.00	157,833.31
Interest	7/31/2023	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	890.26	0.00	890.26
Interest	7/31/2023	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	644.38	0.00	644.38
Interest	7/31/2023	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	7/31/2023	912828Z78	0.00	T-Note 1.5 1/31/2027		0.00	7,500.00	0.00	7,500.00



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2023, End Date: 7/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/31/2023	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	941.08	0.00	941.08
Interest	7/31/2023	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	671.30	0.00	671.30
Interest	7/31/2023	24773RBW4	0.00	Delta National Bank and Trust 0.55 7/21/2025		0.00	679.12	0.00	679.12
Interest	7/31/2023	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	930.51	0.00	930.51
Interest	7/31/2023	86777TAA4	0.00	Sunset Science Park FCU 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	7/31/2023	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	12,864.47	0.00	12,864.47
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>437,683.52</b>		<b>437,683.52</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>437,683.52</b>		<b>437,683.52</b>
<b>Sell Transactions</b>									
Matured	7/14/2023	62479MUE1	1,000,000.00	MUFG Bank LTD 0 7/14/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	7/21/2023	3130ASRU5	1,000,000.00	FHLB 3.125 7/21/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	7/24/2023	313384JN0	1,000,000.00	FHLB 0 7/24/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	7/24/2023	90331HNV1	500,000.00	US Bank NA 3.4 7/24/2023-23	0.00	500,000.00	0.00	0.00	500,000.00
Matured	7/31/2023	06426KAM0	247,000.00	Bank of New England 3.2 7/31/2023	0.00	247,000.00	0.00	0.00	247,000.00
<b>Subtotal</b>			<b>3,747,000.00</b>			<b>3,747,000.00</b>	<b>0.00</b>		<b>3,747,000.00</b>
Sell	7/14/2023	716973AC6	500,000.00	Pfizer Investment Enterprises 4.45 5/19/2028	0.00	492,260.00	3,399.31	0.00	495,659.31
<b>Subtotal</b>			<b>500,000.00</b>			<b>492,260.00</b>	<b>3,399.31</b>		<b>495,659.31</b>
Withdraw	7/7/2023	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	7/10/2023	CAMP60481	1,000,000.00	California Asset Management Program LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	7/10/2023	31846V203	4,000,000.00	First American Gov Fund MM	0.00	4,000,000.00	0.00	0.00	4,000,000.00
Withdraw	7/13/2023	31846V203	2,000,000.00	First American Gov Fund MM	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	7/14/2023	CAMP60481	500,000.00	California Asset Management Program LGIP	0.00	500,000.00	0.00	0.00	500,000.00
Withdraw	7/17/2023	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	7/19/2023	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	7/20/2023	CAMP60481	1,000,000.00	California Asset Management Program LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	7/25/2023	CAMP60481	2,000,000.00	California Asset Management Program LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00



# Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2023, End Date: 7/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Withdraw	7/26/2023	31846V203	6,000,000.00	First American Gov Fund MM	0.00	6,000,000.00	0.00	0.00	6,000,000.00
Withdraw	7/27/2023	CAMP60481	1,000,000.00	California Asset Management Program LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	7/31/2023	OAKVALLEY0670	34,794,182.63	Oak Valley Bank Cash	0.00	34,794,182.63	0.00	0.00	34,794,182.63
<b>Subtotal</b>			<b>55,294,182.63</b>			<b>55,294,182.63</b>	<b>0.00</b>		<b>55,294,182.63</b>
<b>Total Sell Transactions</b>			<b>59,541,182.63</b>			<b>59,533,442.63</b>	<b>3,399.31</b>		<b>59,536,841.94</b>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments:** First 5 Mono, Mono County Office of Education

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Appointment to First 5 Mono County  
Children and Families Commission

**AGENDA DESCRIPTION:**

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

Request for Board of Supervisors to appoint Lauren Plum to the First 5 Mono County Children and Families Commission.

**RECOMMENDED ACTION:**

Appoint Lauren Plum to the Mono County Children and Families Commission to serve a three-year term commencing September 5, 2023, and expiring the earlier of September 4, 2026, or such time as she no longer meets the criteria for service on the Commission as a "person responsible for the management of the following county functions: children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services."

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Molly DesBaillets

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Staff Report</a></p>
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**History**

Time	Who	Approval
8/23/2023 4:55 PM	County Counsel	Yes

8/21/2023 12:29 PM

Finance

Yes

8/24/2023 8:04 AM

County Administrative Office

Yes



**Bob Gardner**  
Commission Chair  
Mono County Board of  
Supervisors

**Stacey Adler, PhD**  
Commission Vice- Chair  
Mono County Superintendent  
of Schools

**Janice Mendez**  
Commission Secretary  
Project Lead  
Community Health in Diabetes  
Prevention  
Bridgeport Indian Colony

**Michelle Raust**  
Program Manager, Child and  
Adult Services  
Mono County Department of  
Social Services

**Patricia Robertson**  
Grant and Financial Associate  
Mammoth Lakes Housing

**Date:** September 5, 2023  
**To:** Honorable Board of Supervisors  
**From:** Molly DesBaillets, Executive Director First 5 Mono County  
**Subject:** Appointment of Lauren Plum to the First 5 Mono County  
Children and Families Commission

**Recommended Action:**

Appoint Lauren Plum to the Mono County Children and Families Commission to serve a three-year term commencing September 5th, 2023 and expiring September 6th, 2028.

**Discussion:**

On behalf of the Mono County Children and Families Commission, I respectfully request the Board of Supervisors to appoint Lauren Plum to the First 5 Mono County Children and Families Commission.

In accordance with Mono County Code, Ms. Plum--who serves as the Wellness Programming and Community Health Outreach Supervisor for Mono County Behavioral Health--wishes to serve under the membership category: *persons responsible for management of the following county functions: children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services*

**Fiscal Impact:**

None

**Molly DesBaillets, MA**  
Executive Director

*Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the community to improve outcomes in children's health, safety and learning.*

P.O. Box 130 ♦ Mammoth Lakes, CA 93546  
760-924-7626 ♦ 760-934-8443 (fax) ♦ [mdesbaillets@monocoe.org](mailto:mdesbaillets@monocoe.org) [first5mono.org](http://first5mono.org)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 5, 2023

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Intergovernmental Transfer  
Agreement with California  
Department of Health Care Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed contract with California Department of Health Care Services (DHCS) pertaining to the Intergovernmental Transfer of Public Funds.

### RECOMMENDED ACTION:

Approve, and authorize Department Head, Robin Roberts to sign, contract with California Department of Health Care Services for Intergovernmental Transfer of Public Funds for the period July 1, 2023, through December 31, 2023.

### FISCAL IMPACT:

Based on historical claims data, Mono County Behavioral Health will use Mental Health Services Act funds to transfer \$10,492 to fund the portion for SMHS, and \$5,000 from 2011 Realignment to cover the portion for Drug Medi-Cal County (DMC). These funds will later be returned to the County through the monthly Medi-Cal claiming process as the County share amount.

**CONTACT NAME:** Jessica Workman

**PHONE/EMAIL:** 7609241742 / jworkman@mono.ca.gov

**SEND COPIES TO:**

jworkman@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report IGT Contracts](#)

[SMHS IGT Agreement Manual](#)

[DMC-County IGT Agreement Manual](#)

**History****Time**

8/30/2023 5:07 PM

8/30/2023 12:45 PM

8/30/2023 5:16 PM

**Who**

County Counsel

Finance

County Administrative Office

**Approval**

Yes

Yes

Yes





**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

---

**COUNTY OF MONO**

---

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

**TO:** Mono County Board of Supervisors

**FROM:** Robin Roberts, Mono County Behavioral Health, Director

**DATE:** September 5, 2023

**SUBJECT:**

Intergovernmental agreement with the California Department of Health Care Services (DHCS) regarding the transfer of public funds.

**DISCUSSION:**

As part of the California Advancing and Innovating Medi-Cal (CalAIM) initiative DHCS has implemented a reimbursement rate methodology using Intergovernmental transfer (IGT) funds for the county share of payments. This replaces the Certified Public Expenditures (CPE) method and will eliminate the Cost and Audit settlements. The new process moves away from cost reporting, which takes years to settle, and will have a quicker reconciliation process between the County and DHCS.

This item includes two separate agreements, Specialty Mental Health Services (SMHS) and Drug Medi-cal (DMC). The two agreements attached to this item set up the guidelines for the County Fund Account (CFA) and the transfers between DHCS and the County. The transfers will be monthly, and the amounts will vary based on what we bill to Medi-Cal. The initial transfer will be used to fund the CFA. The state will hold these funds and use them for the County match portion of our Medi-Cal billing.

**SUBMITTED BY:**

Jessica Workman, Mono County Behavioral Health Staff Services Manager, Contact:  
760.924.1742

**INTERGOVERNMENTAL AGREEMENT REGARDING  
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the COUNTY OF MONO (“Governmental Funding Entity”) with respect to the matters set forth below.

The parties agree as follows:

**AGREEMENT**

1. Transfer of Public Funds.

1.1. For the county nonfederal share of Medi-Cal payments for specialty mental health services furnished through the Governmental Funding Entity’s specialty mental health delivery system, and consistent with Welfare and Institutions Code 14184.403, the Governmental Funding Entity agrees to the transfer of public funds to DHCS for the service period of July 1, 2023 through December 31, 2026 (“Service Period”). The Governmental Funding Entity shall transfer the public funds in accordance with the terms and conditions of this Agreement, Welfare and Institutions Code 14164, and DHCS issued Behavioral Health Information Notices.

1.2. In any month in which the Specialty Mental Health County Funds Accounting (“CFA”) balance is less than the amount necessary to fund the county nonfederal share of approved claims in that claim file, the Governmental Funding Entity agrees to transfer funds in an amount necessary to fund the county non-federal share of approved claims. “CFA balance” is defined as the real time balance in the Governmental Funding Entity’s CFA account. DHCS will withhold payment of claims for any month triggering this provision until the necessary funds are received. Upon receipt of these funds, DHCS will credit the funds to the Governmental Funding Entity’s CFA and release the applicable claim file for payment.

1.3. The Governmental Funding Entity may transfer funds to DHCS to deposit into the Medi-Cal County Behavioral Health Fund at any time during the course of this Agreement through a wire transfer, Automated Clearing House, or physical check.

1.4. If, at the end of the Service Period, the CFA balance reflects an excess of funds transferred that was necessary to fund the county nonfederal share of approved claims with dates of service during the Service Period, DHCS agrees to return the unexpended funds to the Governmental Funding Entity. If mutually agreed to by the parties, amounts due to or owed by the Governmental Funding Entity may be offset against future transfers. Actual approved claims and the associated county nonfederal share amounts will be considered final [two years after] the end of the Service Period.

1.5. The Governmental Funding Entity certifies that any funds transferred pursuant to this Agreement qualify for federal financial participation pursuant to Section 433.51 of Title 42 of the Code of Federal Regulations, any other applicable federal Medicaid laws, and the CalAIM Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from federal healthcare programs to the extent that the program revenue is not obligated to the State as the source of funding.

1.6. The funds transferred pursuant to this Agreement represent a voluntary contribution to the non-federal share of Medi-Cal expenditures for purposes of all state and federal laws, including but not limited to Section 14184.403 of the Welfare and Institutions Code and 42 U.S.C. § 1396d(cc).

1.7. The Governmental Funding Entity agrees that failure to timely transfer funds in accordance with this Agreement constitutes a failure to perform functions of a program funded by the Behavioral Health Subaccount that may place federal Medicaid funds at risk such that DHCS may take the steps and issue the notifications set forth in Section 30027.10 of the California Government Code. In the event of a disallowance or deferral of federal funds related to the allowability of funds transferred pursuant to this Agreement, DHCS shall be held harmless from any such deferral or disallowance of federal funds, and associated federally-imposed interest if applicable. If, after conferring with the Governmental Funding Entity, DHCS determines that the disallowances and deferral cannot be cured through the provision of alternate public funds, the Governmental Funding Entity shall be responsible for refunding the federal portion of that disallowance or deferral to DHCS. DHCS shall recoup the dis- allowed federal funding already paid to the Governmental Funding Entity for such purpose. The Governmental Funding Entity shall retain the county nonfederal share of such recouped payments.

1.8. The Governmental Funding Entity must, in accordance with applicable federal regulations, maintain all documentation necessary to verify that the funds transferred meet the requirements of Section 1.5. This documentation must include any records required for Medi-Cal field audits.

2. County Funds Accounting Report

2.1. DHCS shall provide the Governmental Funding Entity a CFA report on the 15<sup>th</sup> of every month. The CFA report shall include information for the prior calendar month. The CFA report shall include the Governmental Funding Entity's starting CFA amount, which is the ending amount from the prior month, an itemized list of all transactions that increased and decreased the CFA aggregate amount during the reporting month, including but not limited to all approved claims and amounts transferred, as applicable, pursuant to this Agreement, the CFA ending amount based on the listed transactions, and the recommended amount the Government Funding Entity should transfer to meet the account threshold described in Section 1.2. Transaction details will include the transaction identifier or warrant number, the transaction date, a description of the transaction, the amount of the transaction, and the CFA balance after the transaction.

3. Authorized Use of Transferred Funds

3.1. DHCS shall exercise its authority under Section 14184.403 of the Welfare and Institutions Code to accept funds transferred by the Governmental Funding Entity pursuant to this Agreement as public funds, to use for the purpose set forth in Section 3.2.

3.2. The funds transferred by the Governmental Funding Entity pursuant to this Agreement shall be used exclusively to fund the county's nonfederal share of Medi-Cal payments associated with the provision of specialty mental health services Section 14184.403 of the Welfare and Institutions Code. The funds transferred that constitute the county nonfederal share, together with the applicable federal financial participation and State funds, shall be paid by DHCS to the specialty mental health delivery system associated with the Governmental Funding Entity, consistent with applicable state and federal requirements for the applicable service periods from July 1, 2023 through December 31, 2026, in accordance with Section 14184.403 of the Welfare and Institutions Code.

3.3. DHCS shall seek Federal Financial Participation for the Medi-Cal payments specified in Section 3.2 to the full extent permitted by federal law. The total intergovernmental transfer-funded payment amount, which includes the federal and nonfederal share, paid to a Medi-Cal behavioral health delivery system shall be for the support of behavioral health-related services and activities that benefit patients served by the Medi-Cal behavioral health delivery system, consistent with federal law. The specialty mental health system associated with the Governmental Funding Entity, that receives payments pursuant to Section 3.2, will retain 100% of those payments to use to meet the costs of furnishing such services and activities which may include the Governmental Funding Entity's payment to its subcontract providers. Nothing in this agreement shall be construed to direct the manner, including type or amount, in which the Specialty Mental Health System shall meet such costs.

4. Dispute Resolution Process.

4.1. In the event of a dispute arising under this Agreement, including but not limited to, disputes related to the CFA report, the Governmental Funding Entity must submit an appeal letter to DHCS. Such appeal letter must be submitted within 120calendar days of receipt of the CFA report or other relevant documentation. The dispute letter must set forth the relevant facts and explanation of the dispute.

4.2. Within 60 calendar days of receipt of the appeal letter, DHCS will issue a final decision to the Governmental Funding Entity. The 60-day time period may be extended if the Governmental Funding Entity and DHCS agree in writing on an extension of time to evaluate and resolve the dispute.

5. Amendments.

5.1. No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

5.2. The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 3 of this Agreement.

6. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email to the below stated contacts or in writing and delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the Governmental Funding Entity:

Insert Contact Info as identified by Funding Entity:  
Mono County Behavioral Health  
P.O. Box 2619  
Mammoth Lakes, CA 93546

With copies to:

Insert CC Info as identified by Funding Entity  
Mono County Treasurer – Tax Collector  
P.O. Box 495  
Bridgeport, CA 93517

To DHCS:

[NAME]  
California Department of Health Care Services Local Government Finance  
Division  
1501 Capitol Ave., MS 4413  
Sacramento, CA 95814 [EMAIL]

7. Other Provisions.



7.1. This Agreement contains the entire Agreement between the parties with respect to the County's nonfederal share of payments associated with the Governmental Funding Entity's specialty mental health delivery system that are voluntarily funded by the Governmental Funding Entity, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the Governmental Funding Entity and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

7.2. The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

7.3. Section 2 of this Agreement shall remain in effect for 15 months after the expiration or termination of this Agreement.

7.4. Nothing in this Agreement is intended to confer any rights or remedies on any third party, any third party provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

7.5. Time is of the essence in this Agreement.

7.6. Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7.7. For purposes of this Agreement, “approved claims” shall mean Specialty Mental Health claims submitted to the Short-Doyle Medi-Cal claiming system submitted by and approved for payment to the Governmental Funding Entity.

8. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS’ powers, authorities, and duties under Federal and State law and regulations.

9. Approval. This Agreement is of no force and effect until signed by the parties.

10. Term. This Agreement shall be effective as of July 1, 2023 and shall expire as of December 31, 2026 unless terminated earlier by mutual agreement of the parties.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE COUNTY OF MONO:

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

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

(Funding Entity Signer)

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

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

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

[DHCS SIGNATORY]

4876-8854-2045.2

**INTERGOVERNMENTAL AGREEMENT REGARDING  
TRANSFER OF PUBLIC FUNDS**

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The parties agree as follows:

**AGREEMENT**

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1.1. For the county nonfederal share of Medi-Cal payments for Drug Medi-Cal services furnished through the Governmental Funding Entity’s Drug Medi-Cal County (DMC) delivery system, and consistent with Welfare and Institutions Code 14184.403, the Governmental Funding Entity agrees to the transfer of public funds to DHCS for the service period of July 1, 2023 through December 31, 2026 (“Service Period”). The Governmental Funding Entity shall transfer the public funds in accordance with the terms and conditions of this Agreement, Welfare and Institutions Code 14164, and DHCS issued Behavioral Health Information Notices.

1.2. In any month in which the DMC County Funds Accounting (“CFA”) balance is less than the amount necessary to fund the county nonfederal share of approved claims in that claim file, the Governmental Funding Entity agrees to transfer funds in an amount necessary to fund the county non-federal share of approved claims. “CFA balance” is defined as the real time balance in the Governmental Funding Entity’s CFA account. DHCS will withhold payment of claims for any month triggering this provision until the necessary funds are received. Upon receipt of these funds, DHCS will credit the funds to the Governmental Funding Entity’s CFA and release the applicable claim file for payment.

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To the Governmental Funding Entity:

Insert Contact Info as identified by Funding Entity:  
Mono County Behavioral Health  
P.O. Box 2619  
Mammoth Lakes, CA 93546

With copies to:  
Insert CC Info as identified by Funding Entity  
Mono County Treasurer – Tax Collector  
P.O. Box 495  
Bridgeport, CA 93517

To DHCS:

[NAME]  
California Department of Health Care Services Local Government Finance  
Division  
1501 Capitol Ave., MS 4413  
Sacramento, CA 95814 [EMAIL]

7. Other Provisions.

7.1. This Agreement contains the entire Agreement between the parties with respect to the County's nonfederal share of payments associated with the Governmental Funding Entity's Medi-Cal behavioral health delivery system that are voluntarily funded by the Governmental Funding Entity, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the Governmental Funding Entity and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

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10. Term. This Agreement shall be effective as of July 1, 2023 and shall expire as of December 31, 2026 unless terminated earlier by mutual agreement of the parties.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE COUNTY OF MONO:

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

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

(Funding Entity Signer)

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

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

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

[DHCS SIGNATORY]

4876-8854-2045.2



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: Public Works - Recreation**

**TIME REQUIRED**

**SUBJECT** Eastern Sierra Sustainable  
Recreation Partnership

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed Memorandum of Understanding (MOU) with various regional recreation partners and land managers pertaining to facilitating and enhancing recreation within the Eastern Sierra.

**RECOMMENDED ACTION:**

Approve and authorize County Administrative Officer to sign the MOU with various regional recreation partners and land managers for a period until the MOU is terminated by the parties.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Marcella Rose

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

**SEND COPIES TO:**

Marcella Rose; Mary Booher; Sandra Moberly

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report_ESSRP MOU</a>
<a href="#">ESSRP MOU</a>

**History**

Time	Who	Approval
8/21/2023 3:41 PM	County Counsel	Yes

8/30/2023 10:04 AM

Finance

Yes

8/30/2023 11:59 AM

County Administrative Office

Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

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

Date: 17 August 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Marcella Rose, Sustainable Recreation Coordinator

Re: Eastern Sierra Sustainable Recreation Partnership (ESSRP)

### **Recommended Action**

Authorize the CAO to sign the MOU with various regional recreation partners and land managers to facilitate and enhance recreation in the Eastern Sierra.

### **Fiscal Impact:**

None – this is a non-monetary MOU.

### **Discussion:**

The Eastern Sierra Sustainable Recreation Partnership (ESSRP) is a unique partnership formed to encourage collaboration among local Eastern Sierra governments, state agencies, federal agencies, other public entities and sovereign tribes. The MOU presented will bind the participants of the Eastern Sierra Sustainable Recreation Partnership (ESSRP) in an agreement to share information and to collaborate across jurisdictions on sustainable outdoor recreation issues and opportunities of interest to the Eastern Sierra Region.

If you have any questions about this item, please call me at (760)616-4953, or email me at [mrose@mono.ca.gov](mailto:mrose@mono.ca.gov). Thank you.

Respectfully submitted,

A handwritten signature in cursive script that reads "Marcella Rose".

Marcella Rose  
Sustainable Recreation Coordinator, Mono County



## ESSRP MOU

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the PARTIES who have executed this MOU. Each entity who executes this MOU as shown in Attachment A is a "PARTY" to this MOU and all such entities are considered "PARTIES" to this MOU.

### BACKGROUND

- A. The Eastern Sierra Sustainable Recreation Partnership (ESSRP) is a unique partnership formed to encourage collaboration among local Eastern Sierra governments, state agencies, federal agencies, other public entities and sovereign tribes. Current and potential future participants in the ESSRP include but are not limited to: the City of Bishop and the Town of Mammoth Lakes, California municipal corporations; the Los Angeles Department of Water and Power, a municipal utility; the Counties of Alpine, Inyo, and Mono, political subdivisions of the State of California; the California Department of Transportation (Caltrans) and the California Department of Parks and Recreation, departments within the State of California; the Eastern Sierra Council of Governments (ESCOG), a California joint powers authority; and the National Park Service (NPS) at Death Valley National Park, Sequoia & Kings Canyon National Parks, Yosemite National Park, Devils Postpile National Monument, Manzanar National Historic Site, the Bureau of Land Management (BLM) Bishop Field Office, and the United States Forest Service (USFS) at Inyo National Forest and Humboldt-Toiyabe National Forest, federal agencies.
- B. On July 18, 2017, the Mono County Board of Supervisors and the Mammoth Lakes Town Council held a joint meeting to initiate the ESSRP.
- C. On July 19, 2018, the Town of Mammoth Lakes, Mono County, USFS Inyo National Forest, and USFS Humboldt-Toiyabe National Forest entered into a Non-Funded Challenge Cost Share Agreement (Cost Sharing Agreement). The Cost Sharing Agreement sets forth the ESSRP goals, including the creation of healthy forests and watersheds, fire-safe communities, and sustainable local economies. The Cost Sharing Agreement intends to reduce duplication of efforts and harness the expertise of employees of all parties thereto, as well as maximize cash and non-cash contributions leading to joint accomplishment of work. This MOU intends to extend the understanding between the four parties to the Cost Sharing Agreement to all of the ESSRP PARTIES.
- D. On August 20, 2019, Alpine County voted to join the ESSRP, on September 9, 2019, the City of Bishop voted to join the ESSRP, and on October 8, 2019, Inyo County voted to join the ESSRP.
- E. The BLM, Caltrans, Los Angeles Department of Water and Power, and the National Park Service have also been actively engaged in the ESSRP partnership.
- F. The ESSRP has formed an ESSRP subcommittee to conduct tribal outreach and coordination.
- G. PARTIES intend to memorialize their agreement and intentions with this MOU.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the PARTIES agree as follows:

## AGREEMENT

### 1. PURPOSE

- 1.1 Environmentally sustainable recreation in the Eastern Sierra. The purpose of this MOU is to document the PARTIES' desire to work cooperatively on mutually beneficial plans, programs, and projects that improve public services, infrastructure, and natural and cultural resources in the Counties of Alpine, Inyo, and Mono (Eastern Sierra). The PARTIES intend to: design, plan, implement, and promote projects to improve and maintain recreational opportunities in an environmentally sustainable manner; restore ecosystems to their natural resiliency and functions; cooperatively perform projects, maximize resources, reduce redundancies; increase transparency between and with stakeholders; improve programs, public services, infrastructure and support sustainable management of natural resources and the protection of cultural resources; implement a sustainable recreation program and infrastructure; and create fire-safe communities.
- 1.2 Opportunities. The PARTIES intend to establish their mutual goals, purposes, and opportunities so PARTIES can share resources, staff, and otherwise work together to improve recreation and preservation in the Eastern Sierra through grants and other funding sources.
- 1.3 Cost Sharing Agreement can terminate. The Cost Sharing Agreement is set to terminate June 30, 2023. The parties to that Cost Sharing Agreement are also anticipated to be PARTIES to this more broadly applicable MOU and may choose to terminate the Cost Sharing Agreement earlier upon the Effective Date of this MOU.
- 1.4 Potential Projects. PARTIES seek to coordinate and undertake projects in the Eastern Sierra, including but not limited to those identified through the ESSRP Priority Development described in the Cost Sharing Agreement, projects included in the ESCOG's Sustainable Recreation and Ecosystem Management Program (SREMP) established pursuant to ESCOG Resolution No. 20-03, and projects identified through the Sustainable Recreation and Tourism Initiative (SRTI) ESSRP Prospectus for Future Investments and SRTI Portfolio of Projects
- 1.5 Non-Exclusivity: This MOU is not exclusive; PARTIES remain able to enter into agreements with other entities, including with respect to projects on which PARTIES are engaged pursuant to this MOU, in ways that do not conflict with this MOU.

### 2. AGREEMENTS AND RESPONSIBILITIES

All PARTIES agree to undertake the following responsibilities in carrying out the objectives of this MOU:

- 2.1 Participation. Participate, to the extent feasible and consistent with PARTY resources and priorities, in regular ESSRP meetings, sharing pertinent information with the ESSRP Partnership, its workgroups, and individual members. Assist in and promote the achievement of the collective goals of the ESSRP. PARTIES may assign and/or change representatives to participate in ESSRP meetings, workgroups and projects on their behalf as needed.

- 2.2 Shared Resources. Share experience, expertise, and resources as a means of advancing the ESSRP's common interests and conduct activities collaboratively approved by the ESSRP.
- 2.3 Comply with Applicable Law. Comply with all applicable federal, state, or local laws applicable to any action or approval taken pursuant to this MOU.
- 2.3 Project Inventory. If any projects are permitted, authorized, or funded by a PARTY pursuant to this MOU, that PARTY shall maintain an inventory of work for regular review by all PARTIES that includes: title; location; funding; leads; status; and timelines.
- 2.4 Point of Contact. Designate an employee to serve as a single point of contact for this MOU, as shown in the Section 6.9 notice provisions below. PARTIES may change their point of contact as needed.
- 2.5 Assurance regarding Felony Conviction or Tax Delinquent Status for Corporate Entities. This MOU is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued in the Consolidated Appropriations Act, 2016, P.L. No. 114-113, Division E, Title VII, General Provisions Section 745 and 746 respectively regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this MOU, PARTIES acknowledge that they: 1) do not have a tax delinquency, meaning that they are not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that are not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) have not been convicted (or had an officer or agent acting on their behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the MOU, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If PARTIES fail to comply with these provisions, the USFS will annul this MOU and may recover any funds PARTIES have expended in violation of sections 433 and 434.
- 2.6 No Federal Employees. PARTIES except BLM, USFS, and NPS agree that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as PARTIES hereby willingly agree to assume these responsibilities. PARTIES shall provide any necessary training to their employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. PARTIES shall also supervise and direct the work of their employees, volunteers, and participants performing under this MOU.
- 2.7 Eligible Workers. PARTIES shall ensure that all employees complete the 1-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). PARTIES shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this MOU.
- 2.8 Nondiscrimination. PARTIES will not discriminate in programs and activities pursuant to this MOU on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental

status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program.

- 2.9 Access. PARTIES may be granted access to federal facilities and/or computer systems to accomplish work performed pursuant to this MOU, in accordance with individual agency policies and regulations. All PARTIES may be required to have individual background checks, complete mandatory security training, sign individual agreements, and sign applicable statements of responsibilities before being allowed access to networked federal computers and unescorted access to federal buildings. Notwithstanding the foregoing, nothing in this MOU requires any federal agency to grant any PARTY access to any federal facility or computer system; each federal PARTY shall decide, in accordance with individual agency policies and regulations, whether and under what conditions to grant such access.
- 2.10 Use for Government Property. To the extent the NPS, BLM and/or USFS furnish federal government property to other PARTIES for use related to this MOU, including but not limited to federal government vehicles, such PARTIES may only use such property for performing tasks assigned pursuant to this MOU. PARTIES shall not modify, cannibalize, or make alterations to such property. Property will be tracked in accordance with owner/agency policies. Each PARTY shall retain title to all of its furnished property.
- 2.11 Liability for Government Property. PARTIES shall take all reasonable actions necessary to protect property from further loss, damage, destruction, or theft. PARTIES shall separate the damaged and undamaged property and place all the affected property in the best possible order. PARTIES shall do nothing to prejudice a PARTY's rights to recover against third parties for any loss, damage, destruction, or theft of property. PARTIES shall not be liable for loss, damage, destruction, or theft of property furnished or acquired under this MOU, except when any one of the following applies:
- a. The risk is covered by insurance or a PARTY is otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of PARTY's managerial personnel. PARTY's managerial personnel, in this provision, means PARTY's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of PARTY's activities; all or substantially all of PARTY's operation at any one plant or separate location; or a separate and complete major industrial operation.
- 2.12 Particular Responsibilities of the ESCOG. The ESCOG will endeavor, upon approval and/or direction by its Board and the Boards of its four member agencies and with consideration of its available capacity, to leverage its position as a regional entity to pursue funding opportunities that may not be accessible to other PARTIES whose jurisdiction is limited to one specific national park, national forest, city, etc. ESCOG will also attempt to pursue funding opportunities that are related to the SREMP or any future programs that may be authorized by the ESCOG Board and all member agencies.

### 3. ADDITIONAL COMMITMENTS BY PARTIES

In addition to the foregoing responsibilities undertaken by all PARTIES, the individual PARTIES may undertake additional commitments in furtherance of the ESSRP goals and the purposes of this MOU.

### 4. CONTENT REVIEW AND ACKNOWLEDGEMENTS

PARTIES will coordinate on any publications, electronic media, and other public content developed as a result of this MOU.

- 4.1 Acknowledgment. PARTIES will acknowledge other PARTIES' support in any publications, audio, visual, and electronic media developed as a result of this MOU.
- 4.2 Permission. PARTIES will obtain written permission from other PARTIES for use of any logos and insignia and other intellectual property on any published materials and media, such as Web pages, printed publications, or audio, visual, or electronic production.
- 4.3 Review & Approval. PARTIES will submit materials that are intended for public distribution and that refer to other PARTIES, or to the ESSRP or associated agreements, to the other PARTIES for advance review and approval to ensure information is accurate, does not commit any PARTY to an inappropriate action or funding, and does not lead to false expectations or misrepresent another PARTY. Materials that require advance review and approval include, but are not limited to: Donation solicitation materials, website information, press releases, and brochures where the material references the relationship(s) to the ESSRP or other PARTIES.
  - a. Exemptions from Advance Review. Internal communications within the PARTIES are not subject to this review.
  - b. Standard Language. The PARTIES may develop standard language that does not require approval beyond the initial approval.
  - c. Time for Review. Where standard language has not been developed, the PARTIES will use best efforts to review, approve, or deny approval for materials subject to this Section 4.3 within 10 business days of receipt. If any PARTY fails to review, approve or deny approval for such materials within 10 business days of receipt, such failure shall not prevent the public distribution of the proposed materials, provided that such PARTY shall not be specifically identified in the materials distributed.

### 5. PUBLIC RECORDS & RETENTION

- 5.1 Public Records. PARTIES acknowledge that records shared with other PARTIES pursuant to this MOU may be subject to disclosure by another PARTY pursuant to the federal Freedom of Information Act (FOIA), California Public Records Act (PRA), or local public records laws. Tribal or culturally sensitive information, and other records, may be exempt pursuant to the applicable law.
- 5.2 Retention. PARTIES shall retain all records pertinent to this MOU for a period of no less than 3 years from the expiration or termination date of the MOU. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or

format. PARTIES shall provide each other access and the right to examine all records related to this MOU. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

## 6. TERMS

- 6.1 Non-Binding. The PARTIES agree to work in good faith to fulfill the objectives of this MOU. Nothing in this MOU will be construed as obligating a PARTY to expend funds or create any legally binding or enforceable obligations on the part of any PARTY collaborating in the ESSRP.
- 6.2 Modifications. Modifications to this MOU must be made by mutual consent of the PARTIES by the issuance of a written modification signed and dated by all PARTIES. Requests for modification should be made in writing at least 30 days prior to the implementation of the requested change and become effective upon the last signature by any PARTY.
- 6.3 Entire Agreement. This MOU constitutes the entire understanding among the PARTIES with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the PARTIES with respect to the subject matter hereof, whether oral or written.
- 6.4 Effective Date. This MOU shall become effective as of the date that Town of Mammoth Lakes, Mono County, USFS Inyo National Forest and USFS Humboldt-Toiyabe National Forest have all executed this MOU. Additional PARTIES may join the MOU before or after the Effective Date in accordance with Section 6.10.
- 6.5 Termination. This MOU has no set termination date. Any PARTY may resign from this MOU without cause by providing at least 30 days written notice to the other PARTIES. PARTIES may terminate this MOU by written agreement of all PARTIES.
- 6.6 Non-Fiduciary Relationship. It is expressly understood and agreed that the PARTIES' obligations hereunder are not fiduciary in nature.
- 6.7 Counterparts. This MOU may be executed simultaneously or in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 6.8 Authority. The PARTIES warrant and represent that they have the power and authority to enter into this MOU and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this MOU have been fully complied with.

- 6.9 Notices. All notices shall be sent to each PARTY Point of Contact identified in Attachment A hereto. Any Party may change its Point of Contact by providing written notice of the same to the other PARTIES.
- 6.10 Additional PARTIES. Additional PARTIES may join this MOU by executing a signature page for inclusion in Attachment A.

**IN WITNESS WHEREOF**, this MOU has been entered into by and between the PARTIES set forth in Attachment A hereto.

ATTACHMENT A

Signature Pages for PARTIES

[This is a template page to be completed and executed by each PARTY]

[PARTY Name, a [entity type]]

Executed as of \_\_\_\_\_ [date].

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

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

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

ATTEST: [Delete if not required]

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

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

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

APPROVAL AS TO FORM: [delete if not required]

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

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

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

POINT OF CONTACT FOR ALL NOTICES:

[Name]

[Mailing Address]

[Email Address]

[Telephone]





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: County Administrative Office**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

**SUBJECT**

Letter Regarding Need for Immediate  
Action Related to Working Conditions  
at Bridgeport, California Post Office

**AGENDA DESCRIPTION:**

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

Letter describing the need for immediate action related to working conditions at Bridgeport, California Post Office

**RECOMMENDED ACTION:**

Authorize the Board Chair to sign on behalf of the Board.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Sandra Moberly

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">USPS Letter</a>
<a href="#">Photos</a>

**History**

Time	Who	Approval
8/30/2023 2:49 PM	County Counsel	Yes
8/30/2023 1:23 PM	Finance	Yes
8/30/2023 4:39 PM	County Administrative Office	Yes



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

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531

*Queenie Barnard, Clerk of the Board*

September 5, 2023

Roman Martinez IV  
Chairman, Board of Governors  
United States Postal Service

Consumer Advocate; USPS  
475 L'Enfant Plaza SW, Room 4131  
Washington, DC 20260-5601

Representative Kevin Kiley  
6538 Lonetree Blvd.  
Rocklin, CA 95765

**Re:   Need for Immediate Action Related to Working Conditions at Bridgeport,  
California Post Office**

Mr. Martinez, Hon. Kevin Kiley, and Office of the Consumer Advocate,

On behalf of the Mono County Board of Supervisors I write to ask for your assistance in addressing dangerous and unsafe working conditions at the Bridgeport branch of the U.S. Postal Service. The Bridgeport post office is an essential part of the Bridgeport community and provides services to both residents as well as the Mono County operations. This critical community function is at risk due to the damages suffered from the extreme weather events of winter 2023.

Mono County, including Bridgeport, was hit by severe snowstorms during the early months of 2023 resulting in local, state, and federal disaster declarations. The Bridgeport post office was shut down due to structural damage and broken pipes. During this period, the two Bridgeport post office employees were forced to work outside of the building in temperatures as low as 20 degrees Fahrenheit *below zero*.

Today, those two employees are still working outside of the building, but now under conditions of extreme summer heat, with inside temperatures reportedly reaching up to 110 degrees Fahrenheit, no water, and no restrooms. These two employees are sorting mail 8 hours per day inside a shipping container which the U.S. Postal Service provided upon closure of the

post office building. These conditions are inhumane and unacceptable. Winter is approaching again, and this Board is concerned about the lack of steps being taken to remedy the situation.

This Board implores the U.S. Postal Service to mandate that the landlord/building owner immediately commence repair of the damaged building or terminate the lease and find a replacement building in Bridgeport, to protect the health and safety of our dedicated postal employees. The Bridgeport post office is an essential service in our community, and it is not an option to remove postal services in the County seat of Mono County. Please direct any communication to the Mono County Administrative Officer, Sandra Moberly, [smoberly@mono.ca.gov](mailto:smoberly@mono.ca.gov), 760-932-5415. We look forward to your prompt response in addressing this ongoing crisis and finding ways to work together to solve it as quickly as possible.

Sincerely,

Rhonda Duggan  
Chair, Mono County Board of Supervisors

CC:

Anton G. Hajjar, Vice Chairman, Board of Governors  
Robert M. Duncan, Member, Board of Governors  
Derek Kan, Member, Board of Governors  
Amber F. McReynolds, Member, Board of Governors  
Donald L. Moak, Member, Board of Governors  
Ronald A. Stroman, Member, Board of Governors  
Daniel Tangherlini, Member, Board of Governors  
William D. Zollars, Member, Board of Governors  
Louis DeJoy, Postmaster General and Chief Executive Officer  
Mary Ann Simpson, Director, Western States USPS Office of Government Relations  
Andrew Jones, California Representative, USPS Office of Government Relations  
White House Office of Intergovernmental Affairs

Attachment – Photos of Temporary Bridgeport Post Office



Person getting mail at the temporary Bridgeport Post Office.



Temporary postal mail truck



Temporary Bridgeport post office. Mailboxes outside and unsecured.



Bridgeport Post Office Building with caution tape.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 5, 2023

**Departments: Eastern Sierra Council of Governments (ESCOG) Joint Powers Authority Agenda**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Elaine Kabala, ESCOG Executive Director

**SUBJECT** Application for the State of California, Caltrans, Reconnecting Communities: Highways to Boulevard Grant

### AGENDA DESCRIPTION:

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

Request that the Mono County Board of Supervisors consider an application for the State of California, Caltrans, Reconnecting Communities: Highways to Boulevard Grant (Cal RC:H2B Grant), Adopt a Resolution of the Board of Supervisors of Mono County Authorizing the Eastern Sierra Council of Governments to submit an application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant and Execute a Letter of Support for the Application.

### RECOMMENDED ACTION:

1. Adopt the proposed Resolution of the Board of Supervisors of Mono County Authorizing the Eastern Sierra Council of Governments to Submit an Application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant. 2. Execute a Letter of Support as a grant Co-Applicant for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant.

### FISCAL IMPACT:

No budget impacts are associated with the preparation of the grant application. Caltrans has generously provided staff to assist with writing and coordinating the application. If the grant is awarded, no matching funds from local jurisdictions is required.

**CONTACT NAME:** Danielle Patrick

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

[staff report](#)

[Resolution](#)

[Letter](#)

[Map](#)

[List](#)

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### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/28/2023 5:31 PM	County Counsel	Yes
8/30/2023 1:07 PM	Finance	Yes
8/30/2023 4:38 PM	County Administrative Office	Yes



**Eastern Sierra Council of Governments (ESCOG)  
Joint Powers Authority Agenda**

**Memorandum**

**To:** Mono County Board of Supervisors

**From:** ESCOG Joint Powers Authority

**Subject:** Consider Concept Application for the State of California, Caltrans, Reconnecting Communities: Highways to Boulevard Grant (Cal RC:H2B Grant) and Adopt a Resolution of the Board of Directors of the Eastern Sierra Council of Governments Authorizing the Executive Director to Submit and Application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant

**Meeting date:** September 5, 2023

**Prepared on:** August 22, 2023

**Attachments:** A) Resolution of the Board of Supervisors of Mono County, State of California, Authorizing the Eastern Sierra Council of Governments to Submit an Application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant\  
B) Letter of Support  
C) Project Area Map  
D) Existing Plan Inventory

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**BACKGROUND/HISTORY:**

At the August 18th ESCOG meeting, Caltrans requested the ESCOG serve as the lead application for the Highways-to-Boulevards Grant opportunity. The ESCOG Board approved a resolution authorizing staff to prepare an submit an application for grant funding on behalf of the region.

The H2B grant has \$149 million in available funds to be distributed across only three awards: one urban, one rural, and one corridor. The applications are due September 20, 2023. In order to apply, the ESCOG requires a resolution of authority from each of member agencies. If awarded, affected jurisdictions along the Highway 395 corridor would be partners to the project, which would include planning, design and engineering, and implementation. The County of Mono would be a co-applicant for the application, which would allow the County to independently implement projects.

Research by D9 and ESCOG staff, in consultation with Caltrans Reconnecting Communities Program, has led to the conclusion that the best course of action for the proposed partnership would be to apply for the Cal



RC:H2B Grant under the “Corridor” designation. As a Corridor applicant, if awarded a grant, the funds could be used on projects in different communities all along the 395 Corridor in both Mono and Inyo Counties. The grant guidelines specify that the project scope, schedule, and budget are not expected to be finalized as part of the application submission; rather, the grant application functions more as a call for proposals. If a grant is awarded, Caltrans will work with the partnering agencies to define the project scope, schedule, and budget.

From the grant guidelines: “An application will include the full projected lifecycle of a project(s) from concept to final completion, **but may not have defined scope, schedule, and budget for all phases at time of application.** A project may include multiple phases and components. The potential for concurrent or expedited delivery of project components or phase components may be considered, as determined prior to the start of each project phase.”

Project work is expected to be completed in 2026. The tight timeline, paired with the complexity of implementation across numerous partners and geographies will limit the ability to implement physical infrastructure: however, the grant presents an opportunity to move many of the larger visions of the communities on the 395 corridor from planning to “shovel ready” projects, which each jurisdiction and Caltrans can leverage to expedient implementation through other funding sources in the future.

Awarded funds can also be used as a match for the Federal Infrastructure Bill Highways to Boulevards program, allowing this opportunity to be a catalyst for larger project opportunities in the future.

### **Description of Proposed Project Scope:**

If a grant is awarded, the first phase is a mandated “Community Readiness” phase, in which all partners and Caltrans Headquarters would audit existing plans for project readiness. It is during this phase that the scope, schedule, and budget would be finalized. The outcomes and deliverables of the Community Readiness phase will be the preparation of a preliminary outline or vision of the projected future phases and components, including a draft financial plan, identification of community stakeholders/ partners and their role(s), and a plan to address the applicable Program Goals and efforts proposed in the application. A detailed scope, schedule, and budget will also be developed for the next phase of the project. Prior to initiating work on each phase, or a component of each phase, the awardee shall work with Caltrans to prepare a PSA that includes the scope, schedule, and budget.

The scope is broadly proposed as the following:

Phase 1: Consolidate already completed plans into a single corridor plan. Staff has been working with Caltrans and regional partners to develop a library of existing planning documents and previous visioning efforts.

- Confirm public support for the concepts proposed in past planning efforts. The ESCOG and its consultants will work with partner agencies to confirm the adopted plans are still relevant and desirable.
- Identify planning gaps for achieving the broader corridor vision. Several communities do not have plans in place documenting the communities’ concerns regarding Highway 395 and a vision to mitigate those concerns in their central business district. These communities include Independence, Big Pine, and some Tribal communities. (see Attachment C).
- Identify common themes for incremental project implementation. Analysis of existing plans has identified similar traffic calming solutions identified in each community, including standardized gateway signage for each community with a consistent Eastern Sierra branding, consistent speeds coming into communities, enhanced crosswalk visibility, streetscaping, and street trees.

Phase 2: Conduct planning studies for identified gaps. Several communities do not have individual downtown community or specific plans in place documenting the community’s vision. The ESCOG and its consultants

will work with partner agencies to develop a vision specific to the scope of this funding opportunity to address Main Street enhancements.

This phase can also be leveraged to implement identified next steps from other planning efforts if desired by the community in Phase 1 without committing to full design and engineering. For instance, the Bishop Area Access and Circulation Feasibility Study includes recommendations for an alternative truck route and improved City circulation which can be advanced by determining community support for a preferred alignment and conducting initial feasibility studies.

Phase 3: Prepare design / engineering for projects identified for near-term and long-term implementation. This phase will be informed by the Community Readiness Phase and Phase 1 to determine the status of existing planning projects, which can be implemented within the term of the grant funding, and which can move into design and engineering phases to become “shovel ready” projects.

Phase 4: Implement incremental projects. Projects that can be moved through design, engineering, and encroachment within the funding timeline may be advanced for implementation. Such projects may include the implementation of the 2010 Highway 395 Corridor Enhancement Project (gateway signage, the 2021 Sustainable Tourism and Recreation Initiative Scenic Byway Analysis, and streetscaping projects within each community.

Project implementation would occur through each partnering jurisdiction through encroachment permits from Caltrans. The infrastructure improvements would be owned and maintained by the implementing agency unless otherwise agreed upon.

If ESCOG and D9 are awarded Cal RC:H2B Grant funds, the moneys would be used to hire a consultant to refine and advance select ideas previously explored and identified in the many planning studies and bring them to a “shovel-ready” status. If the grant schedule allowed, it may even be possible to start construction on several of the projects. Also, even if this grant schedule does not allow us to fund the construction of projects, the monies would have brought several projects through final design, making them “shovel ready” and then eligible for construction grants through the Federally funded Reconnecting Community: Highways to Boulevard grant program which is also generously funded. Cal RC:H2B Grant funds could also be used as a match for the similarly named Federal program. Caltrans Headquarters and D9 staff will also help find funding sources to complete the projects that are initiated with the Cal RC:H2B Grant.

### **Conceptual Budget:**

As described, the H2B proposal does not require a finalized budget. The conceptual budget below is for consideration and is subject to change.

<b>Phase</b>	<b>Amount</b>
Phase 1	\$750k
Phase 2	\$1.5M
Phase 3	\$8M
Phase 4	\$30M
<b>Total</b>	<b>\$40.25M</b>

### **Lead Applicant / Co-Applicant / Partner Responsibilities:**

The ESCOG would serve as the lead application for the project and would be the primary grant administrator responsible for the program, hiring and managing contractors, and fiscal reporting. Caltrans and partner jurisdictions (such as Federal Tribes, Counties, and incorporated cities) would serve as co-applicants with implementation authority.

Applicant Type	Roles & Responsibility	Requirement
Lead Applicant	The primary grant administrator; in charge of the program and fiscal reporting.	<ul style="list-style-type: none"> <li>· There is only one lead applicant.</li> <li>· Must have an existing Master Agreement with DLA.</li> <li>· Must act as grant administrator, unless designate an implementing agency.</li> <li>· The Lead cannot be Caltrans.</li> </ul>
Co-Applicant(s)	An eligible applicant who is jointly involved in the submittal of program application. Multiple co-applicants are encouraged.	<ul style="list-style-type: none"> <li>· Must be an eligible applicant.</li> <li>· Must be Caltrans if project on SHS.</li> </ul>
Implementing Agency	Is the lead applicant or co-applicant who will carry out the implementation of work for a particular phase or project component.	<ul style="list-style-type: none"> <li>· Must be a Lead or Co-Applicant.</li> <li>· Must have an existing Master Agreement with DLA.</li> <li>· May vary per project phase.</li> </ul>
Partnering Organization(s)	Local agency, Tribal government, or other organizations with a history of providing community-based outreach or technical assistance who will provide value to the application.	<ul style="list-style-type: none"> <li>· May or may not be an eligible applicant.</li> <li>· Must submit proof of active partnership and partnership structure that identifies roles and responsibilities of each partner identified in the application.</li> </ul>

**Partner Agency Support and Concerns:**

ESCOG and Caltrans staff have met with Planning and Public Works Director and staff to discuss this opportunity. Each jurisdiction supported pursuing this considerable opportunity. Likewise, each jurisdiction supports the ESCOG providing capacity to support this regional project, and were enthusiastic about the opportunity to strengthen regional partnerships, collaboration with Caltrans, and advocacy for the Eastern Sierra to the State of California.

The following concerns were provided:

- All Planning and Public Works Departments have capacity constraints; however, each jurisdiction supported that the scope of the opportunity holds significant enough benefit to Eastern Sierra communities that is worth the risk to apply. Some departments expressed they would not have staff resources to do the work if it were awarded.
- Primary concern is making sure that whatever grant is pursued is not only feasible to deliver on, but also realistic. The coordination of nine communities as well as the Tribes, will be a challenge, especially given the timeframe for the grant funding. There is only 2.5 years from grant award notification to complete the project. Considering that it takes nearly 6 months to execute an agreement with Caltrans, and then possibly another several months to staff up, there may be less than 2 years to expend the funds. Right-sizing the scope of the project to ensure a successful (implementable) outcome is critical.
- The jurisdictions expressed skepticism of this new, innovative Caltrans grant structure.
- There are concerns regarding construction on Caltrans infrastructure and within their right-of-way. Obtaining an encroachment permit can be a lengthy process, and project oversight would strain

staff capacity. Infrastructure improvements would be owned by the implementing agency and would have ongoing maintenance costs.

**ALTERNATIVES:**

Do not attempt to apply for the grant. The Eastern Sierra Council of Governments requires the approval from each member agency to apply for this funding on behalf of the region. The ESCOG is the only regional authority that can apply on behalf of all member agency jurisdictions.

**BUDGET IMPACTS:**

No budget impacts are associated with the preparation of the grant application. Caltrans has generously provided staff to assist with writing and coordinating the application.

If the grant is awarded, there is no matching grant requirement nor is there a requirement to submit a budget to be considered for a grant award. Grants will be awarded based on need and the quality and completeness of the application. Budgets and grant scope will be established after the grant is awarded. Also, the unique nature of this grant program is set up with the understanding that small communities do not have the financial assets to lay out funds of this magnitude, even for a short period of time. The RC:H2B is a reimbursement program for eligible costs incurred to the designated implementing agency for each individual phase. Payments to contractors and consultants will be paid directly from funds from the State of California, through the co-applicant, Caltrans District 9 on behalf of the winning grantee. Staff salaries for those working directly on the project are an eligible expense.

**RECOMMENDATION:**

The ESCOG requests the Board of Supervisors:

- 1) Adopt a Resolution of the Board of Supervisors, County of Mono, State of California Authorizing the Eastern Sierra Council of Governments to Submit an Application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant and direct staff to secure a resolution from Member Agencies as appropriate.
- 2) Provide a letter of support as a co-applicant to the Highways-to-Boulevards grant.



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AUTHORIZING THE EASTERN SIERRA COUNCIL OF  
GOVERNMENTS TO SUBMIT AN APPLICATION FOR THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION RECONNECTING COMMUNITIES:  
HIGHWAYS TO BOULEVARDS GRANT**

**WHEREAS**, on January 7, 2020, the Eastern Sierra Council of Governments convened as an established Joint Powers Authority as ratified by the votes of the governing bodies of its individual Member Agencies, understanding that it is necessary and desirable for the Eastern Sierra Council of Governments as a Joint Powers Authority to speak and to function on behalf of the region and to collectively identify and deliver opportunities to benefit the interests of Member Agencies' constituents; and

**WHEREAS**, the Member Agencies agreed that the creation of a regional Joint Powers Authority that functions as a separate and discreet legal entity from individual Member Agencies would enable the Eastern Sierra Council of Governments to maximize and take advantage of opportunities for the region; and

**WHEREAS**, the Eastern Sierra Council of Governments Joint Powers Authority (ESCOG) was organized to identify and apply for funding resources and receive funding for the planning and implementation of programs of regional impact or significance, and to implement such programs upon approval of the governing bodies of each Member Agency; and

**WHEREAS**, the Board of Directors of the Eastern Sierra Council of Governments is an eligible applicant for the California Department of Transportation (Caltrans) Reconnecting Communities: Highways to Boulevards grant funding opportunity; and

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that: the Eastern Sierra Council of Governments is authorized to submit a Caltrans Reconnecting Communities: Highways to Boulevards grant on behalf of the Eastern Sierra Council of Governments.

**PASSED, APPROVED and ADOPTED** this 5<sup>th</sup> day of September 2023, by the following vote, to wit:

**AYES:**

**NOES:**

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**ABSENT:**

**ABSTAIN:**

/  
//  
///  
////

---

Rhonda Duggan, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

---

Clerk of the Board

---

County Counsel



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

---

## BOARD OF SUPERVISORS COUNTY OF MONO

---

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

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

*Queenie Barnard, Clerk of the Board*

September 5, 2023

Dear Highways to Boulevards Grant Selection Committee,

For 50+ years, U.S. Highway 395 in Mono and Inyo Counties has been engineered with singular goal of moving goods and traffic quickly and efficiently through the communities we call home. Sadly, this highway-oriented design focus has rarely considered the negative impacts that fast-moving passenger and freight highway traffic has on the communities U.S. 395 bisects. While Highway 395 serves as Main Street as it runs through the heart of our Eastern Sierra communities, its highway-focused design has been at the expense of pedestrian safety, alternative modes of transportation, and the overall livability of our communities. Highway 395 is a barrier between children and their schools, causes significant noise and air pollution, and makes properties along 395 undesirable for both commerce and residential uses alike.

For these reasons and more, the Mono County Board of Supervisors have joined the Eastern Sierra Council of Governments (ESCOG) and Caltrans District 9 (D9) as a co-applicant for the State of California Reconnecting Communities: Highways to Boulevards (RC:H2B) Grant as a “Corridor” applicant. Mono County has suffered the ill effects caused by freeway-style highway construction on U.S. 395 and endeavors through this opportunity to advance the visions of our communities for a safer and more vibrant downtown. We seek to improve conditions for all users of U.S. 395 and reconnect the communities that have been bisected by the U.S. 395. We anticipate that a project as a part of this grant could improve walkability and safety for all users while focusing on the unique needs of Eastern Sierra communities along U.S. 395.

This is a catalytic opportunity for our community and the Eastern Sierra region, and we are grateful for the opportunity to work with our communities to envision and design solutions to address their concerns. As a co-applicant, we are ready to commit our support (in-kind contributions, staff resources, project engagement) through to the end of the RC:H2B process should ESCOG, D9 and its co-applicants be awarded the grant. We believe this grant presents a rare opportunity to advance the vision of Eastern Sierra communities located on the U.S. 395 corridor to live in safe and beautiful neighborhoods, complete with vibrant and prosperous downtowns.

Sincerely,

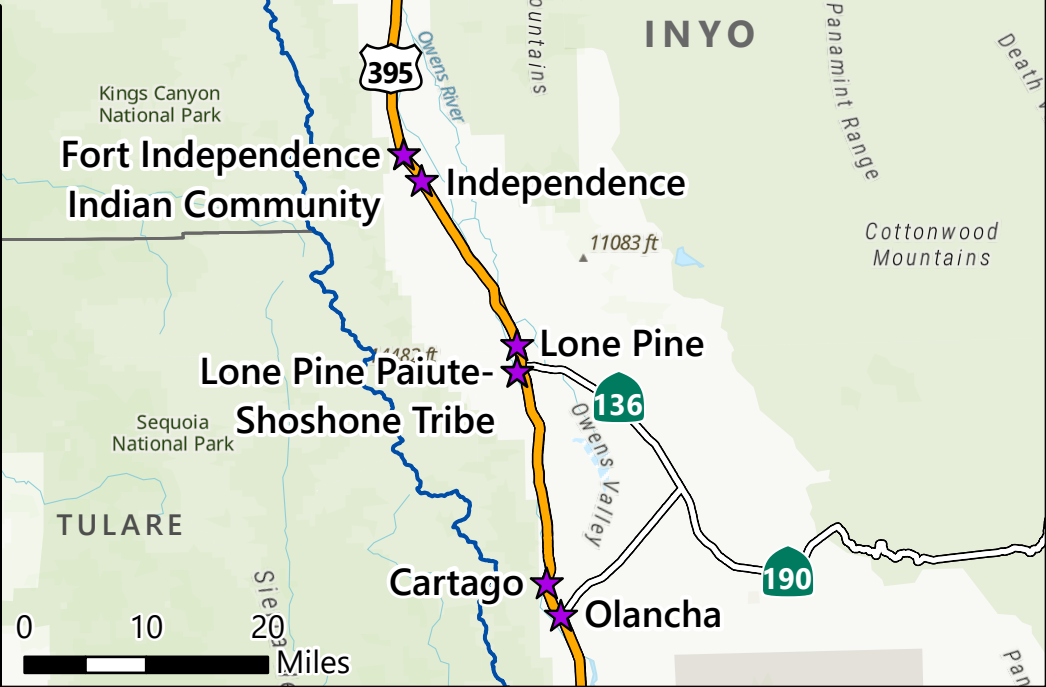
Rhonda Duggan  
Chair, Mono County Board of Supervisors



# Proposed RC:H2B Grant: Reclaiming US 395 Main Street Communities

**Grant Scope**

- ★ Community
- US 395





US 395 Corridor and Community Plans Studies

<b>Plans and Studies</b>	<b>Year</b>	<b>Agency</b>	<b>County</b>
Big Pine Paiute Clean Mobility Needs Assessment	2021	Big Pine Paiute Tribe	Inyo
Bishop Area Access and Circulation Feasibility Study	2007	City of Bishop, Inyo County	Inyo
Bishop Wye Road Feasibility Study	2009	Caltrans D09	Inyo
Bishop Paiute Tribal Transportation Planning Project	16/17	Bishop Paiute Tribe	Inyo
Bridgeport US 395 Main Street Plan	2013	Mono County	Mono
Caltrans District 09 Active Transportation Plan (CAT plan)	2021	Caltrans D09	InyoMonoEKern
Caltrans District 9 Origin-Destination Study 2019-2020	19/20	District 09 Caltrans	InyoMono
Character Inventory & Design Guidelines for Highway 395 Scenic Byway Corridor Communities, Mono County CA	2015	Mono County	Mono
City of Bishop Commercial Mixed-Use Overlay Zone	20/21	City of Bishop	Inyo
City of Bishop Commercial Mixed-Use Overlay Zone	19/20	City of Bishop, Inyo County	Inyo
Corridor Management Plan - Highway 395 Scenic Byway	2018	Mono County	Mono
Eastern Sierra Corridor Enhancement Plan	2010	Kern COG	InyoMonoEKern
Eastern Sierra Freight Study	2019	Caltrans D09	InyoMonoEKern
Eastern Sierra Transit Authority Electrification Feasibility Study	21/22	ESTA	Both?
Fort Independence Paiute Tribe: Tribal Transportation Safety Assessment (SafeTREC Report)	22/23	Fort Independence Paiute Tribe	Inyo
Lee Vining Rehab PPEC	2018	Mono County	Mono
Lone Pine PPEC project	2020	Inyo County	Inyo
Lone Pine Safety Evaluation	2005		Inyo
North Sierra Highway Sustainable Corridor Plan	15/16	Inyo County	Inyo
Olancho-Cartago Corridor Study	17/18	Inyo County	Inyo
The Inyo County Regional Transportation Plan	2019	Inyo County Local Transportation Commission	Inyo



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 5 minutes

**SUBJECT** Terms and Conditions of Employment  
– Assistant County Administrative  
Officer

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

---

### **AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Christine Bouchard as Assistant County Administrative Officer, and prescribing the compensation, appointment, and conditions of said employment.

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### **RECOMMENDED ACTION:**

Announce Fiscal Impact. Adopt proposed Resolution approving a contract with Christine Brouchard as Assistant County Administrative Officer, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### **FISCAL IMPACT:**

The estimated cost of this position for the remainder of the fiscal year is \$168,938, of which \$123,256 is salary and \$45,682 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$219,991, of which \$165,399 is salary and \$54,592 is benefits. This is included in the Department's FY 2023/24 preliminary and recommended budget.

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**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
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Employment Agreement Bouchard</a>

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/28/2023 5:29 PM	County Counsel	Yes
8/28/2023 3:03 PM	Finance	Yes
8/28/2023 10:29 PM	County Administrative Office	Yes



Date: September 5, 2023

**BOARD OF SUPERVISORS**

CHAIR  
Rhonda Duggan / District 2

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

To: Mono County Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Re: Appointment of Christine Bouchard as Assistant County Administrative Officer

**COUNTY DEPARTMENTS**

ASSESSOR  
Hon. Barry Beck

DISTRICT ATTORNEY  
Hon. David Anderson

SHERIFF / CORONER  
Hon. Ingrid Braun

ANIMAL SERVICES  
Chris Mokracek (Interim)

BEHAVIORAL HEALTH  
Robin Roberts

COMMUNITY DEVELOPMENT  
Wendy Sugimura

COUNTY CLERK-RECORDER  
Scheereen Dedman

COUNTY COUNSEL  
Stacey Simon, Esq.

ECONOMIC DEVELOPMENT  
Jeff Simpson

EMERGENCY MEDICAL SERVICES  
Bryan Bullock

FINANCE  
Janet Dutcher  
CPA, CGFM, MPA

INFORMATION TECHNOLOGY  
Milan Salva (Interim)

PROBATION  
Karin Humiston

PUBLIC HEALTH  
Kathy Peterson (Interim)

PUBLIC WORKS  
Paul Roten

SOCIAL SERVICES  
Kathy Peterson

**Strategic Plan Focus Areas Met**

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

**Discussion:**

The Assistant County Administrative Officer (ACAO) position has been vacant since the resignation of John Craig in the Fall 2022. The County contracted with Peckham and McKenney to conduct a recruitment for ACAO that ran one month behind their recruitment for CAO. After an extensive recruitment, an interview panel of Department Heads, and interviews with Sandra Moberly and Mary Booher, Christine Bouchard has been selected for the position.

Christine started her public sector career in 2006 where she grew up, in Calaveras County. Since then, she has served in a variety of progressively more responsible roles in San Joaquin County, Amador County, Monterey County, Santa Cruz County, and most recently as the Administrative Services Manager for the Santa Cruz Port District. She has extensive experience in project management, including working to maximize reimbursement from FEMA for disaster-related expenses. Christine and her husband are looking forward to moving to Mono County.

If this contract is approved today, Christine will start in this position effective October 2, 2023.



**RESOLUTION NO. R23-**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Employment Agreement of Christine Bouchard 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 Ms. Bouchard. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of September, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF CHRISTINE BOUCHARD --  
ASSISTANT COUNTY ADMINISTRATIVE OFFICER FOR MONO COUNTY**

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

**I. RECITALS**

The County Administrative Officer has offered Christine Bouchard hereinafter (“Ms. Bouchard”) the position of Assistant County Administrative Officer for Mono County in accordance with the terms and conditions set forth in this Agreement. Ms. Bouchard 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 by either party in accordance with this Agreement.
2. Commencing October 2, 2023, Ms. Bouchard shall be employed by Mono County as its Assistant County Administrator serving at the will and pleasure of the County Administrative Officer. Ms. Bouchard accepts such employment. The County Administrative Officer shall be deemed the “appointing authority” for all purposes with respect to Ms. Bouchard’s employment. The County Administrative Officer and Ms. Bouchard will work together to establish specific, measurable, achievable, and realistic performance goals for Ms. Bouchard’s work. Ms. Bouchard’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the County Administrative Officer in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Bouchard’s salary shall be initially set at Range 21, Step D of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Bouchard 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. Bouchard shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (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, prorated for 2023 to reflect Ms. Bouchard’s October 2, 2023, start date. Ms. Bouchard 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.
6. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Bouchard’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. Bouchard 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. Bouchard’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Bouchard 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. Bouchard 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. Bouchard’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. Bouchard’s employment, the County

Administrative Officer may terminate Ms. Bouchard'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. Bouchard 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 Administrative Officer may, in his or her discretion, take during Ms. Bouchard's employment.

10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Ms. Bouchard 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. Bouchard shall not be entitled to any severance pay in the event that the County Administrative Officer 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. Bouchard 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. Bouchard 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. Bouchard 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. Bouchard.
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. Bouchard'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. Bouchard'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. Bouchard 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. Bouchard is convicted of a crime involving abuse of



office or position.

14. Ms. Bouchard acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Bouchard 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 DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

### III. EXECUTION

This Agreement is executed by the parties this \_\_\_\_ day of September, 2023.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Christine Bouchard

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

APPROVED AS TO FORM:

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

**SUBJECT** Terms and Conditions of Employment  
- Information Technology Director

**AGENDA DESCRIPTION:**

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

Proposed resolution prescribing and approving the terms and conditions of employment for Michael Martinez as Information Technology Director.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Adopt proposed Resolution approving a terms and conditions of employment for Michael Martinez as Information Technology Director. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

The estimated cost of this position for the remainder of the fiscal year is \$155,783, of which \$111,798 is salary and \$43,985 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$202,338, of which \$150,023 is salary and \$52,315 is benefits. This is included in the Department's FY 2023/24 preliminary and recommended budget.

**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
<a href="#">staff report</a>
<a href="#">Resolution</a>
<a href="#">Employment Agreement Martinez</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/29/2023 10:57 AM	County Counsel	Yes
8/30/2023 12:58 PM	Finance	Yes
8/30/2023 4:39 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO  
Sandra Moberly

INTERIM ASSISTANT COUNTY  
ADMINISTRATIVE OFFICER  
COUNTY OF MONO  
Mary Booher

Date: September 5, 2023

**BOARD OF SUPERVISORS**

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

To: Mono County Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Re: Appointment of Michael Martinez as Information Technology Director

**COUNTY DEPARTMENTS**

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

**Strategic Plan Focus Areas Met**

A Thriving Economy     Safe and Healthy Communities

Sustainable Public Lands     Workforce & Operational Excellence

**Discussion:**

The Information Technology Director was vacated in 2022, when Nate Greenberg left for Inyo County. Milan Salva, Business Operations Manager, stepped in as Interim Director, and has served the County very well in that role. The County started a recruitment in April 2023, and considered several candidates which were vetted using interview panels as well as an in-person interview with Sandra Moberly and Mary Booher. After considering all candidates, Michael Martinez has been selected for the position.

Michael has spent a significant portion of his-public sector career in IT in Yolo County, with a break of 7 years to work for Environmental Systems Research Institute (ESRI), a Geographic Information Systems (GIS) platform. Michael has vacationed in Mono County for many years and looks forward to living here.

If this contract is approved today, Michael will start in this position effective October 2, 2023.



**RESOLUTION NO. R23-**

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

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

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

**PASSED AND ADOPTED** this 5<sup>th</sup> day of September, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF MICHAEL MARTINEZ -  
INFORMATION TECHNOLOGY DIRECTOR FOR MONO COUNTY**

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

**I. RECITALS**

The County Administrative Officer has offered Michael Martinez hereinafter (“Mr. Martinez”) the position of Information Technology Director for Mono County in accordance with the terms and conditions set forth in this Agreement. Mr. Martinez 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 by either party in accordance with this Agreement.
2. Commencing October 2, 2023, Mr. Martinez shall be employed by Mono County as its Information Technology Director, serving at the will and pleasure of the County Administrative Officer. Mr. Martinez accepts such employment. The County Administrative Officer shall be deemed the “appointing authority” for all purposes with respect to Mr. Martinez’s employment. The County Administrative Officer and Mr. Martinez will work together to establish specific, measurable, achievable, and realistic performance goals for Mr. Martinez’s work. Mr. Martinez’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the County Administrative Officer in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Martinez’s salary shall be initially set at Range 21, Step B of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Mr. Martinez understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees Pension Reform Act

of 2013 (PEPRA).

5. Mr. Martinez shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “*Management Benefits Policy*”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2023, to reflect Mr. Martinez’s October 2, 2023, start date. Mr. Martinez 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.
6. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Martinez’s full participation in applicable professional associations, for his 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, Mr. Martinez 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 Mr. Martinez’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Martinez understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Martinez cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Martinez’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
9. Consistent with the “at will” nature of Mr. Martinez’s employment, the County

Administrative Officer may terminate Mr. Martinez's employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Martinez understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Mr. Martinez's employment.

10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Mr. Martinez 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. Mr. Martinez shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline him 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. Mr. Martinez shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Martinez may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Martinez 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 Mr. Martinez.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Martinez's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Martinez's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Mr. Martinez shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Martinez is convicted of a crime involving abuse of office or position.



14. Mr. Martinez acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Martinez further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
15. For purposes of this Agreement a photocopy, facsimile, .pdf, and electronically scanned signatures, including but not limited DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

### **III. EXECUTION**

This Agreement is executed by the parties this \_\_\_\_ day of September, 2023.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Michael Martinez

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

APPROVED AS TO FORM:

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: District Attorney**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** David Anderson, District Attorney

**SUBJECT** Employment Agreement - Deputy District Attorney III

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Brad Braaten as Deputy District Attorney III, and prescribing the compensation, appointment, and conditions of said employment.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve proposed Resolution approving a contract with Brad Braaten as Deputy District Attorney III, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

The estimated cost of this position for the remainder of the fiscal year is \$146,539, of which \$106,161 is salary and \$40,377 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$178,885, of which \$129,595 is salary and \$49,290 is benefits. This is included in the Department's FY 2023/24 preliminary and recommended budget.

**CONTACT NAME:** David Anderson

**PHONE/EMAIL:** 7609241714 / danderson@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

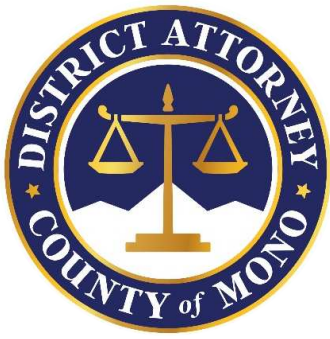
YES  NO

**ATTACHMENTS:**

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

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/23/2023 4:43 PM	County Counsel	Yes
8/21/2023 12:41 PM	Finance	Yes
8/24/2023 8:04 AM	County Administrative Office	Yes



# OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONO

**DAVID ANDERSON**  
District Attorney

---

TO: Honorable Board of Supervisors  
FROM: David Anderson, District Attorney  
DATE: September 5, 2023

**Time Needed:** 5 minutes for presentation and 5 minutes for discussion.

**Subject**

At-Will Contract with Brad Braaten for a Deputy District Attorney III position.

**Discussion**

In July 2023, the District Attorney's Office opened a recruitment for the Deputy District Attorney position. After a six-week recruitment, the position was offered and accepted on August 16, 2023 by Brad Braaten.

Mr. Braaten began his legal career as a Riverside County Deputy District Attorney in 2006. In 2014, Mr. Braaten came to Mono County and accepted a position in the District Attorney's Office as a Deputy District Attorney where he remained until 2020, when he accepted an offer to remain in Mono County as a contract Public Defender. Mr. Braaten has been an excellent attorney for the nearly ten years he has been practicing in Mono County and it is a pleasure to welcome him back to the District Attorney's Office.



**RESOLUTION NO. R23-**

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

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

**PASSED AND ADOPTED** this 5<sup>th</sup> day of September, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF BRAD BRAATEN  
AS DEPUTY DISTRICT ATTORNEY FOR MONO COUNTY**

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

**I. RECITALS**

The District Attorney has offered Brad Braaten hereinafter (“Mr. Braaten”) the position of Deputy District Attorney for Mono County in accordance with the terms and conditions set forth in this Agreement. Mr. Braaten wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence upon its execution by both parties and shall remain in effect unless or until terminated in accordance with this Agreement.
2. Commencing September 5, 2023, Mr. Braaten shall be employed by Mono County as its Deputy District Attorney, serving at the will and pleasure of the District Attorney. Mr. Braaten accepts such employment. The District Attorney shall be deemed the “appointing authority” for all purposes with respect to Mr. Braaten’s employment. The District Attorney and Mr. Braaten will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Braaten’s work. Mr. Braaten’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the District Attorney in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Braaten’s salary shall be initially set at Range 15, Step E of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Mr. Braaten understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

5. Mr. Braaten shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2023 to reflect Mr. Braaten’s September 5, 2023 start date. Mr. Braaten 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.
6. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Braaten’s full participation in applicable professional associations, for his 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, Mr. Braaten 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 Mr. Braaten’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Braaten understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Braaten cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Braaten’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
9. Consistent with the “at will” nature of Mr. Braaten’s employment, the District Attorney may terminate Mr. Braaten’s employment at any time during this Agreement, without

cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Braaten understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his or her discretion, take during Mr. Braaten’s employment.

10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Mr. Braaten 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. Mr. Braaten shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him 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. Mr. Braaten shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Braaten may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Braaten 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 Mr. Braaten.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Braaten’s employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Braaten’s sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Mr. Braaten shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Braaten is convicted of a crime involving abuse of office or position.



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

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

**III. EXECUTION**

This Agreement is executed by the parties this 5<sup>th</sup> day of September, 2023.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Brad Braaten

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

APPROVED AS TO FORM:

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: Public Works - Facilities**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Paul Roten, Public Works Director

**SUBJECT** Employment Agreement - Parks and Facilities Superintendent

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Karyn Spears as Parks and Facilities Superintendent, and prescribing the compensation, appointment, and conditions of said employment.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve proposed Resolution approving a contract with Karyn Spears as Parks and Facilities, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

The estimated cost of this position for the remainder of the fiscal year is \$111,751, of which \$71,854 is salary and \$39,897 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$130,315, of which \$87,715 is salary and \$42,600 is benefits. This is included in the Department's FY 2023/24 preliminary and recommended budget.

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** 7607090427 / proten@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/24/2023 9:33 AM	County Counsel	Yes
8/21/2023 12:37 PM	Finance	Yes
8/24/2023 3:40 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

September 05, 2023

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

**From:** Paul Roten, PW Director

**Re:** Staff Report - Employment Agreement with Karyn Spears as the Parks and Facilities Superintendent

**History:**

With the retirement of Jason Davenport earlier this year, there is a need to fill the vacancy.

**Discussion:**

Mono County received 5 applicants for this position. After interviews, Karyn Spears was selected as the successful candidate and offered the position. Karyn Spears will join this position with great interpersonal and professional skills. She brings experience with HVAC, Fire Systems, mechanical systems, electrical systems engineering and operation as well as troubleshooting. Karyn will be working out of the Bridgeport office.

Karyn presently works at Amazon in San Bernadino and is in charge of a team of 30 techs. She manages almost a million square feet of indoor space, over 100 HVAC units, along with outdoor landscape. We expect her to transition smoothly to our operations in Mono County.

We look forward to Karyn joining our team so we can work together to meet the needs of the County and its visitors.

If you have any questions regarding this item please contact Paul Roten at 760-709-0427, or [proten@mono.ca.gov](mailto:proten@mono.ca.gov)

Respectfully submitted,

---

Paul Roten, Public Works Director



**RESOLUTION NO. R23-**

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

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

**PASSED AND ADOPTED** this 5<sup>th</sup> day of September, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF KARYN SPEARS  
AS PARKS AND FACILITIES SUPERINTENDENT FOR MONO COUNTY**

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

**I. RECITALS**

The Director of Public Works has offered Karyn Spears hereinafter (“Ms. Spears”) the position of Parks and Facilities Superintendent for Mono County in accordance with the terms and conditions set forth in this Agreement. Ms. Spears 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 September 5, 2023, Ms. Spears shall be employed by Mono County as its Parks and Facilities Superintendent, serving at the will and pleasure of the Director of Public Works. Ms. Spears accepts such employment. The Director of Public Works shall be deemed the “appointing authority” for all purposes with respect to Ms. Spears’ employment. The Director of Public Works and Ms. Spears will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Spears’ work. Ms. Spears’ job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Public Works in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Spears’ salary shall be initially set at Range 11, Step A of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Spears’ 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. Spears shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (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, prorated for 2023 to reflect Ms. Spears’ September 5, 2023, start date. Ms. Spears 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.
6. To the extent deemed appropriate by the Director of Public Works, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Spears’ 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. Spears 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. Spears’ employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Spears 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. Spears 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. Spears’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. Spears’ employment, the Director of Public Works may terminate Ms. Spears’ 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. Spears 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 Director of Public Works may, in his or her discretion, take during Ms. Spears’ employment.

10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Ms. Spears 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. Spears shall not be entitled to any severance pay in the event that the Director of Public Works 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. Spears 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. Spears 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. Spears 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. Spears.
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. Spears’ 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. Spears’ 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. Spears 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. Spears is convicted of a crime involving abuse of office or position.



14. Ms. Spears acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Spears 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.

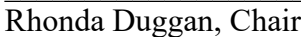
### III. EXECUTION

This Agreement is executed by the parties this 5<sup>th</sup> day of September, 2023.

EMPLOYEE

THE COUNTY OF MONO

  
Karyn Spears (Aug 25, 2023 14:47 PDT)  
Karyn Spears

  
Rhonda Duggan, Chair  
Board of Supervisors

APPROVED AS TO FORM:

  
Stacey Sirion (Aug 25, 2023 14:46 PDT)  
COUNTY COUNSEL



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

**SUBJECT** Revised Terms and Conditions of  
Employment – Budget Officer

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a revised employment agreement with Megan Chapman as Budget Officer which shall supersede and replace the employment agreement between the County of Mono and Megan Chapman entered into on or about August 9, 2022.

**RECOMMENDED ACTION:**

Adopt Resolution approving a revised employment agreement with Megan Chapman as Budget Officer, 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:**

No changes to the fiscal impact from the existing contract. The change reduces certain non-cash benefits included in the previous agreement.

**CONTACT NAME:** Mary Booher

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/29/2023 10:45 AM	County Counsel	Yes
8/30/2023 12:50 PM	Finance	Yes
8/30/2023 4:38 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO  
Sandra Moberly

INTERIM ASSISTANT COUNTY  
ADMINISTRATIVE OFFICER  
COUNTY OF MONO  
Mary Booher

September 5, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Interim Assistant County Administrative Officer

RE: Approval of Employment Agreement with Megan Chapman

**BOARD OF SUPERVISORS**

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Rhonda Duggan / District 2

VICE CHAIR  
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Bob Gardner / District 3  
Lynda Salcido / District 5  
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**COUNTY DEPARTMENTS**

ASSESSOR  
Hon. Barry Beck

DISTRICT ATTORNEY  
Hon. David Anderson

SHERIFF / CORONER  
Hon. Ingrid Braun

ANIMAL SERVICES  
Chris Mokracek (Interim)

BEHAVIORAL HEALTH  
Robin Roberts

COMMUNITY DEVELOPMENT  
Wendy Sugimura

COUNTY CLERK-RECORDER  
Scheereen Dedman

COUNTY COUNSEL  
Stacey Simon, Esq.

ECONOMIC DEVELOPMENT  
Jeff Simpson

EMERGENCY MEDICAL  
SERVICES  
Bryan Bullock

FINANCE  
Janet Dutcher  
CPA, CGFM, MPA

INFORMATION  
TECHNOLOGY  
Milan Salva (Interim)

PROBATION  
Karin Humiston

PUBLIC HEALTH  
Kathy Peterson (Interim)

PUBLIC WORKS  
Paul Roten

SOCIAL SERVICES  
Kathy Peterson

**Strategic Plan Focus Areas Met**

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

On August 9, 2022, the Board approved an Employment Agreement with Megan Chapman, as Budget Officer. The agreement had the following language:

“In subsequent years the CAO may, in his or her sole discretion, provide Ms. Chapman with additional hours of merit leave beyond the 80 hours provided in this Agreement and in the Management Benefits Policy.”

This language is inconsistent with existing policy, and as such creates additional administrative burden to administer, as well as different benefits for employees within the same at-will employment group. As such, staff recommends a new employment agreement with Ms. Chapman that removes this language. This has been discussed with Ms. Chapman and she agrees with this change.



**RESOLUTION NO. R23-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH MEGAN M. CHAPMAN  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Employment Agreement of Megan M. Chapman 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 Ms. Chapman. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of September, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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

## **EMPLOYMENT AGREEMENT OF MEGAN M. CHAPMAN AS BUDGET OFFICER FOR MONO COUNTY**

This Agreement is entered into by and between Megan M. Chapman and the County of Mono (hereinafter “County”).

### **I. RECITALS**

The County currently employs Megan M. Chapman (hereinafter “Ms. Chapman”) as its Budget Officer, in accordance with the terms and conditions of an employment agreement entered into on August 9, 2022, pursuant to Resolution R22-87 (the “2022 Agreement”). The County and Ms. Chapman wish to modify the terms of the 2022 Agreement through entry into this Agreement, and this Agreement shall supersede and replace the 2022 Agreement in its entirety.

### **II. AGREEMENT**

1. This Agreement shall commence September 5, 2023, and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. Ms. Chapman shall continue to be employed by Mono County as its Budget Officer, serving at the will and pleasure of the County Administrative Officer (“CAO”). Ms. Chapman accepts such employment. The CAO be deemed the “appointing authority” for all purposes with respect to Ms. Chapman’s employment. The CAO and Ms. Chapman will work together to establish specific, measurable, achievable, and realistic performance goals for Ms. Chapman’s work. Ms. Chapman’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the CAO in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Chapman’s salary shall be Range 17, Step C of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Chapman 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. Chapman shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (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. Chapman understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of the calendar year in which it is provided, or it is lost. Consistent with Ms. Chapman’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Chapman 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. Chapman’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. To the extent deemed appropriate by the CAO, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Chapman’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. Chapman 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. Chapman’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Chapman 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. Chapman 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. Chapman’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. Chapman’s employment, the CAO may terminate Ms. Chapman’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. Chapman 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 CAO may, in his or her discretion, take during Ms. Chapman’s employment.
  10. In the event of a termination without cause, Ms. Chapman 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. Chapman 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. 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. Chapman 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. Chapman 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. Chapman 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. Chapman.
  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. Chapman’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. Chapman’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. Ms. Chapman shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the
- 9.5.23 [M. Chapman]



County if Ms. Chapman is convicted of a crime involving abuse of office or position.

14. Ms. Chapman acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Chapman 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.

### **III. EXECUTION**

This Agreement is executed by the parties this 5<sup>th</sup> day of September 2023.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Megan M. Chapman

\_\_\_\_\_  
By: Rhonda Duggan, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

**SUBJECT** Amendment to Terms and Conditions  
of Employment - Risk  
Manager/Interim Chief People Officer

**AGENDA DESCRIPTION:**

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

Proposed resolution approving an amendment to the employment agreement of Jacob Sloane as Risk Manager for Mono County to recognize his temporary appointment as Interim Chief People Officer.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve amendment to employment agreement of Jacob Sloane as Risk Manager to memorialize his appointment as Interim Chief People Officer. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

This item increases costs for each pay cycle the additional duties are performed by an estimated \$2,114, of which \$1,841 is salary and \$273 is benefits. The annual cost of this position currently is \$157,246, of which \$117,546 is salary and \$39,700 is benefits.

**CONTACT NAME:** Stacey Simon

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/30/2023 4:42 PM	County Counsel	Yes
8/28/2023 3:22 PM	Finance	Yes
8/30/2023 5:16 PM	County Administrative Office	Yes



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

**BOARD OF SUPERVISORS**

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

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 Queenie Barnard  
**COUNTY COUNSEL**  
 Stacey Simon, Esq.  
**ECONOMIC DEVELOPMENT**  
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 CPA, CGFM, MPA  
**HEALTH AND HUMAN SERVICES**  
 Kathryn Peterson  
**INFORMATION TECHNOLOGY**  
 Milan Salva "Interim"  
**PROBATION**  
 Karin Humiston  
**PUBLIC WORKS**  
 Paul Roten

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: September 5, 2023

Re: Amendment to Terms and Conditions of Employment - Risk Manager/Interim Chief People Officer

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

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

**Discussion**

The Chief People Officer position is currently vacant and staff is working on a transition plan to ensure that we will continue to provide a high level of service for regular work and special projects within the Human Resource (HR) Department. Jay Sloane has served as the County Risk Officer for over five years and, over the course of his employment with the County, has worked closely with the Chief People Officer and previous HR Directors. Because Mr. Sloane has experience working at the County and within the HR Department, he has the experience and skill set needed to function in this interim role.

Over the next two months, Mr. Sloane will develop an HR transition plan which will assess the organizational and department needs to help inform the future recruitment of a new person to lead the HR functions for the County. The proposed resolution provides additional compensation to recognize the assumption of the role of Interim Chief People Officer. Mr. Sloane has reviewed the proposed contract amendment and is willing to assume the role of Interim Chief People Officer.



**RESOLUTION NO. R23-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING A SECOND AMENDMENT TO THE  
EMPLOYMENT AGREEMENT OF JACOB SLOANE  
AS RISK MANAGER FOR MONO COUNTY TO MEMORIALIZE  
HIS APPOINTMENT AS INTERIM CHIEF PEOPLE OFFICER**

**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 Second Amendment to the Employment Agreement of Jacob Sloane, 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 Mr. Sloane’s Employment Agreement, as amended, are hereby prescribed and shall govern the employment of Jacob Sloane. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of September, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:  
\_\_\_\_\_  
COUNTY COUNSEL

**SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT OF  
JACOB SLOANE AS RISK MANAGER FOR MONO COUNTY RECOGNIZING  
MR. SLOANE’S APPOINTMENT AS INTERIM CHIEF PEOPLE OFFICER**

This Second Amendment to the Employment Agreement entered into between Mr. Sloane and the County of Mono on or about October 12, 2021, and first amended on or about March 8, 2022, (hereinafter the “Agreement”) is entered into by and between Jacob Sloane (hereinafter “Mr. Sloane”) and the County of Mono (hereinafter “County”).

**I. RECITALS**

- A. Mr. Sloane is currently employed by Mono County as its Risk Manager. In March of 2022, the Board authorized additional pay of up to 10% of base salary to Mr. Sloane to compensate him for work he regularly performs on behalf of the County’s Human Resources division which is outside of the normal functions of the Risk Manager position. On June 16, 2022, the CAO authorized an increase of 5% above base salary under this directive, which additional pay remains in effect.
- B. The County has experienced a vacancy in the position of Chief People Officer and the County Administrative Officer has appointed Mr. Sloane to serve as Interim Chief People Officer.
- C. The Board now wishes to revise the terms and conditions of Mr. Sloane’s employment to recognize and compensate him for the assumption of additional duties commencing on August 28, 2023.

**II. AGREEMENT**

- 1. The following is added to Section 2 of the Agreement:

“Notwithstanding anything to the contrary contained in this Agreement, commencing on August 28, 2023, and until otherwise directed by the County Administrative Officer (CAO), Mr. Sloane shall perform the functions of Interim Chief People Officer, in addition to his existing functions as Risk Manager, for Mono County. In the event the CAO notifies Mr. Sloane that he will no longer perform the functions of Interim Chief People Officer, this Second Amendment shall automatically terminate and Mr. Sloane’s employment shall continue to be governed solely by the Agreement.”

- 2. The following is added to Section 3 of the Agreement:

“Notwithstanding anything to the contrary herein, commencing on August 28, 2023, and until such time as notification is given pursuant to paragraph 1 above, Mr. Sloane’s salary shall be Range 21, Step C, as set forth in the ***“Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions”***”

(Resolution R23-026 adopted on February 21, 2023). The additional 5% pay authorized for Mr. Sloane in June of 2022, pursuant to the First Amendment to his employment agreement shall be discontinued so long as this Second Amendment remains in effect.”

3. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

**III. EXECUTION:**

This Second Amendment is executed by the parties this 5<sup>th</sup> day of September, 2023.

EMPLOYEE

THE COUNTY OF MONO



---

Jacob Sloane

---

Rhonda Duggan, Chair  
Board of Supervisors

APPROVED AS TO FORM:



---

Stacey Simon (Aug 29, 2023 10:40 PDT)

COUNTY COUNSEL



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

**SUBJECT** Amendment to Terms and Conditions  
of Employment - Human Resources  
Generalist

**AGENDA DESCRIPTION:**

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

Proposed resolution approving an amendment to the employment agreement of Gail DuBlanc as Human Resources Generalist for Mono County to recognize the assumption of additional duties during transition in Human Resources.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve amendment to contract with Gail DuBlanc as Human Resources Generalist. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

This item increases costs for each biweekly pay cycle in which the additional duties are performed by an estimated \$167, of which \$150 is salary and \$17 is benefits. The annual cost of this position currently before the amendment is \$120,273, of which \$85,800 is salary and \$34,473 is benefits.

**CONTACT NAME:** Stacey Simon

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Amendment - DuBlanc</a>

History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/30/2023 4:42 PM	County Counsel	Yes
8/30/2023 1:15 PM	Finance	Yes
8/30/2023 5:15 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
 Sandra Moberly  
 PO Box 696  
 Bridgeport, CA 93517-0696  
 (760) 932-5410  
[smoberly@mono.ca.gov](mailto:smoberly@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

**BOARD OF SUPERVISORS**

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**COUNTY DEPARTMENTS**

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 CPA, CGFM, MPA  
**HEALTH AND HUMAN SERVICES**  
 Kathryn Peterson  
**INFORMATION TECHNOLOGY**  
 Milan Salva "Interim"  
**PROBATION**  
 Karin Humiston  
**PUBLIC WORKS**  
 Paul Roten

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: September 5, 2023

Re: Amendment to Terms and Conditions of Employment - Human Resources Generalist

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

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

**Discussion**

The Chief People Officer position is currently vacant and staff is working on a transition plan which includes Jay Sloane serving as Interim Chief People Officer. As a part of this transition, Gail DuBlanc will be providing support above and beyond her job description to assist in the proposed transition in Human Resources (HR). Ms. DuBlanc will assist Mr. Sloane in developing an HR transition plan which will assess the organizational and department needs which will help inform the future recruitment of a new person to lead the HR functions for the County. The proposed resolution provides additional compensation to recognize the assumption of additional duties during the transition in HR. Ms. DuBlanc has reviewed the proposed contract amendment and is willing to provide additional assistance during this transition.



**RESOLUTION NO. R23-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING FIRST AMENDMENT TO THE  
EMPLOYMENT AGREEMENT OF GAIL DuBLANC  
AS HUMAN RESOURCES GENERALIST FOR MONO COUNTY**

**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 First Amendment to the Employment Agreement of Gail DuBlanc, 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 Ms. DuBlanc’s Employment Agreement and the First Amendment shall govern the employment of Ms. DuBlanc. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of September, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:  
\_\_\_\_\_  
COUNTY COUNSEL

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT OF GAIL DuBLANC  
AS HUMAN RESOURCES GENERALIST FOR MONO COUNTY**

This First Amendment to the Employment Agreement entered into between Gail DuBlanc and the County of Mono on or about June 21, 2022, (hereinafter the “Employment Agreement”) is entered into by and between Gail DuBlanc (hereinafter “Ms. DuBlanc”) and the County of Mono (hereinafter “County”).

**I. RECITALS**

- A. Ms. DuBlanc is currently employed by Mono County as a Human Resources Generalist pursuant to the Employment Agreement.
- B. Ms. DuBlanc has, and will continue to, perform significant additional tasks in support of the County’s Human Resources division in response to transitions and staffing shortages. Accordingly, the County wishes to amend Ms. DuBlanc’s Employment Agreement to provide for a temporary increase in salary to reflect that additional work.

**II. AGREEMENT**

- 1. The Employment Agreement is hereby amended to add the following:

“Effective August 28, 2023, Ms. DuBlanc’s salary shall be temporarily increased by fifteen percent (15%) of base salary (which is Range 5, Step E) to reflect Ms. DuBlanc’s performance of additional duties on behalf of the County’s Human Resources division. This additional pay shall be in effect until a permanent Human Resources Division Head has been hired by Mono County and has completed thirty (30) days of work. Any prior agreement or arrangement regarding pay between Ms. DuBlanc and the County that is not memorialized in the Employment Agreement or this Amendment shall be null and void.”

- 2. All remaining provisions of the Employment Agreement not modified herein shall remain in full force and effect.

**III. EXECUTION:**

This First Amendment is executed by the parties this 5<sup>th</sup> day of September, 2023.

EMPLOYEE

*Gail DuBlanc*

Gail DuBlanc

THE COUNTY OF MONO

Rhonda Duggan, Chair  
Board of Supervisors

APPROVED AS TO FORM:

*Stacey Simon*  
Stacey Simon (Aug 30, 2023 09:56 PDT)

COUNTY COUNSEL



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 10 minutes

**SUBJECT** Amendments to and Termination of  
Contracts for Indigent Legal Defense  
Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer and Stacey  
Simon, County Counsel

**AGENDA DESCRIPTION:**

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

Proposed second amendment to contracts with Sophie Bidet, Inc., and Josh D. Hillemeier, Esq. pertaining to the provision of indigent defense services in Mono County and request for early termination of contract with Brad Braaten, Esq. for indigent defense services.

**RECOMMENDED ACTION:**

1. Approve, and authorize Chair to sign, contract amendments with Sophie Bidet, Inc., and Josh D. Hillemeier, Esq. for the provision of indigent defense services in Mono County to increase the amount of monthly compensation to reflect the assumption of additional caseload.
2. Authorize early termination of contract with Brad Braaten, Esq. for the provision of indigent defense services in Mono County.

**FISCAL IMPACT:**

There is no additional cost to the County. The amendments divide 75% of the monthly amount previously paid to Attorney Brad Braaten (\$16,065 X 75%), whose contract is proposed for termination, between the two attorneys who will remain under contract. 25% is reserved for conflict counsel necessitated by fewer attorneys overall providing defense services until the vacancy is filled.

**CONTACT NAME:** Stacey Simon

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Amendment (Bidet)</a>

<a href="#">Amendment (Hillemeier)</a>
<a href="#">Contract (Hillemier)</a>
<a href="#">Contract (Braaten)</a>
<a href="#">Contract (Hillemier)</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/23/2023 4:48 PM	County Counsel	Yes
8/29/2023 8:38 AM	Finance	Yes
8/30/2023 11:58 AM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
 Sandra Moberly  
 PO Box 696  
 Bridgeport, CA 93517-0696  
 (760) 932-5410  
[smoberly@mono.ca.gov](mailto:smoberly@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

**BOARD OF SUPERVISORS**

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

**COUNTY DEPARTMENTS**

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

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: September 5, 2023

Re: Amendment to and Termination of Contracts for Indigent Defense Services

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

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

**Discussion**

The District Attorney for Mono County recently held a recruitment to fill a vacancy in the position of Deputy District Attorney. The District Attorney has offered the position to one of the three private attorneys currently under contract with Mono County to provide indigent defense services – Brad Braaten, Esq. Mr. Braaten’s contract with the County to provide defense services is not set to expire until December 31, 2026. However, given Mr. Braaten’s desire to assume the vacant staff position in the District Attorney’s office, it is recommended that the Board approve the earlier termination of his services agreement.

To address the anticipated indigent defense contract vacancy, the County has issued a request for proposals (RFP) for attorneys interested in providing the services currently provided by Mr. Braaten, with a response deadline of September 8, 2023. While that process moves forward, the remaining two private attorneys providing indigent defense services under contract with the County, Sophie Bidet, Esq. and Josh Hillemeier, Esq., have agreed to assume any additional workload in exchange for a temporary increase in their contract fees. That amount, when combined, is equivalent to 75% of the fees formerly paid to Mr. Braaten. The remaining 25% would be reserved in the event of conflicts requiring the Court to appoint an outside attorney not under contract with the County.

It is recommended that the Board approve the proposed contract amendments with Attorneys Bidet and Hillemeier, which would remain in effect only until a third contract for indigent defense services is entered into pursuant to the RFP process, and that your Board authorize early termination of the contract for indigent defense services with Attorney Braaten, thereby enabling him to join the District Attorney’s staff.

**AGREEMENT AND SECOND AMENDMENT TO  
AGREEMENT BETWEEN THE COUNTY OF MONO AND  
THE LAW OFFICE OF SOPHIE C. BIDET, INC./ SOPHIE C. BIDET, ESQ.  
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

This Agreement and Second Amendment is entered into September 5, 2023 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and the Law Office of Sophie C. Bidet, Inc./Sophie C. Bidet, Esq. (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about December 21, 2021, and first amended on November 1, 2022, and pertaining to Contractor's provision of indigent defense services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

**WHEREAS**, the parties entered into the Contract for the purpose of Contractor providing indigent defense services as one of three contracted attorneys providing such services; and

**WHEREAS**, subsequently, one of the three contracted attorneys has accepted a position as a Deputy District Attorney, leaving only Contractor and one other attorney to handle the entirety of the indigent caseload in Mono County; and

**WHEREAS**, the County has issued a request for proposals (RFP) to identify a third contract attorney to replace the attorney who will no longer provide such services however, in the meantime, County and Contractor wish to memorialize the assignment of additional caseload to Contractor and provide additional compensation for such work;

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

1. Section 9.A ("**COMPENSATION AND METHOD OF PAYMENT**") of the Contract is hereby amended to add the following:

Commencing on September 5, 2023, for each month, or portion thereof, that Contractor assumes additional indigent defense caseload while the County seeks to contract with a third individual or firm to provide such services, Contractor shall be paid \$6,025 or pro-rated portion thereof.

2. All other provisions of the Contract not modified herein shall remain in full force and effect.

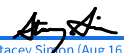
**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**

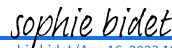
\_\_\_\_\_  
Rhonda Duggan, Chair  
Mono County Board of Supervisors

\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
Stacey Siryon (Aug 16, 2023 09:49 PDT)  
County Counsel

**CONTRACTOR:**

  
\_\_\_\_\_  
sophie bidet (Aug 16, 2023 10:13 PDT)  
Sophie C. Bidet, Esq.

Aug 16, 2023

\_\_\_\_\_  
Date



**AGREEMENT AND SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF MONO AND JOSH D. HILLEMEIER, ESQ.  
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

This Agreement and Second Amendment is entered into September 5, 2023 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Josh D. Hillemeier, Esq. (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about January 19, 2022, and first amended on November 1, 2022, and pertaining to Contractor's provision of indigent defense services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

**WHEREAS**, the parties entered into the Contract for the purpose of Contractor providing indigent defense services as one of three contracted attorneys providing such services; and

**WHEREAS**, subsequently, one of the three contracted attorneys has accepted a position as a Deputy District Attorney, leaving only Contractor and one other attorney to handle the entirety of the indigent caseload in Mono County; and

**WHEREAS**, the County has issued a request for proposals (RFP) to identify a third contract attorney to replace the attorney who will no longer provide such services however, in the meantime, County and Contractor wish to memorialize the assignment of additional caseload to Contractor and provide additional compensation for such work;

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

1. Section 9.A ("**COMPENSATION AND METHOD OF PAYMENT**") of the Contract is hereby amended to add the following:

Commencing on September 5, 2023, for each month, or portion thereof, that Contractor assumes additional indigent defense caseload while the County seeks to contract with a third individual or firm to provide such services, Contractor shall be paid \$6,025 or pro-rated portion thereof.

2. All other provisions of the Contract not modified herein shall remain in full force and effect.

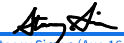
**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**


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

\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
Stacey Sirron (Aug 16, 2023 09:32 PDT)  
County Counsel

**CONTRACTOR:**

  
\_\_\_\_\_  
Josh D. Hillemeier, Esq.

Aug 16, 2023

\_\_\_\_\_  
Date

**CONTRACT BETWEEN THE COUNTY OF MONO  
AND JOSH D. HILLEMEIER, ESQ.,  
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, hereinafter referred to as “the County,” and Josh D. Hillemeier, Esq., as an individual, and referred to hereafter as “the Contractor,” agree to the provision of indigent defense services as outlined below. The County and the Contractor are sometimes referred to herein collectively as “the parties.”

**RECITALS**

- The County has a constitutionally mandated responsibility to provide indigent defense services.
- The County desires to have and agrees to pay for legal services performed for eligible persons entitled to public representation in Mono County by the Contractor, as authorized by law.
- The Contractor agrees that it will provide competent representation of clients as required by the controlling standards and rules of professional conduct.
- The County and the Contractor agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services, including the cost of administrative services, to eligible clients of the Contractor.

**TERMS AND CONDITIONS**

The parties AGREE as follows:

**1. DURATION OF CONTRACT**

This Contract shall commence on March 21, 2022 and terminate on March 20, 2024, unless extended or terminated earlier in a manner allowed by this Contract. The County may, in its sole discretion, extend the term of this Contract for an additional period of up to five years by providing notice to Contractor at least 90 days prior to the date of termination.

**2. DEFINITIONS**

The following definitions control the interpretation of this Contract:

A. Eligible Client:

Eligible client means a person who is or has been determined by the Superior Court of the State of California in and for the County of Mono (hereinafter “the Court”) to be entitled to a court-appointed attorney, pursuant to relevant state statute, court rule, and constitutional provision, and who is one of the following:

1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County (including sexually violent predators).
2. All minors charged with a violation of Welfare and Institutions Code Section 601 or 602.

3. All persons the Court has deemed indigent, and for whom a petition for the appointment of an LPS conservator has been filed.
4. All persons the Court has deemed indigent seeking writs or appeals to the Superior Court in the type of cases described in this contract.
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.
6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent and entitled to appointment of counsel in Welfare and Institutions Code Section 300 cases, and also any children who are the subject of such proceedings and who the Court has determined are entitled to appointed counsel. Note: under a separate Contract, the County currently receives compensation from the Courts for the provision of such legal services, and the County reserves the right to re-open and renegotiate the inclusion of such services in this Contract, and the compensation therefore, in the event that the courts ever refuse or cease to provide such compensation to the County.
8. All persons the Court has deemed indigent in probate or Lanterman-Petris Short Act (LPS Act) conservatorships and in which the Court appoints counsel.
9. All persons the Court has deemed indigent and subject to extradition.
10. All persons the Court has deemed indigent and subject to contempt.

B. Disposition:

1. Disposition in criminal cases means and/or includes:
  - a. The dismissal of charges
  - b. The entering of an order of deferred prosecution
  - c. An order or result requiring a new trial
  - d. Imposition of sentence
  - e. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review
  - f. A restitution hearing ordered at the time of original disposition
  - g. The filing of a notice of appeal, if applicable
2. Disposition in other cases means:

In Welfare and Institutions Code Section 300 juvenile cases, termination of the proceedings; in Section 601 or 602 cases, disposition, unless there is an order for removal; or an order following a disposition hearing; in revocation of probation, a dismissal, or imposition of sentence; in all other cases, an adjudication in the trial court which constitutes a final order or judgment, unless reversed on appeal.

C. Representational Services: The services for which the County is to pay the Contractor are representational services, including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.

D. Investigative Services: The services described in section 4.B.

E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of this Contract with the Contractor. These include expert witness fees, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees and documents produced through discovery by the County in Welfare and Institutions Code section 300 or 600 cases. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases, and for other expert attorney consultants as may be agreed upon between County and Contractor, is included in this category.

F. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

### **3. INDEPENDENT CONTRACTOR**

The Contractor is, for all purposes arising out of this Contract, an independent contractor, and neither the Contractor nor its employees shall be deemed employees of the County. The Contractor shall complete the requirements of this Contract according to the Contractor's own means and methods of work, which shall be in the exclusive charge and control of the Contractor and which shall not be subject to control or supervision by the County, except as specified herein.

### **4. SCOPE OF SERVICES**

A. Together with other indigent defense counsel under direct contract with County, Contractor, shall provide representational services to all eligible clients in Mono County trial court actions or proceedings.

B. Contractor may utilize the services of a licensed private investigator ("Investigator") under Business and Professions Code section 7520 and 7521, with whom the County has entered into a separate contract for services, or of any other Investigator upon appointment by the Court in a particular case. Investigator services shall be used in the context of any of the representational services covered by this Contract, including but not limited to securing evidence to be used before the Courts of Mono County. Investigators shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall Investigators be used for the purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an Investigator may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided Contractor assumes the cost.

**5. CONTRACTOR'S OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE**

- A. Contractor shall have physically separate offices from any other attorney under contract with County to provide indigent defense services. Contractor shall maintain an ethical and communications wall between Contractor and such attorney(s) about their respective cases, to maintain the confidences of clients.
- B. Contractor agrees not to accept compensation directly or indirectly from any source other than the County on cases assigned pursuant to this Contract.
- C. Contractor shall maintain the right to have private clients outside of this Contract; provided, however, that it shall structure its private practices in such a way as to avoid any conflicts with representational services provided pursuant to this Contract.
- D. Contractor further agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Contract. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Contract.
- E. Contractor agrees that it has secured or will secure at its own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Contract.

**6. MINIMUM QUALIFICATIONS FOR ATTORNEY PROVIDING INDIGENT DEFENSE SERVICES**

- A. Contractor shall be licensed to practice law in California (i.e., shall be an active member of the California State Bar), shall have been a practicing attorney in all of the courts of the State for at least the year preceding the date of appointment, and shall be in full compliance with any applicable mandatory continuing legal education (MCLE) requirements. Contractor will maintain for inspection on its premises records of Contractor compliance these requirements.
- B. Prior to representing a defendant accused of a homicide, Contractor must have served at least five years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in at least two felony cases that have been submitted to a jury.
- C. Prior to representing a defendant accused of a serious felony as defined by Penal Code section 1192.7, or of a violent felony as defined by Penal Code section 667.5, other than a homicide, Contractor must have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a

significant portion of the trial in at least two felony cases, that have been submitted to a jury.

D. Contractor representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6 and the standards established by the Judicial Council.

E. Contractor shall have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in at least two felony criminal cases that have been submitted to a jury alone or of record with other trial counsel.

F. Failure on the part of the Contractor to have or obtain the appropriate amount of experience shall be considered a material breach of this Contract.

## **7. PERFORMANCE REQUIREMENTS**

A. Contractor shall provide quality representational services to all eligible clients to whom the Contractor is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of Contractor as appointed by the Court shall be observed:

1. Provide careful, factual and legal investigation.
2. Take prompt action to protect client's legal rights.
3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.
4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
5. Know and explore sentencing alternatives.
6. Advise the client concerning appeals.
7. Not accept more cases than can be competently handled.
8. Not handle a legal matter which the Contractor knows or should know that it is not competent to handle.
9. Maintain client confidences.
10. Keep the client informed.
11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
12. Not accept a matter in which a conflict of interest exists of which it would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.

B. Except as provided herein, the Contractor shall maintain appropriate staff to adequately perform the work and services provided in this Contract and to address the needs of Contractor's clients. Contractor will be timely available for all Court appearances and meet all performance requirements of this Contract and of the Courts.

C. Contractor shall maintain adequate office space and hours in Mono County during normal business hours for appointments with potential eligible clients who are not in custody. Contractor shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. Contractor shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.

D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of Contractor appointment. Out of custody eligible clients may make an appointment with Contractor who shall make available an appointment at an office in Mono County within five business days of Contractor appointment. In all cases, Contractor shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.

E. Contractor shall keep all courts informed of the status of pending cases to which it has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.

F. Contractor shall adequately cover all courts within the County through which services are to be provided under this Contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the Contractor.

G. In the event that Contractor is unable to appear for any matter to which he or she has been appointed, then he or she shall arrange for other counsel to appear on his or her behalf, at no cost to the County.

## **8. CONTRACTOR EVALUATION**

At least annually during the term of this Contract, and any extension thereof, , the County Counsel, County Finance Director and County Administrative Officer shall meet with the Contractor and the Judges of the court to ensure that the performance standards set forth herein are being met. If upon said evaluations, or at any other time based on competent evidence, the County determines that the Contractor is failing to provide competent legal services or has engaged in conduct that, if Contractor were an employee of the County, would violate the Mono County Personnel System, the County may terminate this Contract as provided in section 15.

## **9. COMPENSATION AND METHOD OF PAYMENT**

A. For services provided under this contract, County shall pay Contractor \$15,000 per month for the period of March 21, 2022, through December 31, 2022. This amount shall be paid monthly within 15 days following the end of month in which services are provided and shall be increased by two percent (2%) on January 1, 2023 and again on January 1, 2024. In the event that this Contract is extended pursuant to section 1, annual increases shall continue to be 2%.

B. The compensation payable under section 9.A is the maximum amount which County must pay under this Contract, and Contractor shall assume and pay all other expenses incurred in the performance of this Contract or seek court order for payment of such amounts as Other Litigation Expenses. Contractor represents that Contractor is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this contract. The Contractor and County acknowledge that many factors outside the control of the parties can affect the ability of the Contractor to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Contract, changes may occur in the operations of the County's criminal justice system which may cause additional expense to Contractor. Notwithstanding any such changes, the Contractor agrees to the compensation set forth in this Contract for services to be rendered.

C. County shall receive all funds collected pursuant to Penal Code section 987.4, 987.6, and 987.8, Government Code section 27712, and any similar statute or Contract providing for reimbursement for the costs of legal services rendered under this Contract, and no portion of said funds inure for the benefit of Contractor or otherwise affect the amount specified to be paid to Contractor under this contract.

D. Other litigation expenses, as defined in section 2.E, shall be paid by County upon Contractor submitting a county claim form, to which shall be attached to an order of the Court fixing the expenses to be paid. Each claim shall include:

1. The name of the client and case number;
2. The date and time the services were provided, in 10<sup>th</sup> hour increments;
3. A description of the services provided on each date.

Any claim for which the above is not provided shall be deemed an insufficient claim.

E. Contractor shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials, services, and persons necessary to perform this Contract. Notwithstanding the foregoing, in complex and/or voluminous cases, Contractor may file a motion with the Court, with five (5) business days advanced notice to County, for payment by County of any of the above expenses, where such costs are expected to, or actually do, exceed those incurred in a typical case.

F. County has no obligation to withhold any taxes or other payments from the sums paid Contractor by County pursuant to this Contract. Payment of taxes as required by law is the sole responsibility of Contractor.



## 10. REPORTS AND INSPECTIONS

A. Contractor agrees to submit to the County the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the County withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section 14 (Corrective Action).

B. Contractor shall provide the County Administrative Officer (CAO) a quarterly report of services rendered by Contractor during the previous calendar quarter using the form attached to this Contract as Exhibit A and incorporated by this reference, or such other form as may be provided by County for these purposes. The report shall be submitted within ten working days after the end of each calendar quarter and shall include:

1. The number of cases to which Contractor has been appointed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
2. The number of open cases during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
3. The number of cases closed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
4. Disposition of cases during that quarter by the following categories: Pleas, trials, diversions, dismissals, and other.
5. The number of cases during that quarter in which Contractor has declared a conflict.

C. Bar Complaints: Contractor shall immediately notify the County in writing if the Contractor becomes aware that a complaint lodged with the State Bar Association has resulted in the public or private reproof, suspension, or disbarment of any attorney providing services under this Contract. In the event of a report of a private reproof, County shall maintain confidentiality of said report to the extent permitted by law.

D. Inspections: Contractor agrees to grant the County full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the County may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the Contractor shall provide to the County right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the Contractor in a way that allows access by the County without breaching such confidentiality or privilege. The Contractor agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the County agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this section, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The County will respect the attorney-client privilege and attorney work-product privilege.

## **11. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

A. Contractor shall prepare and maintain records sufficient to enable County and the courts to determine the cost of representing each person represented by Contractor, and Contractor shall provide the court with the total time of each case upon disposition or upon request of the court or the County.

B. Records shall be maintained for a period of five years after termination of this Contract unless permission to destroy them is granted by the County.

## **12. HOLD HARMLESS AND INDEMNIFICATION**

A. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Contractor or its employees or others by reason of the Contract. Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from Contractor's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the County's wrongful withholding of funds due under this Contract.

B. Contractor agrees that it is financially responsible and liable for and will repay the County for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the CONTRACTOR, its employees, representatives or agents.

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

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

Contractor shall not claim, and/or do hereby knowingly and voluntarily waive, any right to defense or indemnification by County as a County employee or officer.

## **13. INSURANCE**

Certificates of insurance and requested endorsements, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of

services to be performed by the Contractor. The policy/policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

A. Business Vehicle. If Contractor, or any employee or agent thereof, utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), the Contractor shall procure and maintain in force throughout the duration of this Contract, a business auto liability insurance policy with minimum coverage levels of \$250,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor -owned vehicles and all hired and non-owned vehicles used in performing under this Contract.

B. Workers' Compensation. (Mark applicable paragraph):

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.

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.

C. Professional Liability Insurance. Contractor shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by Contractor.

If professional liability coverage is written on a claims-made form:

1. The "retro Date" must be shown and must be before the date of the contract of the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

D. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by Mono County Risk Manager. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or the Contractor shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **14. CORRECTIVE ACTION**

If the CAO reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The CAO will notify the Contractor in writing of the nature of the breach.
2. The Contractor shall respond in writing within five working days of receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The CAO will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of the sufficiency of the Contractor's corrective action plan will be at the discretion of the CAO and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the Contractor does not concur with the determination, the Contractor may request a review of the decision by the Board of Supervisors. County agrees that it shall work with the Contractor to implement an appropriate corrective action plan accepted by the CAO or, if review has been requested, by the Board of Supervisors.

In the event that Contractor does not respond to the CAO's notification within the appropriate time, or the Contractor's corrective action plan for a substantial breach is determined by the CAO, following review by the Board of Supervisors if requested, to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to section 15 (Termination and Suspension.)

In addition, the County reserves the right to withhold a portion of subsequent payments owed the Contractor which are directly related to the breach of the Contract until the County is satisfied that corrective action has been taken or completed as described in section 9 (Compensation and Method of Payment.)

## **15. TERMINATION AND SUSPENSION**

- A. County may terminate this Contract in whole or in part upon 15 days written notice to the Contractor in the event that the Contractor under this contract:
1. Materially breaches any duty, obligation, or service required pursuant to this Contract;
  2. Engages in misappropriation of funds or misconduct as described in the Mono County Personnel System; or
  3. The duties, obligations, or services herein become illegal, or not feasible.

Before the County terminates this Contract pursuant to this section 15, the County shall provide the Contractor written notice of termination, which shall include the reasons for termination and the effective date of termination. The Contractor shall have the opportunity to submit a written response to the County within ten working days from the date of the County's notice. If the Contractor elects to submit a written response, the CAO will review the response and make a determination within ten days after receipt. In the event the Contractor does not concur with the determination of the CAO, the Contractor may request a review of the decision by the County Board of Supervisors. In the event the County Board of Supervisors reaffirms termination, the Contract shall terminate in ten days from the date of the final decision of the County Board of Supervisors. The Contract will remain in full force pending such termination. Contractor understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

B. Contractor reserves the right to terminate this Contract with cause with 15 days written notice should the County materially breach any duty, obligation or service pursuant to this Contract. Prior to such termination, Contractor shall provide County with written notice of the alleged breach and County shall have 30 days in which to cure the breach. In the event that the Contractor terminates this Contract for reasons other than good cause resulting from a material breach of this Contract by the County, the Contractor shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the CAO that (i) no default actually occurred, or (ii) the failure to perform was without the Contractor's control, fault or negligence.

C. County or Contractor may terminate this Contract at will and without cause by providing one hundred and eighty (180) days' written notice to the other party of the intent to terminate.

D. Following termination or suspension of this Contract, the Contractor shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the County will be liable for any payments owed for the completion of that work. The Contractor shall remit to the County any monies paid for cases not yet assigned or work not performed under the Contract. The CAO may request that the Contractor attempt to withdraw from any case assigned and not completed, and in that event, Contractor shall use best efforts to so withdraw. Should a court require, after the Contractor has attempted to withdraw, the appearance of counsel from the Contractor on

behalf of any client previously represented by the Contractor where such representation is no longer the obligation of the Contractor pursuant to the terms of this Contract, the County will honor payment to the Contractor upon judicial verification that continued representation is required.

E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Contractor shall return to the County those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Contractor by the County.

F. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension as provided in section 1.

G. The ability of the County to enter into this Contract 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 or is not appropriated, at any time during the term of this Contract County has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Upon receipt of such notice, Contractor may at its option terminate this Contract without incurring any penalty or breaching the Contract.

## **16. FINANCIAL RESPONSIBILITY**

The Contractor shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the Contractor, when not released within ten (10) business days, shall constitute a material breach of this Contract. Bankruptcy by the Contractor under this contract shall constitute a ground for termination of the Contract.

## **17. ASSIGNMENT/SUBCONTRACTING**

A. The Contractor shall not assign or subcontract any portion of this Contract without consent of the County. Any consent sought must be requested by the Contractor in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the Contractor under this Contract while he or she is on vacation or otherwise unavailable for limited periods of time. Any individuals entering into subcontract (with written approval of County) shall meet all experience requirements imposed by this Contract. County shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the Contractor under this contract.

B. The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the Contractor.

C. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the County. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Contract. The County shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the County reasonably deems to be not qualified. Upon request of the Contractor, the County shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

## **18. NOTICES**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and addressed as follows:

If to Contractor:  
Josh Hillemeier  
201 S. Warren Street  
Bishop, CA 93514  
joshhillemeier@gmail.com

If to County:  
County Administrative Officer  
PO Box 696  
Bridgeport, CA 93517  
rlawton@mono.ca.gov

With a copy to:  
Mono County Counsel  
PO Box 2415  
Mammoth Lakes, CA 93546  
ssimon@mono.ca.gov

## **19. TRANSFER OF CASES UPON TERMINATION OF CONTRACT**

Upon termination of this Contract pursuant to section 15 or upon expiration or, Contractor shall cooperate fully with the County and with such persons as may be designated by County to succeed Contractor in order to effect the orderly transition of legal services from Contractor to his or her successor. The cooperation specified in this section includes, but is not limited to, the releasing of such files, papers, and records in good order as may be required in order to carry out the provisions of this contract and any subsequent Contract with a successor Contractor and to ensure the continued adequate legal representation of persons eligible for services herein set forth.

## **20. NONDISCRIMINATION**

During the performance of this Contract, neither Contractor nor any party subcontracting with the Contractor under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or

the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this Contract, nor on any other basis prohibited by state or federal law in effect during this Contract.

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

## **21. CONFLICT OF INTEREST**

No officer, employee, or agent of the County, or the State of California, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or Contractor. If required by state law or by the County's own conflict of interest code, Contractor shall comply with said laws and code, including but not limited to filing any required statement of economic interests.

## **22. MISCELLANEOUS PROVISIONS**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. No other representations, covenants, undertakings or other prior or contemporaneous agreement, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto. The parties, and each of them, further acknowledge that they have not executed this Contract in reliance on any such promise, representation or warranty.

Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

The parties hereto, and each of them, acknowledge that this Contract is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this settlement agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Contract and of its legal effect.

The parties have jointly participated in the preparation and drafting of this Contract. Thus, any ambiguity therein shall not be construed in favor of or against either party.



**EXECUTION**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THROUGH THEIR AUTHORIZED REPRESENTATIVES THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF MONO**

**CONTRACTOR**

By: Robert C. Lewis

By: Josh Hillemeier  
Josh Hillemeier (Jan 19, 2022 07:19 PST)

Dated: Jan 19, 2022

Dated: Jan 19, 2022

APPROVED AS TO FORM:

Stacey Simon (Jan 18, 2022 11:25 PST)  
County Counsel

APPROVED BY RISK MANAGEMENT:

[Signature]

**CONTRACT BETWEEN THE COUNTY OF MONO  
AND BRAD BRAATEN, ESQ.  
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, hereinafter referred to as “the County,” and Brad Braaten, Esq., as an individual, and referred to hereafter as “the Contractor,” agree to the provision of indigent defense services as outlined below. The County and the Contractor are sometimes referred to herein collectively as “the parties.”

**RECITALS**

- The County has a constitutionally mandated responsibility to provide indigent defense services.
- The County desires to have and agrees to pay for legal services performed for eligible persons entitled to public representation in Mono County by the Contractor, as authorized by law.
- The Contractor agrees that it will provide competent representation of clients as required by the controlling standards and rules of professional conduct.
- The County and the Contractor agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services, including the cost of administrative services, to eligible clients of the Contractor.

**TERMS AND CONDITIONS**

The parties AGREE as follows:

**1. DURATION OF CONTRACT**

This Contract shall commence on January 1, 2022, and terminate on December 31, 2026, unless extended or terminated earlier in a manner allowed by this Contract. The County may, in its sole discretion, extend the term of this Contract for an additional period of up to five years by providing notice to Contractor at least 90 days prior to the date of termination.

**2. DEFINITIONS**

The following definitions control the interpretation of this Contract:

**A. Eligible Client:**

Eligible client means a person who is or has been determined by the Superior Court of the State of California in and for the County of Mono (hereinafter “the Court”) to be entitled to a court-appointed attorney, pursuant to relevant state statute, court rule, and constitutional provision, and who is one of the following:

1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County (including sexually violent predators).
2. All minors charged with a violation of Welfare and Institutions Code Section 601 or 602.

3. All persons the Court has deemed indigent, and for whom a petition for the appointment of an LPS conservator has been filed.
4. All persons the Court has deemed indigent seeking writs or appeals to the Superior Court in the type of cases described in this contract.
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.
6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent and entitled to appointment of counsel in Welfare and Institutions Code Section 300 cases, and also any children who are the subject of such proceedings and who the Court has determined are entitled to appointed counsel. Note: under a separate Contract, the County currently receives compensation from the Courts for the provision of such legal services, and the County reserves the right to re-open and renegotiate the inclusion of such services in this Contract, and the compensation therefore, in the event that the courts ever refuse or cease to provide such compensation to the County.
8. All persons the Court has deemed indigent in probate or Lanterman-Petris Short Act (LPS Act) conservatorships and in which the Court appoints counsel.
9. All persons the Court has deemed indigent and subject to extradition.
10. All persons the Court has deemed indigent and subject to contempt.

B. Disposition:

1. Disposition in criminal cases means and/or includes:
  - a. The dismissal of charges
  - b. The entering of an order of deferred prosecution
  - c. An order or result requiring a new trial
  - d. Imposition of sentence
  - e. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review
  - f. A restitution hearing ordered at the time of original disposition
  - g. The filing of a notice of appeal, if applicable
2. Disposition in other cases means:

In Welfare and Institutions Code Section 300 juvenile cases, termination of the proceedings; in Section 601 or 602 cases, disposition, unless there is an order for removal; or an order following a disposition hearing; in revocation of probation, a dismissal, or imposition of sentence; in all other cases, an adjudication in the trial court which constitutes a final order or judgment, unless reversed on appeal.

C. Representational Services: The services for which the County is to pay the Contractor are representational services, including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.

D. Investigative Services: The services described in section 4.B.

E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of this Contract with the Contractor. These include expert witness fees, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees and documents produced through discovery by the County in Welfare and Institutions Code section 300 or 600 cases. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases, and for other expert attorney consultants as may be agreed upon between County and Contractor, is included in this category.

F. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

### **3. INDEPENDENT CONTRACTOR**

The Contractor is, for all purposes arising out of this Contract, an independent contractor, and neither the Contractor nor its employees shall be deemed employees of the County. The Contractor shall complete the requirements of this Contract according to the Contractor's own means and methods of work, which shall be in the exclusive charge and control of the Contractor and which shall not be subject to control or supervision by the County, except as specified herein.

### **4. SCOPE OF SERVICES**

A. Together with other indigent defense counsel under direct contract with County, Contractor, shall provide representational services to all eligible clients in Mono County trial court actions or proceedings.

B. Contractor may utilize the services of a licensed private investigator ("Investigator") under Business and Professions Code section 7520 and 7521, with whom the County has entered into a separate contract for services, or of any other Investigator upon appointment by the Court in a particular case. Investigator services shall be used in the context of any of the representational services covered by this Contract, including but not limited to securing evidence to be used before the Courts of Mono County. Investigators shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall Investigators be used for the purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an Investigator may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided Contractor assumes the cost.

**5. CONTRACTOR'S OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE**

- A. Contractor shall have physically separate offices from any other attorney under contract with County to provide indigent defense services. Contractor shall maintain an ethical and communications wall between Contractor and such attorney(s) about their respective cases, to maintain the confidences of clients.
- B. Contractor agrees not to accept compensation directly or indirectly from any source other than the County on cases assigned pursuant to this Contract.
- C. Contractor shall maintain the right to have private clients outside of this Contract; provided, however, that it shall structure its private practices in such a way as to avoid any conflicts with representational services provided pursuant to this Contract.
- D. Contractor further agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Contract. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Contract.
- E. Contractor agrees that it has secured or will secure at its own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Contract.

**6. MINIMUM QUALIFICATIONS FOR ATTORNEY PROVIDING INDIGENT DEFENSE SERVICES**

- A. Contractor shall be licensed to practice law in California (i.e., shall be an active member of the California State Bar), shall have been a practicing attorney in all of the courts of the State for at least the year preceding the date of appointment, and shall be in full compliance with any applicable mandatory continuing legal education (MCLE) requirements. Contractor will maintain for inspection on its premises records of Contractor compliance these requirements.
- B. Prior to representing a defendant accused of a homicide, Contractor must have served at least five years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in at least two felony cases that have been submitted to a jury.
- C. Prior to representing a defendant accused of a serious felony as defined by Penal Code section 1192.7, or of a violent felony as defined by Penal Code section 667.5, other than a homicide, Contractor must have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a

significant portion of the trial in at least two felony cases, that have been submitted to a jury.

D. Contractor representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6 and the standards established by the Judicial Council.

E. Contractor shall have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in at least two felony criminal cases that have been submitted to a jury alone or of record with other trial counsel.

F. Failure on the part of the Contractor to have or obtain the appropriate amount of experience shall be considered a material breach of this Contract.

## **7. PERFORMANCE REQUIREMENTS**

A. Contractor shall provide quality representational services to all eligible clients to whom the Contractor is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of Contractor as appointed by the Court shall be observed:

1. Provide careful, factual and legal investigation.
2. Take prompt action to protect client's legal rights.
3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.
4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
5. Know and explore sentencing alternatives.
6. Advise the client concerning appeals.
7. Not accept more cases than can be competently handled.
8. Not handle a legal matter which the Contractor knows or should know that it is not competent to handle.
9. Maintain client confidences.
10. Keep the client informed.
11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
12. Not accept a matter in which a conflict of interest exists of which it would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.

B. Except as provided herein, the Contractor shall maintain appropriate staff to adequately perform the work and services provided in this Contract and to address the needs of Contractor's clients. Contractor will be timely available for all Court appearances and meet all performance requirements of this Contract and of the Courts.

C. Contractor shall maintain adequate office space and hours in Mono County during normal business hours for appointments with potential eligible clients who are not in custody. Contractor shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. Contractor shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.

D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of Contractor appointment. Out of custody eligible clients may make an appointment with Contractor who shall make available an appointment at an office in Mono County within five business days of Contractor appointment. In all cases, Contractor shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.

E. Contractor shall keep all courts informed of the status of pending cases to which it has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.

F. Contractor shall adequately cover all courts within the County through which services are to be provided under this Contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the Contractor.

G. In the event that Contractor is unable to appear for any matter to which he or she has been appointed, then he or she shall arrange for other counsel to appear on his or her behalf, at no cost to the County.

## **8. CONTRACTOR EVALUATION**

At least annually during the term of this Contract, and any extension thereof, , the County Counsel, County Finance Director and County Administrative Officer shall meet with the Contractor and the Judges of the court to ensure that the performance standards set forth herein are being met. If upon said evaluations, or at any other time based on competent evidence, the County determines that the Contractor is failing to provide competent legal services or has engaged in conduct that, if Contractor were an employee of the County, would violate the Mono County Personnel System, the County may terminate this Contract as provided in section 15.

## **9. COMPENSATION AND METHOD OF PAYMENT**

A. For services provided under this contract, County shall pay Contractor \$180,000 annually, for the period of January 1, 2022, through December 31, 2022. This amount shall be increased by two percent (2%) per annum, commencing on January 1 of each year, commencing on January 1, 2023. These amounts shall be paid in equal monthly installments payable within 5 days following the end of month in which services are provided. In the event that this Contract is extended pursuant to section 1, annual

increases shall continue to be 2%. In the event that County has not contracted with a third attorney to perform indigent defense services, or that attorney has not yet commenced work, as of January 1, 2022, Contractor shall continue to assume approximately one-half of the additional caseload of that third attorney and shall be paid \$6,000 per additional calendar month, or pro-rated portion thereof, until a third attorney commences work under contract with County.

B. The compensation payable under section 9.A is the maximum amount which County must pay under this Contract, and Contractor shall assume and pay all other expenses incurred in the performance of this Contract or seek court order for payment of such amounts as Other Litigation Expenses. Contractor represents that Contractor is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this contract. The Contractor and County acknowledge that many factors outside the control of the parties can affect the ability of the Contractor to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Contract, changes may occur in the operations of the County's criminal justice system which may cause additional expense to Contractor. Notwithstanding any such changes, the Contractor agrees to the compensation set forth in this Contract for services to be rendered.

C. County shall receive all funds collected pursuant to Penal Code section 987.4, 987.6, and 987.8, Government Code section 27712, and any similar statute or Contract providing for reimbursement for the costs of legal services rendered under this Contract, and no portion of said funds inure for the benefit of Contractor or otherwise affect the amount specified to be paid to Contractor under this contract.

D. Other litigation expenses, as defined in section 2.E, shall be paid by County upon Contractor submitting a county claim form, to which shall be attached to an order of the Court fixing the expenses to be paid. Each claim shall include:

1. The name of the client and case number;
2. The date and time the services were provided, in 10<sup>th</sup> hour increments;
3. A description of the services provided on each date.

Any claim for which the above is not provided shall be deemed an insufficient claim.

E. Contractor shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials, services, and persons necessary to perform this Contract. Notwithstanding the foregoing, in complex and/or voluminous cases, Contractor may file a motion with the Court, with five (5) business days advanced notice to County, for payment by County of any of the above



expenses, where such costs are expected to, or actually do, exceed those incurred in a typical case.

F. County has no obligation to withhold any taxes or other payments from the sums paid Contractor by County pursuant to this Contract. Payment of taxes as required by law is the sole responsibility of Contractor.

## **10. REPORTS AND INSPECTIONS**

A. Contractor agrees to submit to the County the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the County withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section 14 (Corrective Action).

B. Contractor shall provide the County Administrative Officer (CAO) a quarterly report of services rendered by Contractor during the previous calendar quarter using the form attached to this Contract as Exhibit A and incorporated by this reference, or such other form as may be provided by County for these purposes. The report shall be submitted within ten working days after the end of each calendar quarter and shall include:

1. The number of cases to which Contractor has been appointed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
2. The number of open cases during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
3. The number of cases closed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
4. Disposition of cases during that quarter by the following categories: Pleas, trials, diversions, dismissals, and other.
5. The number of cases during that quarter in which Contractor has declared a conflict.

C. Bar Complaints: Contractor shall immediately notify the County in writing if the Contractor becomes aware that a complaint lodged with the State Bar Association has resulted in the public or private reproof, suspension, or disbarment of any attorney providing services under this Contract. In the event of a report of a private reproof, County shall maintain confidentiality of said report to the extent permitted by law.

D. Inspections: Contractor agrees to grant the County full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the County may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the Contractor shall provide to the County right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the Contractor in a way that allows access by the County without breaching such confidentiality or privilege. The

Contractor agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the County agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this section, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The County will respect the attorney-client privilege and attorney work-product privilege.

#### **11. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

A. Contractor shall prepare and maintain records sufficient to enable County and the courts to determine the cost of representing each person represented by Contractor, and Contractor shall provide the court with the total time of each case upon disposition or upon request of the court or the County.

B. Records shall be maintained for a period of five years after termination of this Contract unless permission to destroy them is granted by the County.

#### **12. HOLD HARMLESS AND INDEMNIFICATION**

A. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Contractor or its employees or others by reason of the Contract. Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from Contractor's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the County's wrongful withholding of funds due under this Contract.

B. Contractor agrees that it is financially responsible and liable for and will repay the County for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the CONTRACTOR, its employees, representatives or agents.

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

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

Contractor shall not claim, and/or do hereby knowingly and voluntarily waive, any right to defense or indemnification by County as a County employee or officer.

### **13. INSURANCE**

Certificates of insurance and requested endorsements, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by the Contractor. The policy/policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

A. General Liability. Contractor shall procure, and maintain during the entire term of this Contract, a policy of general liability insurance which covers all the work and services to be performed by Contractor under this Contract. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Contract. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional named insured" on this policy. Contractor will provide the County a copy of the policy, a certificate of insurance, and an additional insured form showing the County as "an additional named insured". The certificate of insurance shall indicate that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County Risk Manager.

B. Business Vehicle. If Contractor, or any employee or agent thereof, utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), the Contractor shall procure and maintain in force throughout the duration of this Contract, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor -owned vehicles and all hired and non-owned vehicles used in performing under this Contract.

C. Workers' Compensation. Contractor shall provide worker's compensation insurance coverage, in the legally required amount, for the Contractor's employees utilized in providing work and services pursuant to this Contract. By executing a copy of this Contract CONTRACTOR acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied with and will comply during the term of this Contract with all provisions of the California Labor Code with regard to its employees. 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.

D. Professional Liability Insurance. Contractor shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall

be provided to County at least ten (10) days prior to the start of any work by CONTRACTOR.

If professional liability coverage is written on a claims-made form:

1. The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by Mono County Risk Manager. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or the Contractor shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **14. CORRECTIVE ACTION**

If the CAO reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The CAO will notify the Contractor in writing of the nature of the breach.
2. The Contractor shall respond in writing within five working days of receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The CAO will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of the sufficiency of the Contractor's corrective action plan will be at the discretion of the CAO and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the Contractor does not concur with the determination, the Contractor may request a review of the decision by the Board of Supervisors. County agrees that it shall work with the Contractor to implement an appropriate corrective action plan accepted by the CAO or, if review has been requested, by the Board of Supervisors.

In the event that Contractor does not respond to the CAO's notification within the appropriate time, or the Contractor's corrective action plan for a substantial breach is determined by the CAO, following review by the Board of Supervisors if requested, to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to section 15 (Termination and Suspension.)

In addition, the County reserves the right to withhold a portion of subsequent payments owed the Contractor which are directly related to the breach of the Contract until the County is satisfied that corrective action has been taken or completed as described in section 9 (Compensation and Method of Payment.)

## **15. TERMINATION AND SUSPENSION**

A. County may terminate this Contract in whole or in part upon 15 days written notice to the Contractor in the event that the Contractor under this contract:

1. Materially breaches any duty, obligation, or service required pursuant to this Contract;
2. Engages in misappropriation of funds or misconduct as described in the Mono County Personnel System; or
3. The duties, obligations, or services herein become illegal, or not feasible.

Before the County terminates this Contract pursuant to this section 15, the County shall provide the Contractor written notice of termination, which shall include the reasons for termination and the effective date of termination. The Contractor shall have the opportunity to submit a written response to the County within ten working days from the date of the County's notice. If the Contractor elects to submit a written response, the CAO will review the response and make a determination within ten days after receipt. In the event the Contractor does not concur with the determination of the CAO, the Contractor may request a review of the decision by the County Board of Supervisors. In the event the County Board of Supervisors reaffirms termination, the Contract shall terminate in ten days from the date of the final decision of the County Board of Supervisors. The Contract will remain in full force pending such termination. Contractor understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

B. Contractor reserves the right to terminate this Contract with cause with 15 days written notice should the County materially breach any duty, obligation or service pursuant to this Contract. Prior to such termination, Contractor shall provide County with written notice of the alleged breach and County shall have 30 days in which to cure the breach. In the event that the Contractor terminates this Contract for reasons other than good cause resulting from a material breach of this Contract by the County, the Contractor shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the CAO that (i) no default actually occurred, or (ii) the failure to perform was without the Contractor's control, fault or negligence.

C. County or Contractor may terminate this Contract at will and without cause by providing one hundred and eighty (180) days' written notice to the other party of the intent to terminate.

D. Following termination or suspension of this Contract, the Contractor shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the County will be liable for any payments owed for the completion of that work. The Contractor shall remit to the County any monies paid for cases not yet assigned or work not performed under the Contract. The CAO may request that the Contractor attempt to withdraw from any case assigned and not completed, and in that event, Contractor shall use best efforts to so withdraw. Should a court require, after the Contractor has attempted to withdraw, the appearance of counsel from the Contractor on behalf of any client previously represented by the Contractor where such representation is no longer the obligation of the Contractor pursuant to the terms of this Contract, the County will honor payment to the Contractor upon judicial verification that continued representation is required.

E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Contractor shall return to the County those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Contractor by the County.

F. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension as provided in section 1.

G. The ability of the County to enter into this Contract 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 or is not appropriated, at any time during the term of this Contract County has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Upon receipt of such notice, Contractor may at its option terminate this Contract without incurring any penalty or breaching the Contract.

## **16. FINANCIAL RESPONSIBILITY**

The Contractor shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the Contractor, when not released within ten (10) business days, shall constitute a material breach of this Contract. Bankruptcy by the Contractor under this contract shall constitute a ground for termination of the Contract.

## **17. ASSIGNMENT/SUBCONTRACTING**

A. The Contractor shall not assign or subcontract any portion of this Contract without consent of the County. Any consent sought must be requested by the Contractor in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the Contractor under this Contract while he or she is on vacation or otherwise unavailable for limited periods of time. Any individuals entering into subcontract (with written approval of County) shall meet all experience requirements imposed by this

Contract. County shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the Contractor under this contract.

B. The term “Subcontract” as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the Contractor.

C. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the County. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Contract. The County shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the County reasonably deems to be not qualified. Upon request of the Contractor, the County shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

## **18. NOTICES**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and addressed as follows:

If to Contractor:  
Brad Braaten  
3019A West Line Street  
Bishop, CA 93514  
[braatenbrad@outlook.com](mailto:braatenbrad@outlook.com)

If to County:  
County Administrative Officer  
PO Box 696  
Bridgeport, CA 93517  
[rlawton@mono.ca.gov](mailto:rlawton@mono.ca.gov)

With a copy to:  
Mono County Counsel  
PO Box 2415  
Mammoth Lakes, CA 93546  
[ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

## **19. TRANSFER OF CASES UPON TERMINATION OF CONTRACT**

Upon termination of this Contract pursuant to section 15 or upon expiration or, Contractor shall cooperate fully with the County and with such persons as may be designated by County to succeed Contractor in order to effect the orderly transition of legal services from Contractor to his or her successor. The cooperation specified in this

section includes, but is not limited to, the releasing of such files, papers, and records in good order as may be required in order to carry out the provisions of this contract and any subsequent Contract with a successor Contractor and to ensure the continued adequate legal representation of persons eligible for services herein set forth.

## **20. NONDISCRIMINATION**

During the performance of this Contract, neither Contractor nor any party subcontracting with the Contractor under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this Contract, nor on any other basis prohibited by state or federal law in effect during this Contract.

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

## **21. CONFLICT OF INTEREST**

No officer, employee, or agent of the County, or the State of California, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or Contractor. If required by state law or by the County's own conflict of interest code, Contractor shall comply with said laws and code, including but not limited to filing any required statement of economic interests.

## **22. MISCELLANEOUS PROVISIONS**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. No other representations, covenants, undertakings or other prior or contemporaneous agreement, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto. The parties, and each of them, further acknowledge that they have not executed this Contract in reliance on any such promise, representation or warranty.

Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.



The parties hereto, and each of them, acknowledge that this Contract is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this settlement agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Contract and of its legal effect.


The parties have jointly participated in the preparation and drafting of this Contract. Thus, any ambiguity therein shall not be construed in favor of or against either party.

**EXECUTION**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THROUGH THEIR AUTHORIZED REPRESENTATIVES THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF MONO**

**CONTRACTOR**

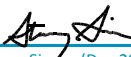
By:  \_\_\_\_\_  
Jennifer Kreitz (Dec 21, 2021 08:36 PST)

By: *Brad Braaten* \_\_\_\_\_

Dated: Dec 21, 2021

Dated: Dec 21, 2021

APPROVED AS TO FORM:

 \_\_\_\_\_  
Stacey Simon (Dec 20, 2021 19:35 PST)  
County Counsel

APPROVED BY RISK MANAGEMENT:

 \_\_\_\_\_

**CONTRACT BETWEEN THE COUNTY OF MONO  
AND JOSH D. HILLEMEIER, ESQ.,  
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, hereinafter referred to as “the County,” and Josh D. Hillemeier, Esq., as an individual, and referred to hereafter as “the Contractor,” agree to the provision of indigent defense services as outlined below. The County and the Contractor are sometimes referred to herein collectively as “the parties.”

**RECITALS**

- The County has a constitutionally mandated responsibility to provide indigent defense services.
- The County desires to have and agrees to pay for legal services performed for eligible persons entitled to public representation in Mono County by the Contractor, as authorized by law.
- The Contractor agrees that it will provide competent representation of clients as required by the controlling standards and rules of professional conduct.
- The County and the Contractor agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services, including the cost of administrative services, to eligible clients of the Contractor.

**TERMS AND CONDITIONS**

The parties AGREE as follows:

**1. DURATION OF CONTRACT**

This Contract shall commence on March 21, 2022 and terminate on March 20, 2024, unless extended or terminated earlier in a manner allowed by this Contract. The County may, in its sole discretion, extend the term of this Contract for an additional period of up to five years by providing notice to Contractor at least 90 days prior to the date of termination.

**2. DEFINITIONS**

The following definitions control the interpretation of this Contract:

A. Eligible Client:

Eligible client means a person who is or has been determined by the Superior Court of the State of California in and for the County of Mono (hereinafter “the Court”) to be entitled to a court-appointed attorney, pursuant to relevant state statute, court rule, and constitutional provision, and who is one of the following:

1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County (including sexually violent predators).
2. All minors charged with a violation of Welfare and Institutions Code Section 601 or 602.

3. All persons the Court has deemed indigent, and for whom a petition for the appointment of an LPS conservator has been filed.
4. All persons the Court has deemed indigent seeking writs or appeals to the Superior Court in the type of cases described in this contract.
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.
6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent and entitled to appointment of counsel in Welfare and Institutions Code Section 300 cases, and also any children who are the subject of such proceedings and who the Court has determined are entitled to appointed counsel. Note: under a separate Contract, the County currently receives compensation from the Courts for the provision of such legal services, and the County reserves the right to re-open and renegotiate the inclusion of such services in this Contract, and the compensation therefore, in the event that the courts ever refuse or cease to provide such compensation to the County.
8. All persons the Court has deemed indigent in probate or Lanterman-Petris Short Act (LPS Act) conservatorships and in which the Court appoints counsel.
9. All persons the Court has deemed indigent and subject to extradition.
10. All persons the Court has deemed indigent and subject to contempt.

B. Disposition:

1. Disposition in criminal cases means and/or includes:
  - a. The dismissal of charges
  - b. The entering of an order of deferred prosecution
  - c. An order or result requiring a new trial
  - d. Imposition of sentence
  - e. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review
  - f. A restitution hearing ordered at the time of original disposition
  - g. The filing of a notice of appeal, if applicable
2. Disposition in other cases means:

In Welfare and Institutions Code Section 300 juvenile cases, termination of the proceedings; in Section 601 or 602 cases, disposition, unless there is an order for removal; or an order following a disposition hearing; in revocation of probation, a dismissal, or imposition of sentence; in all other cases, an adjudication in the trial court which constitutes a final order or judgment, unless reversed on appeal.

C. Representational Services: The services for which the County is to pay the Contractor are representational services, including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.

D. Investigative Services: The services described in section 4.B.

E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of this Contract with the Contractor. These include expert witness fees, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees and documents produced through discovery by the County in Welfare and Institutions Code section 300 or 600 cases. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases, and for other expert attorney consultants as may be agreed upon between County and Contractor, is included in this category.

F. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

### **3. INDEPENDENT CONTRACTOR**

The Contractor is, for all purposes arising out of this Contract, an independent contractor, and neither the Contractor nor its employees shall be deemed employees of the County. The Contractor shall complete the requirements of this Contract according to the Contractor's own means and methods of work, which shall be in the exclusive charge and control of the Contractor and which shall not be subject to control or supervision by the County, except as specified herein.

### **4. SCOPE OF SERVICES**

A. Together with other indigent defense counsel under direct contract with County, Contractor, shall provide representational services to all eligible clients in Mono County trial court actions or proceedings.

B. Contractor may utilize the services of a licensed private investigator ("Investigator") under Business and Professions Code section 7520 and 7521, with whom the County has entered into a separate contract for services, or of any other Investigator upon appointment by the Court in a particular case. Investigator services shall be used in the context of any of the representational services covered by this Contract, including but not limited to securing evidence to be used before the Courts of Mono County. Investigators shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall Investigators be used for the purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an Investigator may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided Contractor assumes the cost.

**5. CONTRACTOR'S OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE**

- A. Contractor shall have physically separate offices from any other attorney under contract with County to provide indigent defense services. Contractor shall maintain an ethical and communications wall between Contractor and such attorney(s) about their respective cases, to maintain the confidences of clients.
- B. Contractor agrees not to accept compensation directly or indirectly from any source other than the County on cases assigned pursuant to this Contract.
- C. Contractor shall maintain the right to have private clients outside of this Contract; provided, however, that it shall structure its private practices in such a way as to avoid any conflicts with representational services provided pursuant to this Contract.
- D. Contractor further agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Contract. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Contract.
- E. Contractor agrees that it has secured or will secure at its own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Contract.

**6. MINIMUM QUALIFICATIONS FOR ATTORNEY PROVIDING INDIGENT DEFENSE SERVICES**

- A. Contractor shall be licensed to practice law in California (i.e., shall be an active member of the California State Bar), shall have been a practicing attorney in all of the courts of the State for at least the year preceding the date of appointment, and shall be in full compliance with any applicable mandatory continuing legal education (MCLE) requirements. Contractor will maintain for inspection on its premises records of Contractor compliance these requirements.
- B. Prior to representing a defendant accused of a homicide, Contractor must have served at least five years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in at least two felony cases that have been submitted to a jury.
- C. Prior to representing a defendant accused of a serious felony as defined by Penal Code section 1192.7, or of a violent felony as defined by Penal Code section 667.5, other than a homicide, Contractor must have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a

significant portion of the trial in at least two felony cases, that have been submitted to a jury.

D. Contractor representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6 and the standards established by the Judicial Council.

E. Contractor shall have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in at least two felony criminal cases that have been submitted to a jury alone or of record with other trial counsel.

F. Failure on the part of the Contractor to have or obtain the appropriate amount of experience shall be considered a material breach of this Contract.

## **7. PERFORMANCE REQUIREMENTS**

A. Contractor shall provide quality representational services to all eligible clients to whom the Contractor is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of Contractor as appointed by the Court shall be observed:

1. Provide careful, factual and legal investigation.
2. Take prompt action to protect client's legal rights.
3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.
4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
5. Know and explore sentencing alternatives.
6. Advise the client concerning appeals.
7. Not accept more cases than can be competently handled.
8. Not handle a legal matter which the Contractor knows or should know that it is not competent to handle.
9. Maintain client confidences.
10. Keep the client informed.
11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
12. Not accept a matter in which a conflict of interest exists of which it would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.

B. Except as provided herein, the Contractor shall maintain appropriate staff to adequately perform the work and services provided in this Contract and to address the needs of Contractor's clients. Contractor will be timely available for all Court appearances and meet all performance requirements of this Contract and of the Courts.

C. Contractor shall maintain adequate office space and hours in Mono County during normal business hours for appointments with potential eligible clients who are not in custody. Contractor shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. Contractor shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.

D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of Contractor appointment. Out of custody eligible clients may make an appointment with Contractor who shall make available an appointment at an office in Mono County within five business days of Contractor appointment. In all cases, Contractor shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.

E. Contractor shall keep all courts informed of the status of pending cases to which it has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.

F. Contractor shall adequately cover all courts within the County through which services are to be provided under this Contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the Contractor.

G. In the event that Contractor is unable to appear for any matter to which he or she has been appointed, then he or she shall arrange for other counsel to appear on his or her behalf, at no cost to the County.

## **8. CONTRACTOR EVALUATION**

At least annually during the term of this Contract, and any extension thereof, , the County Counsel, County Finance Director and County Administrative Officer shall meet with the Contractor and the Judges of the court to ensure that the performance standards set forth herein are being met. If upon said evaluations, or at any other time based on competent evidence, the County determines that the Contractor is failing to provide competent legal services or has engaged in conduct that, if Contractor were an employee of the County, would violate the Mono County Personnel System, the County may terminate this Contract as provided in section 15.

## **9. COMPENSATION AND METHOD OF PAYMENT**

A. For services provided under this contract, County shall pay Contractor \$15,000 per month for the period of March 21, 2022, through December 31, 2022. This amount shall be paid monthly within 15 days following the end of month in which services are provided and shall be increased by two percent (2%) on January 1, 2023 and again on January 1, 2024. In the event that this Contract is extended pursuant to section 1, annual increases shall continue to be 2%.

B. The compensation payable under section 9.A is the maximum amount which County must pay under this Contract, and Contractor shall assume and pay all other expenses incurred in the performance of this Contract or seek court order for payment of such amounts as Other Litigation Expenses. Contractor represents that Contractor is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this contract. The Contractor and County acknowledge that many factors outside the control of the parties can affect the ability of the Contractor to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Contract, changes may occur in the operations of the County's criminal justice system which may cause additional expense to Contractor. Notwithstanding any such changes, the Contractor agrees to the compensation set forth in this Contract for services to be rendered.

C. County shall receive all funds collected pursuant to Penal Code section 987.4, 987.6, and 987.8, Government Code section 27712, and any similar statute or Contract providing for reimbursement for the costs of legal services rendered under this Contract, and no portion of said funds inure for the benefit of Contractor or otherwise affect the amount specified to be paid to Contractor under this contract.

D. Other litigation expenses, as defined in section 2.E, shall be paid by County upon Contractor submitting a county claim form, to which shall be attached to an order of the Court fixing the expenses to be paid. Each claim shall include:

1. The name of the client and case number;
2. The date and time the services were provided, in 10<sup>th</sup> hour increments;
3. A description of the services provided on each date.

Any claim for which the above is not provided shall be deemed an insufficient claim.

E. Contractor shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials, services, and persons necessary to perform this Contract. Notwithstanding the foregoing, in complex and/or voluminous cases, Contractor may file a motion with the Court, with five (5) business days advanced notice to County, for payment by County of any of the above expenses, where such costs are expected to, or actually do, exceed those incurred in a typical case.

F. County has no obligation to withhold any taxes or other payments from the sums paid Contractor by County pursuant to this Contract. Payment of taxes as required by law is the sole responsibility of Contractor.



## 10. REPORTS AND INSPECTIONS

A. Contractor agrees to submit to the County the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the County withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section 14 (Corrective Action).

B. Contractor shall provide the County Administrative Officer (CAO) a quarterly report of services rendered by Contractor during the previous calendar quarter using the form attached to this Contract as Exhibit A and incorporated by this reference, or such other form as may be provided by County for these purposes. The report shall be submitted within ten working days after the end of each calendar quarter and shall include:

1. The number of cases to which Contractor has been appointed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
2. The number of open cases during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
3. The number of cases closed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
4. Disposition of cases during that quarter by the following categories: Pleas, trials, diversions, dismissals, and other.
5. The number of cases during that quarter in which Contractor has declared a conflict.

C. Bar Complaints: Contractor shall immediately notify the County in writing if the Contractor becomes aware that a complaint lodged with the State Bar Association has resulted in the public or private reproof, suspension, or disbarment of any attorney providing services under this Contract. In the event of a report of a private reproof, County shall maintain confidentiality of said report to the extent permitted by law.

D. Inspections: Contractor agrees to grant the County full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the County may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the Contractor shall provide to the County right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the Contractor in a way that allows access by the County without breaching such confidentiality or privilege. The Contractor agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the County agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this section, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The County will respect the attorney-client privilege and attorney work-product privilege.

**11. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

A. Contractor shall prepare and maintain records sufficient to enable County and the courts to determine the cost of representing each person represented by Contractor, and Contractor shall provide the court with the total time of each case upon disposition or upon request of the court or the County.

B. Records shall be maintained for a period of five years after termination of this Contract unless permission to destroy them is granted by the County.

**12. HOLD HARMLESS AND INDEMNIFICATION**

A. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Contractor or its employees or others by reason of the Contract. Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from Contractor's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the County's wrongful withholding of funds due under this Contract.

B. Contractor agrees that it is financially responsible and liable for and will repay the County for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the CONTRACTOR, its employees, representatives or agents.

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

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

Contractor shall not claim, and/or do hereby knowingly and voluntarily waive, any right to defense or indemnification by County as a County employee or officer.

**13. INSURANCE**

Certificates of insurance and requested endorsements, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of

services to be performed by the Contractor. The policy/policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

A. Business Vehicle. If Contractor, or any employee or agent thereof, utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), the Contractor shall procure and maintain in force throughout the duration of this Contract, a business auto liability insurance policy with minimum coverage levels of \$250,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor -owned vehicles and all hired and non-owned vehicles used in performing under this Contract.

B. Workers' Compensation. (Mark applicable paragraph):

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.

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.

C. Professional Liability Insurance. Contractor shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by Contractor.

If professional liability coverage is written on a claims-made form:

1. The "retro Date" must be shown and must be before the date of the contract of the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

D. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by Mono County Risk Manager. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or the Contractor shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **14. CORRECTIVE ACTION**

If the CAO reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The CAO will notify the Contractor in writing of the nature of the breach.
2. The Contractor shall respond in writing within five working days of receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The CAO will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of the sufficiency of the Contractor's corrective action plan will be at the discretion of the CAO and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the Contractor does not concur with the determination, the Contractor may request a review of the decision by the Board of Supervisors. County agrees that it shall work with the Contractor to implement an appropriate corrective action plan accepted by the CAO or, if review has been requested, by the Board of Supervisors.

In the event that Contractor does not respond to the CAO's notification within the appropriate time, or the Contractor's corrective action plan for a substantial breach is determined by the CAO, following review by the Board of Supervisors if requested, to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to section 15 (Termination and Suspension.)

In addition, the County reserves the right to withhold a portion of subsequent payments owed the Contractor which are directly related to the breach of the Contract until the County is satisfied that corrective action has been taken or completed as described in section 9 (Compensation and Method of Payment.)

**15. TERMINATION AND SUSPENSION**

- A. County may terminate this Contract in whole or in part upon 15 days written notice to the Contractor in the event that the Contractor under this contract:
1. Materially breaches any duty, obligation, or service required pursuant to this Contract;
  2. Engages in misappropriation of funds or misconduct as described in the Mono County Personnel System; or
  3. The duties, obligations, or services herein become illegal, or not feasible.

Before the County terminates this Contract pursuant to this section 15, the County shall provide the Contractor written notice of termination, which shall include the reasons for termination and the effective date of termination. The Contractor shall have the opportunity to submit a written response to the County within ten working days from the date of the County's notice. If the Contractor elects to submit a written response, the CAO will review the response and make a determination within ten days after receipt. In the event the Contractor does not concur with the determination of the CAO, the Contractor may request a review of the decision by the County Board of Supervisors. In the event the County Board of Supervisors reaffirms termination, the Contract shall terminate in ten days from the date of the final decision of the County Board of Supervisors. The Contract will remain in full force pending such termination. Contractor understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

B. Contractor reserves the right to terminate this Contract with cause with 15 days written notice should the County materially breach any duty, obligation or service pursuant to this Contract. Prior to such termination, Contractor shall provide County with written notice of the alleged breach and County shall have 30 days in which to cure the breach. In the event that the Contractor terminates this Contract for reasons other than good cause resulting from a material breach of this Contract by the County, the Contractor shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the CAO that (i) no default actually occurred, or (ii) the failure to perform was without the Contractor's control, fault or negligence.

C. County or Contractor may terminate this Contract at will and without cause by providing one hundred and eighty (180) days' written notice to the other party of the intent to terminate.

D. Following termination or suspension of this Contract, the Contractor shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the County will be liable for any payments owed for the completion of that work. The Contractor shall remit to the County any monies paid for cases not yet assigned or work not performed under the Contract. The CAO may request that the Contractor attempt to withdraw from any case assigned and not completed, and in that event, Contractor shall use best efforts to so withdraw. Should a court require, after the Contractor has attempted to withdraw, the appearance of counsel from the Contractor on

behalf of any client previously represented by the Contractor where such representation is no longer the obligation of the Contractor pursuant to the terms of this Contract, the County will honor payment to the Contractor upon judicial verification that continued representation is required.

E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Contractor shall return to the County those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Contractor by the County.

F. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension as provided in section 1.

G. The ability of the County to enter into this Contract 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 or is not appropriated, at any time during the term of this Contract County has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Upon receipt of such notice, Contractor may at its option terminate this Contract without incurring any penalty or breaching the Contract.

## **16. FINANCIAL RESPONSIBILITY**

The Contractor shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the Contractor, when not released within ten (10) business days, shall constitute a material breach of this Contract. Bankruptcy by the Contractor under this contract shall constitute a ground for termination of the Contract.

## **17. ASSIGNMENT/SUBCONTRACTING**

A. The Contractor shall not assign or subcontract any portion of this Contract without consent of the County. Any consent sought must be requested by the Contractor in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the Contractor under this Contract while he or she is on vacation or otherwise unavailable for limited periods of time. Any individuals entering into subcontract (with written approval of County) shall meet all experience requirements imposed by this Contract. County shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the Contractor under this contract.

B. The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the Contractor.

C. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the County. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Contract. The County shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the County reasonably deems to be not qualified. Upon request of the Contractor, the County shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

## **18. NOTICES**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and addressed as follows:

If to Contractor:  
Josh Hillemeier  
201 S. Warren Street  
Bishop, CA 93514  
joshhillemeier@gmail.com

If to County:  
County Administrative Officer  
PO Box 696  
Bridgeport, CA 93517  
rlawton@mono.ca.gov

With a copy to:  
Mono County Counsel  
PO Box 2415  
Mammoth Lakes, CA 93546  
ssimon@mono.ca.gov

## **19. TRANSFER OF CASES UPON TERMINATION OF CONTRACT**

Upon termination of this Contract pursuant to section 15 or upon expiration or, Contractor shall cooperate fully with the County and with such persons as may be designated by County to succeed Contractor in order to effect the orderly transition of legal services from Contractor to his or her successor. The cooperation specified in this section includes, but is not limited to, the releasing of such files, papers, and records in good order as may be required in order to carry out the provisions of this contract and any subsequent Contract with a successor Contractor and to ensure the continued adequate legal representation of persons eligible for services herein set forth.

## **20. NONDISCRIMINATION**

During the performance of this Contract, neither Contractor nor any party subcontracting with the Contractor under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or

the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this Contract, nor on any other basis prohibited by state or federal law in effect during this Contract.

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

## **21. CONFLICT OF INTEREST**

No officer, employee, or agent of the County, or the State of California, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or Contractor. If required by state law or by the County's own conflict of interest code, Contractor shall comply with said laws and code, including but not limited to filing any required statement of economic interests.

## **22. MISCELLANEOUS PROVISIONS**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. No other representations, covenants, undertakings or other prior or contemporaneous agreement, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto. The parties, and each of them, further acknowledge that they have not executed this Contract in reliance on any such promise, representation or warranty.

Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

The parties hereto, and each of them, acknowledge that this Contract is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this settlement agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Contract and of its legal effect.

The parties have jointly participated in the preparation and drafting of this Contract. Thus, any ambiguity therein shall not be construed in favor of or against either party.



**EXECUTION**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THROUGH THEIR AUTHORIZED REPRESENTATIVES THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF MONO**

**CONTRACTOR**

By: Robert C. Lewis

By: Josh Hillemeier  
Josh Hillemeier (Jan 19, 2022 07:19 PST)

Dated: Jan 19, 2022

Dated: Jan 19, 2022

APPROVED AS TO FORM:

Stacey Simon (Jan 18, 2022 11:25 PST)  
County Counsel

APPROVED BY RISK MANAGEMENT:

[Signature]



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

**SUBJECT** Agreement with Long Valley Fire  
Regarding Educational Revenue  
Augmentation Fund

**AGENDA DESCRIPTION:**

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

Proposed agreement with Long Valley Fire Protection District providing for the transfer of funds annually to the District to reimburse a portion of the funds withheld from the District pursuant to State law as part of the Educational Revenue Augmentation Fund (ERAF) shift.

**RECOMMENDED ACTION:**

Approve, and authorize Chair to sign, contract with Long Valley Fire Protection District related to Educational Revenue Augmentation Fund (ERAF) distribution, effective beginning in the 2022-23 tax year.

**FISCAL IMPACT:**

The cost of this agreement for FY 2022/23 (and payable in FY 2023/24) will not exceed \$20,474, and will change proportionally each year with the amount of property tax increment apportioned to the tax rate areas applicable to the District. While the amount reduces the County's annual property tax revenues in the General Fund, revenue forecasts included in the FY 2023-24 recommended budget are sufficient to accommodate the revenue loss.

**CONTACT NAME:** Mary Booher

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">LVFD ERAF Agreement</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/30/2023 2:58 PM	County Counsel	Yes
8/30/2023 1:22 PM	Finance	Yes
8/30/2023 4:37 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO  
Sandra Moberly

INTERIM ASSISTANT COUNTY  
ADMINISTRATIVE OFFICER  
COUNTY OF MONO  
Mary Booher

Date: September 5, 2023

**BOARD OF SUPERVISORS**

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

To: Mono County Board of Supervisors

From: Mary Booher, Interim Assistant County Administrative Officer

Re: Agreement with Long Valley Fire Protection District regarding Educational Revenue Augmentation Fund (ERAF) distribution

**COUNTY DEPARTMENTS**

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

**Strategic Plan Focus Areas Met**

A Thriving Economy     Safe and Healthy Communities

Sustainable Public Lands     Workforce & Operational Excellence

**Discussion:**

Since 2002, staff at the Long Valley Fire Protection District ("District") have asked for an adjustment to the original calculation that allocated ERAF to all of the taxing agencies, starting in 1992-93.

The amount of ERAF is the lesser of:

1. 35% of property tax revenues received in 1991 tax year; or
2. 10% of total annual revenues as shown in the 1989-90 edition of the State Controller's Report on Financial Transactions Concerning Special Districts (not to include any revenues from following years)

The ERAF calculation that is in place is consistent with the statutory requirements to distribute the ERAF. However, in 1989-90, the base year for calculation, the District received a reimbursement from insurance that significantly increased their income for that year only. As a result, their ERAF calculation was significantly higher than it would have been, had any other year been the base year.

In April, the Board established an Ad Hoc committee comprised of Supervisor Peters and Chair Dugan to direct staff in the negotiation of an agreement with the District, in order to provide stable and adequate funding for fire prevention services within the District. The attached agreement is the result of the negotiations.

The proposed agreement results in the County returning 31.5% of the net ERAF back to the District, each year, no later than December 31 following the end of the fiscal year. For FY 2022/23, the estimated amount is \$20,474, but will be reduced by any Excess

ERAF distribution still to be calculated. This amount will increase each year, based on the growth of property tax in that year.

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND THE LONG VALLEY FIRE PROTECTION DISTRICT  
REGARDING TRANSFER OF FUNDS**

**THIS AGREEMENT** is made and entered into between the County of Mono, a political subdivision of the State of California (the County) and the Long Valley Fire Protection District, a Fire Protection District organized under California's Fire Protection District Law (the Fire District). The County and Fire District are together referred to as the Agencies and individually as an Agency.

**I. RECITALS**

- A. In July of 1992, the State faced a serious budget shortfall and the California legislature enacted Proposition 98 in order to help it meet its obligation to fund education in California at specified levels.
- B. Proposition 98 required County Auditors to shift the allocation of local property tax revenues from cities, counties and special districts to a State-controlled Education Revenue Augmentation Fund (ERAF).
- C. Subdivision (c)(1) of California Revenue and Taxation Code section 97.2 sets forth the basis for calculation of the amounts to be shifted from special districts to the ERAF annually, as follows:

*35% of the property tax revenues received by the district in the 1991 tax year, but not to exceed 10% of the total annual revenues of the district, as shown in the 1989-90 edition of the State Controller's Report on Financial Transactions Concerning Special Districts.*
- D. The Fire District received a one-time insurance payment of \$44,482 in 1989-90, thereby increasing its total annual revenues for that year from \$96,589 to \$141,071,
- E. Had that one-time payment not been received by the Fire District (or had it been received in a different year), ten percent of the total annual revenues as shown in the 1989-90 edition of the State Controller's Report would have been \$96,589, and the Fire District's 1992 property tax revenue shift to the ERAF would have been \$9,659.
- F. Instead, the 1992 ERAF shift was \$14,107, or \$4,448 greater, as a result of the anomalous insurance payment. And that greater amount became the base value upon which the District's ERAF shift was calculated for each subsequent year as required by law, with the amount shifted in FY2022-23 being \$64,997.

- G. The value in 2023 dollars of the additional \$4,448 shift resulting from the 1989-90 one-time insurance payment is \$20,494.
- H. Accordingly, due to happenstance and timing, the Long Valley Fire Protection District has annually contributed more to the ERAF than it otherwise would have if the ERAF law had utilized a different base year, or had utilized an average over a period of years, rather than the single year of 1989-90.
- I. The long-term reduction in funding to the Fire District resulting from this situation has limited the District's ability to perform essential functions and provide critical services such as fire prevention and response and first responder medical services within Mono County.
- J. These are critical public services provided by the Fire District within the Long Valley region of Mono County and the County wishes to aid the Fire District in providing these services by compensating the District in the amount the District "lost" as a result of the language of Proposition 98.

**NOW, THEREFORE**, the County and the Fire District, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, agree as follows:

- 1. Findings.** The recitals set forth above are hereby adopted as findings of the Board of Supervisors and the Fire District's Board of Commissioners.
- 2. Payment.** The County will pay the Fire District \$20,494 for the 2022-23 fiscal year by December 31, 2023 to support fire prevention, response and medical first-responder services. For each fiscal year thereafter, the County will remit to the District 31.5% of the District's net ERAF contribution for that year. All payments will be made by December 31 following the close of the applicable fiscal year.
- 3. Disagreements.** In the event of a disagreement between the County and the Fire District as to the amount of payment to be made under this Agreement in any given year, a representative of the Fire District and the County Administrative Officer (CAO) shall meet or correspond regarding the discrepancy. If the CAO finds that information provided by the Fire District, or independently determined by the CAO, supports altering the amount initially calculated and/or paid by the County, the CAO shall direct the County Finance Director to modify the payment accordingly. If the CAO reasonably determines that the amount was properly calculated, then no change shall be made.

**4. Return of Funds.** If in any year the Fire District determines that the payment provided above is not necessary to its provision of fire prevention or response or first-responder medical services in that year or future years, then it shall promptly return the unneeded funds to the County. Deposit of said funds into a reserve account shall be considered as being necessary to the District's provision of fire prevention or response or first-responder medical services under this Agreement.

**5. Term.** The term of this Agreement shall be for one year from the date of last execution set forth below. This Agreement shall automatically renew for subsequent one-year terms unless and until terminated as provided below.

**6. Termination.** This Agreement may be terminated by either Agency at will and without cause upon thirty (30) calendar days' notice in writing to the non-terminating Agency. In the event of termination by County during a fiscal year, the County will pay the amount otherwise owed to the District under this Agreement, pro-rated to reflect the date of termination. Payment shall be made in accordance with paragraph 2.

**7. Amendments.** No alteration or variation in the terms of this Agreement shall be valid or binding unless made in writing and signed by the Agencies.

**8. Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address during the term of this Agreement, shall be in writing and may be personally served, emailed or sent by prepaid first-class mail to the respective Agency as follows:

County of Mono:  
Attn: Director of Finance  
P.O. Box 556  
Bridgeport, CA 93517

Long Valley Fire Protection District  
Attn: Chief and/or Board Chair  
3605 Crowley Lake Drive  
Crowley Lake, CA 93546

**9. Resolution of Past Disagreement.** This Agreement fully and finally resolves any and all disputes, claims and disagreements which either Agency may have related to the shift of funds from the Fire District to the ERAF for the period commencing with the enactment of ERAF and up to and through the 2022-2023 fiscal year.

**10. Mediation.** In the event of any dispute between the parties relating to this Agreement, except for any dispute arising under paragraph 3, which shall be resolved in



the manner set forth therein, the parties shall first mediate such dispute in good faith with a mediator agreed to by the parties prior to the initiation of any court action, excepting only a court action seeking a temporary restraining order, in which case the parties shall mediate after resolution of the application for temporary restraining order in court. Should any party fail to comply with this mediation requirement, that party shall forfeit its or his right to prevailing party attorneys' fees under this Agreement.

**11. Attorneys' Fees.** Should the parties become involved in any action at law or in equity related to this Agreement or the enforcement, breach or interpretation thereof, the prevailing party therein shall be entitled to an award of attorneys' fees and costs reasonably incurred in such matter.

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

**IN WITNESS THEREOF**, the County and the Fire District have executed this Agreement on the 5<sup>th</sup> day of September, 2023.

**MONO COUNTY:**

\_\_\_\_\_  
Rhonda Duggan, Board Chair

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stacey Simon (Aug 17, 2023 15:55 PDT)


COUNTY COUNSEL

**LONG VALLEY FIRE PROTECTION DISTRICT:**

  
\_\_\_\_\_  
Sharon M. Shaw (Aug 17, 2023 17:08 PDT)

Sharon M. Shaw, Board Chair

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Timothy Safford (Aug 17, 2023 16:00 PDT)

DISTRICT COUNSEL



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

**SUBJECT** Support of Assembly Constitutional  
Amendment 1

**AGENDA DESCRIPTION:**

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

Approve Chair's signature on proposed letter supporting Assembly Constitutional Amendment 1 (ACA 1).

**RECOMMENDED ACTION:**

Approve, and authorize the Board Chair to sign, proposed letter supporting ACA 1, which, if approved, would place a ballot measure before voters to reduce the threshold for bond and special tax measures for critical infrastructure, including housing, from a 2/3 vote to 55% majority vote.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Mary Booher

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

**SEND COPIES TO:**

Upload to legislative portal

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
8/23/2023 4:57 PM	County Counsel	Yes
8/21/2023 12:42 PM	Finance	Yes

8/24/2023 8:05 AM

County Administrative Office

Yes



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

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

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

*Queenie Barnard, Clerk of the Board*

September 5, 2023

The Honorable Chris R. Holden  
Chair, Assembly Committee on Appropriations  
1021 O Street, Suite 8220  
Sacramento, CA 95814

**RE: ACA 1 (Aguiar-Curry) Local government financing: affordable housing and public infrastructure:  
voter approval.  
SUPPORT - As Amended July 13, 2023**

Dear Assembly Member Holden,

Mono County writes in support of Assembly Constitutional Amendment (ACA) 1, which would empower our local communities to address their critical housing and infrastructure needs. ACA 1 would accomplish this by reducing the voter threshold for approval of bond and special tax measures that help fund critical infrastructure, affordable housing projects, and permanent supportive housing for persons at risk of chronic homelessness.

The California Constitution currently requires a two-thirds vote at the local level for both general obligation bonds and special taxes, which serve as vital financial tools for local governments, regardless of the intended use for the funds by cities, counties, or special districts in service of their residents. However, local school districts can seek approval for bonded indebtedness with only a 55 percent vote threshold for the construction, reconstruction, rehabilitation, or replacement of schools. The changes included in ACA 1 will create parity for cities, counties and special districts for voter approval thresholds already granted to school districts.

Markedly, ACA 1 lowers the voter approval threshold for issues that are most pressing to the quality of life and well-being of all Californians, including increased local supplies of affordable housing. Increasing local capacity to procure and produce the necessary infrastructure to serve our low-income and unhoused neighbors is far from being the singular local benefit of ACA 1. This measure would also allow local voters to elect to increase their community's funding for parks and recreation, libraries, maintenance of streets and highways, protection against sea level rise, and more. Now, more than ever, is the appropriate time to empower California residents to choose to fund solutions for their communities.

ACA 1 preserves the need for overwhelming voter support for a bond or special tax in order for it to be approved, thus protecting voters' control over how their tax dollars are spent. The bill also

provides specific requirements for voter protection, public notice, and financial accountability. With these protections in place, communities should be able to decide the appropriate level of taxation to meet their local needs.

For these reasons, Mono County is in strong support of ACA 1 and respectfully requests your AYE vote.

Sincerely,

Rhonda Duggan  
Board Chair  
Mono County Board of Supervisors

CC: The Honorable Cecilia Aguiar-Curry, 4th District  
Members and Consultants, Assembly Appropriations Committee



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: County Counsel**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Christopher Beck, Assistant County Counsel

**SUBJECT** Ordinance Adding Section 3.04.035 and Amending Section 3.04.060 of the Mono County Code - County Purchasing

**AGENDA DESCRIPTION:**

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

Proposed ordinance adding Section 3.04.035 and amending Section 3.04.060 of the Mono County Code to authorize cooperative purchases and to clarify purchasing requirements during declared emergencies.

**RECOMMENDED ACTION:**

Introduce, read title, and waive further reading of proposed ordinance adding Mono County Code Section 3.04.035 and amending Mono County Code section 3.04.060. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Christopher Beck

**PHONE/EMAIL:** x1712 / cbeck@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
8/24/2023 3:39 PM	County Counsel	Yes

8/21/2023 12:25 PM

Finance

Yes

8/24/2023 3:40 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck

**Deputy County Counsel**  
Emily R. Fox  
Jeff Hughes

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Christopher Beck, Assistant County Counsel

Date: September 5, 2023

Re: Ordinance of the Mono County Board of Supervisors Adopting Mono County Code  
Section 3.04.035 and Amending Section 3.04.060 – County Purchasing.

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

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

**Discussion**

The within Ordinance, before the Board for introduction, provides two necessary improvements and amendments to the Mono County Code (MCC). First, in adopting MCC Section 3.04.035, the Board will create certain exceptions to the informal and formal purchasing and procurement requirements under the MCC. Particularly this code section will allow for cooperative purchasing ('piggybacking'), wherein Mono County may enter a contract for goods or services, without further procurement, with a contractor when another governmental agency has performed substantially similar procurement for a contractor for goods or services. In order for Mono County to 'piggyback' off another agencies procurement, the following, in summary, must be met: 1) the purchasing agent determines the county will realize overall value by this method, 2) the contract is consistent with all other requirements of the MCC, 3) the other governmental agency procured in a manner substantially similar to Mono County procurement requirements, and 4) the agreement is not a public works contract.

Similarly, to ensure the ability of the county to respond effectively and efficiently to emergency situations, MCC Section 3.04.060 is being amended to better reflect operations and necessities of procuring in emergency situations. This includes allowing emergency contracting for supplies, equipment, or services by the Emergency Services Director in an amount not to exceed \$100,000, by the Emergency Purchasing Agent in an amount not to exceed \$50,000 and by the



County Administrative Officer in an amount determined to be appropriate given the nature of the emergency and the situation.

This ordinance is on your agenda today for introduction (first reading) only. At your September 12, 2023, meeting this item will be returned for adoption and approval. Today the Board is simply being asked to introduce, read the title and waive further reading of the proposed ordinance so that timing aligns with other actions.

Please do not hesitate to reach out to me if you have any questions regarding this item.



ORDINANCE NO. ORD20-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS ADDING SECTION 3.04.035 AND AMENDING SECTION  
3.04.060 OF THE MONO COUNTY CODE TO ADD AN EXCEPTION TO  
COMPETITIVE PURCHASING REQUIREMENTS AND CLARIFYING PURCHASING  
REQUIREMENTS**

**WHEREAS**, Mono County Code (the “Code”), Title 3, relates to Revenue and Finance of the County, and Chapter 3.04 within that Title addresses the purchase of goods and services for the County; and

**WHEREAS**, the Code sets forth detailed requirements for the purchase of goods and services and currently does not have a specific provision to authorize cooperative purchasing; and

**WHEREAS**, having said exception would serve to benefit the County by reducing administrative burdens, comports with best practices, and allowing limited exceptions to the Code’s purchasing and procurement requirements where cooperative purchasing is available; and

**WHEREAS**, Section 3.04.035 of the Code is currently reserved and, accordingly, such additions are proposed to be included under that Section; and

**WHEREAS**, in addition, after the storms that impacted Mono County this past winter, certain revisions to the existing emergency purchasing provisions of the Code, currently found at Section 3.04.060, were identified which will clarify and streamline emergency purchases;

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

**SECTION ONE:** Section 3.04.035 of the Mono County Code is hereby added to the Mono County Code, in its entirety to read as follows:

**“3.04.035 Exceptions.**

The following are exempt from the informal and formal procurement requirements of this chapter. The purchases permitted under this section shall be subject to fair, just and equitable contract conditions.

*A. Purchases Through Cooperative Purchasing Agreements.* Purchases under a cooperative purchasing agreement negotiated by another governmental agency or

1 cooperative purchasing agency (“Agency”) may be utilized for the purchase of  
2 goods, materials, furnishings, equipment, vehicles, rolling stock, supplies and/or  
3 certain services, if all of the following conditions are met:

4 1. The purchasing agent determines that the county will realize overall value by  
5 utilizing the other Agency’s contract or contract terms compared to its own  
6 procedures and contract;

7 2. The contract is consistent with all other requirements of the County Code and is  
8 approved as to form by County Counsel;

9 3. The Agency uses a solicitation method substantially similar to the method  
10 required by this Chapter or some other process designed to ensure fair and  
11 equitable pricing as determined by the purchasing agent; and

12 4. The agreement is not a “public works contract”, as defined in California Public  
13 Contract Code section 1101 or any successor thereto or a contract for professional  
14 services as described in subdivision A of section 3.04.050.

15 B. *Emergency Purchases.* Emergency purchases made in accordance with section  
16 3.04.060 of this Chapter.”

17 **SECTION TWO:** Section 3.04.060 of the Mono County Code is hereby amended in its entirety  
18 to read as follows:

19 **“3.04.060 Emergency Purchases.**

20 A. Subject to paragraphs B, C and D below, the Purchasing Agent, Emergency Services Director  
21 or any County employee designated by the Purchasing Agent as an “Emergency Purchasing  
22 Agent” by the County Administrative Officer or Emergency Services Director may, during a  
23 proclaimed local emergency, make emergency purchases of supplies, equipment or services  
24 without compliance with the informal or formal procurement requirements of this Chapter or  
25 State law, and in excess of the limits set forth in this Chapter, when the supplies, equipment or  
26 services are necessary for the immediate preservation of life or property.

27 B. If the emergency purchase involves a public works contract as defined in California Public  
28 Contract Code section 1101 or any successor thereto, the following procedures must be followed:

29 1. The person making the emergency purchase must report to the Board of Supervisors  
30 within 7 days of taking the emergency action, or at the Board’s next regular meeting  
31 provided that meeting occurs within 14 days of when the emergency action was taken.  
32 The report shall include the reasons justifying why the emergency will not permit a delay  
resulting from a competitive solicitation for bids and why the action is necessary to  
respond to the emergency; and

1 2. The Board of Supervisors shall thereafter review the emergency action at each  
2 regularly-scheduled meeting until the action is terminated and determine, by a four-fifths  
3 vote, that there is a need to continue the action. Notwithstanding the foregoing, if the  
4 Board of Supervisors meets weekly it may, after the initial review, review the  
5 emergency action every 14 days.

6 C. The amount of any contract for supplies, equipment or services provided to the County  
7 related to the local emergency may exceed the limits set forth in this Chapter if the Board of  
8 Supervisors has proclaimed a local emergency pursuant to Government Code section 8630, but  
9 shall be limited as follows:

10 1. For purchases made by the Emergency Services Director, the amount shall not  
11 exceed \$100,000.

12 2. For purchases made by an Emergency Purchasing Agent designated by the  
13 Emergency Services Director or County Administrative Officer, the amount shall not  
14 exceed \$50,000.

15 3. For purchases made by the County Administrative Officer (CAO), the amount shall  
16 not exceed such amount as the CAO, in his or her discretion, determines to be  
17 appropriate given the nature of the emergency and situation. In the event the CAO  
18 determines that Board approval should be obtained, he or she shall agendize the matter  
19 for consideration by the Board.

20 D. The designation of a County employee as an Emergency Purchasing Agent pursuant to this  
21 section shall remain in effect only so long as the declared local emergency remains in effect.”

22 **SECTION THREE:** This ordinance shall become effective 30 days from the date of its  
23 adoption and final passage, which appears immediately below. The Clerk of the Board of  
24 Supervisors shall post this ordinance and also publish it in the manner prescribed by Government  
25 Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the  
26 Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take  
27 effect until 30 days after the date of publication.

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

30 **AYES:**

31 **NOES:**

32 **ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Rhonda Dugan, Chair

Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

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

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Paul Roten, Public Works Director

**SUBJECT** Update on Emergency Repair Benton Crossing Road and Northshore Drive

**AGENDA DESCRIPTION:**

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

Update on emergency road repairs on Benton Crossing Road and Northshore Drive.

**RECOMMENDED ACTION:**

1. Receive update on the status of repairs. 2. Review the emergency action and find that there is a need to continue the repair of Benton Crossing Road and Northshore Drive to make those roads safe for travel before winter snows. 3. Authorize the Public Works Director to continue procuring the necessary equipment, services, and supplies to continue emergency repairs on Benton Crossing Road and Northshore Drive, without giving notice for bids to let contracts. (4/5 vote is required.)

**FISCAL IMPACT:**

The project will be funded with Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (CALOES) assistance.

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** 760-709-0427 / proten@mono.ca.gov

**SEND COPIES TO:**

Susan Peters - speters@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Staff Report Benton Northshore</a></p>
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**History**

Time	Who	Approval
8/23/2023 4:58 PM	County Counsel	Yes

8/21/2023 12:27 PM

Finance

Yes

8/24/2023 8:05 AM

County Administrative Office

Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

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

**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Paul Roten, Director of Public Works and Chad Senior, Associate Engineer  
**Re:** **UPDATE** - Emergency Road Repairs on Benton Crossing Road and Northshore Drive

### **Background and Identified Emergency**

Mono County proclaimed and ratified two emergency declarations due to the 2022/2023 Severe Winter Storms January and March 2023. Both emergency declarations are on-going at this time and will continue until terminated by the Board of Supervisors.

The 2022/2023 winter precipitation caused flooding, debris flows, scouring of road shoulders, saturation of pavement subgrades, all of which necessitated increased heavy equipment movement on Mono County's paved roads, causing failure of previously sound asphalt on many roads county-wide. This damage on Benton Crossing Road and Northshore Drive must be repaired prior to the upcoming winter season. Temporary measures will not be sustainable with required snow removal.

Per Resolution R23-062, the Board made findings, based on the evidence provided, that emergency conditions exist on Benton Crossing Road and Northshore Drive which require immediate repair and cannot be delayed by the time required for a competitive bidding process, so can be performed without solicitation per Public Contract Code section 22050. Further the board authorized the Director of the Department of Public Works to solicit informal quotes and to enter a sole source contract or contracts, approved as to form by County Counsel to complete the work.

### **Update**

In this update Public Works asks the board by a minimum of a 4/5 vote to:

1. Receive this update on the status of repairs as presented.
2. Review the emergency action and find that there is a need to continue the repair of Benton Crossing Road and Northshore Drive to make those roads safe for travel before winter snows.
3. Authorize the Public Works Director to continue procuring the necessary equipment, services, and supplies to continue emergency repairs on Benton Crossing Road and Northshore Drive, without giving notice for bids to let contracts. (4/5 vote is required.)

Please contact me at (760) 924-1812 or by email at [cseior@mono.ca.gov](mailto:cseior@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,

Chad Senior

Associate Engineer





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 5, 2023

**Departments: Economic Development**

**TIME REQUIRED** 20 minutes

**SUBJECT** Yosemite National Park Visitor  
Access Management Plan

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Jeff Simpson, Economic Development  
Director

### AGENDA DESCRIPTION:

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

Presentation by Jeff Simpson regarding the Yosemite National Park Visitor Access Management Plan.

### RECOMMENDED ACTION:

Receive presentation, direct staff to submit a desired public comment letter to Yosemite National Park.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Jeff Simpson

**PHONE/EMAIL:** 760-924-4634 / jsimpson@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[staff report](#)

### History

Time	Who	Approval
8/24/2023 12:08 PM	County Counsel	Yes
8/21/2023 12:43 PM	Finance	Yes
8/30/2023 11:58 AM	County Administrative Office	Yes



# MONO COUNTY ECONOMIC DEVELOPMENT

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546  
(760) 924-4634 • (760) 924-1697 (Fax)

Jeff Simpson  
Economic Development Director  
Jsimpson@mono.ca.gov  
760-924-4634

## STAFF REPORT

SUBJECT: Yosemite National Park Visitor Management Plan

RECOMMENDATION: Receive presentation, direct staff to submit a desired public comment letter to Yosemite National Park.

BACKGROUND:

### **Yosemite National Park Visitor Management Plan**

Ensuring world class experiences, a welcoming environment for all visitors, and protection of nationally significant resources is Yosemite National Park's primary and daily focus. Due to an increase in day-use visitation and changing use patterns, providing for and managing visitor use has been an increasingly complex issue that impacts both park resources and the visitor experience.

The purpose of this plan is to evaluate how different management strategies, including reservation systems, could help meet long-term resource and visitor experience goals. This will be accomplished by engaging in a transparent civic and stakeholder engagement process to discuss and identify key issues and opportunities.

The park also plans to build on lessons learned during the reservation systems from 2020-2022, while considering a range of strategies to address crowding and congestion and improve the visitor experience and resource conditions within the park. The park piloted reservation systems for the last three summers. In 2020 and 2021, the park piloted a reservation system due to the pandemic. In 2022, the park implemented a "peak hours" reservation system due to extensive construction that was going on throughout the park. Data gathered during this three-year period will help inform park management on a range of alternatives to provide for the highest quality visitor access in the future.

### **Public Meetings**

- **Phase 1:** During the first phase of this planning effort Yosemite National Park held a virtual public meeting on **January 17, 2023**, at which park staff provided an overview of

the planning process, described how to provide public comments, and hosted a question-and-answer session. Video recording:

<https://www.nps.gov/media/video/view.htm?id=31713963-45D1-4841-A2F0-A1DB379BA633>

- **Phase 2:** During the second phase of this planning effort Yosemite National Park held a virtual public meeting on **July 19, 2023**, at which park staff and planners provided an overview of the potential strategies, describe how to provide public comments, and host a question-and-answer session. Video Recording  
<https://www.nps.gov/media/video/view.htm?id=72284B25-6F17-402D-8EFE-4B183E7F91CB>

## **Next Steps: Planning Process and Timeline**

Phase 1 (Tentative Dates: October 2022–July 2023):

- Define purpose and need
- Document existing conditions, review data from previous studies
- **Civic Engagement with public stakeholders on issues and values (December 2022 through February 2023)**
- Explore desired conditions
- Determine relevant indicators and thresholds

Phase 2 (Tentative Dates: Summer 2023–May 2024):

- Explore viable concepts and strategies
- **Civic Engagement with public stakeholders on draft strategies (Summer 2023)**
- Assemble concepts and strategies into preliminary alternatives
- Preliminary impact analysis

Phase 3 (Tentative Dates: May 2024–December 2024):

- Confirm alternatives for analysis
- Develop draft plan and initiate compliance
- **Public and stakeholder review of draft plan (tentatively fall 2024)**
- Complete formal consultation and compliance
- Finalize plan and decision documentation

## **Public Comment**

Yosemite National Park is accepting feedback on potential strategies to manage visitor access from July 6 to September 6, 2023.

## **New Possible Solution: Yosemite Community Stakeholders Visitor Access Management Plan**

A new management idea titled “Yosemite Community Stakeholders VAMP Recommendations” dated August 2023, (attached) presents a new innovative, improved approach to managing congestion in the park that is being adopted as a possible solution in the western gateways.

This new solution would be implemented Saturdays and selected Sundays from June 15 – Aug 15 plus Memorial Day & Labor Day weekends:

***EAST YOSEMITE VALLEY MORNING PASS***

- o Provided at entry gates, first come, first served
  - (all gates share common countdown for a fixed # of passes)
- o Passes allow entrance before 1pm to the East Valley past El Cap Meadow turnaround
- o Visitors arriving to gates after Morning Passes run out are invited to enter the East Valley after 1pm and are given information on how to enjoy other areas of the Park in the meantime (and can be texted if the East Valley opens up earlier)
- o Guests overnighiting in Yosemite Valley receive a different ‘Overnight Guest’ East Valley access pass at entry gates
- o Control occurs at El Cap Traffic Diversion as is currently done on busy days
  - Staff, lodging guests and visitors with Morning Passes continue on
  - Others turn left across the river and proceed to other Park destinations
- o Parking in West Valley is open to all before 1pm, with West Valley usage and option to walk/bike/shuttle to East Valley encouraged



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: County Counsel**

**TIME REQUIRED** 20 minutes

**PERSONS APPEARING BEFORE THE BOARD** Stacey Simon, County Counsel

**SUBJECT** Department Update - County Counsel

**AGENDA DESCRIPTION:**

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

Presentation by County Counsel to update the Board and the public on County Counsel functions, activities, operations, goals, and objectives.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)  
No Attachments Available

**History**

Time	Who	Approval
8/30/2023 11:53 AM	County Counsel	Yes
8/21/2023 12:29 PM	Finance	Yes
8/30/2023 11:55 AM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: Public Works**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Paul Roten, Public Works Director

**SUBJECT** Mono County Jail Facility - Update

**AGENDA DESCRIPTION:**

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

Presentation by Public Works Director, Paul Roten regarding the progress in constructing a new Mono County Jail on Twin Lakes Road in Bridgeport.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** 7607090427 / proten@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report BP Jail Update</a>
<input type="checkbox"/> <a href="#">Jail Update</a>

**History**

Time	Who	Approval
8/23/2023 4:57 PM	County Counsel	Yes
8/21/2023 12:23 PM	Finance	Yes

8/24/2023 8:05 AM

County Administrative Office

Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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Date: September 5, 2023  
To: Honorable Chair and Members of the Board of Supervisors  
From: Paul Roten, Public Works Director  
Re: Mono County Adult Detention Facility Update

## **Background:**

With Senate Bill (SB) 844, Mono County was awarded a \$25,000,000 grant to assist in replacing the Mono County Jail in Bridgeport. The following is a rough overview of the process since that time.

February 2017 - The Board selected the option to construct a new facility at the Old Hospital. This location required the demolition of the existing abandoned hospital.

February 2021 – Mono County established a contract with Lionakis for Architectural Services.

February 2022 – Mono County established a contract with Kitchell for Construction Management Services.

November 2022 – Mono County initiated the bid process for Hazardous Material Abatement and Monitoring.

April 2023 – After the record winter of 2022/2023, Hazardous Material Abatement and Monitoring tasks began.

June 2023 – Mono County received approval by the California State Department of Finance to continue the design process.

June 2023 – With oversight by the State Fire Marshall, Bridgeport Utility District performed an Onsite flow test which showed that the existing water system can support the fire flow requirements of the new facility.

July 2023 – Mono County initiated the bid process for Hospital Demolition and Utility Relocation, with bid opening on July 26<sup>th</sup> at 3:00 pm.

## **Discussion:**

The following is a rough overview of the planned schedule moving forward: (Mono County does not have control over Board of State and Community Corrections or the State Fire Marshalls office, both of which have large parts in this project. The schedule is also subject to change due to weather, or other factors.)

July 2023 – Mono County beginning work on Site Compaction bid package.

July 2023 – Lionakis and Kitchell will continue work on the Construction bid package.

August/September 2023 – establish contract for site demolition and utility relocations and begin work.

October/November 2023 – Establish contract for and begin Site Compaction process

November 2023 to March 2024 – Begin Bid Process for Adult Detention Facility Construction.

Spring/Summer 2024 – Begin Construction on Mono County Adult Detention Facility

December 2025 – Begin Occupancy of Facility by Mono County Sheriffs in preparation for inmates.

Please contact me at 760-709-0427 if you have any questions regarding this item.

Respectfully submitted,

Paul Roten





# Mono County Jail Update

July 11, 2023



LIONAKIS



# Mono County Jail Schedule

## ~~▶ Hazardous Material Removal~~

- ▶ Site Preparation
- ▶ Project Schedule
- ▶ Design update
- ▶ Budget update (will be generally included in quarterly updates)
- ▶ Next steps



# Site Preparation - Old Mono Hospital Site

- ▶ ~~Asbestos removal is complete~~
  - ▶ ~~Through an operation that took three phases, the hazardous materials at the hospital were removed~~
  - ▶ ~~The monitoring efforts have now shown that the site materials are safe for normal disposal processes~~
- ▶ Utility Relocation and Demolition
  - ▶ Provide utilities for new Jail
  - ▶ Prepare site for the compaction process
  - ▶ Remove overhead power lines and poles that are in way of new construction

# LRB Process

## STATE LEASE REVENUE BOND FINANCING

Cumbersome Process and Deliverables

- ▶ ~~Project Establishment~~
- ▶ ~~Preliminary Plans (Design Development)~~
- ▶ **Construction Documents**
- ▶ **Ground Lease and Agreements**
- ▶ Authorization to Bid
- ▶ Bid Tabulation and Approval
- ▶ Issuance of Notice to Proceed
- ▶ Construction and Closeout

# LRB Process

## State Agencies Involved in Process:

- ▶ Board of State and Community Corrections (BSCC)
- ▶ State Department of General Services (DGS Real Estate Services Branch)
- ▶ Department of Finance (DOF) and State Public Works Board (SPWB)
- ▶ Office of the State Fire Marshal

# Board of State and Community Corrections Key Milestones

## ▶ ~~Project Establishment~~

- ~~§ Established September 15, 2022 (State Public Works action item)~~

## — ~~Preliminary Plans~~

- ~~§ Prior anticipated approval of February 13, 2023 (packaged November 2022)~~
- ~~§ Anticipated approval end of April 2023 (current update)~~

## Working Drawings

- § Approvals from agencies and DOF
- § Ground Lease approval
- § DOF approval to Bid

## Bidding

- § Bids and conditional BOS approval
- § DOF issuance of Notice to Construct

## Construction

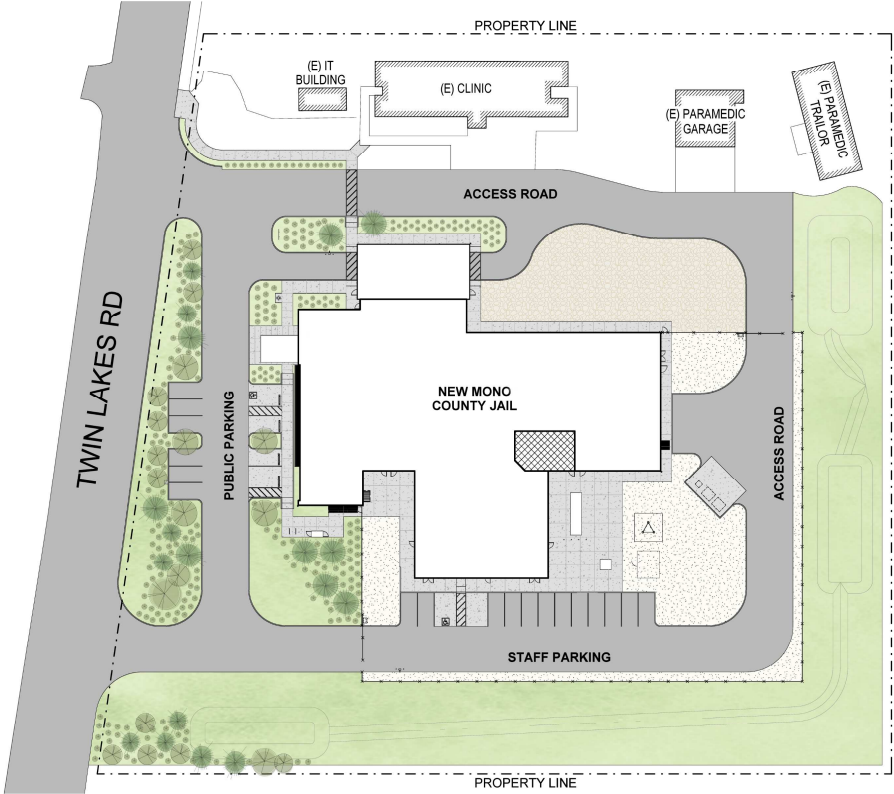


# Design update



Site Location

# Design update



Facility Site Plan



# Design update



Floor Plan

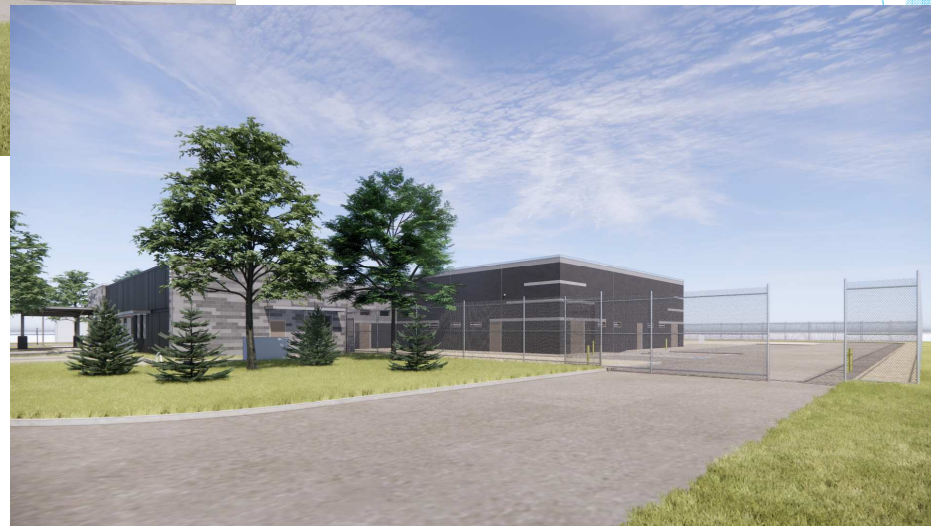
# Design update



Public Front/Entry

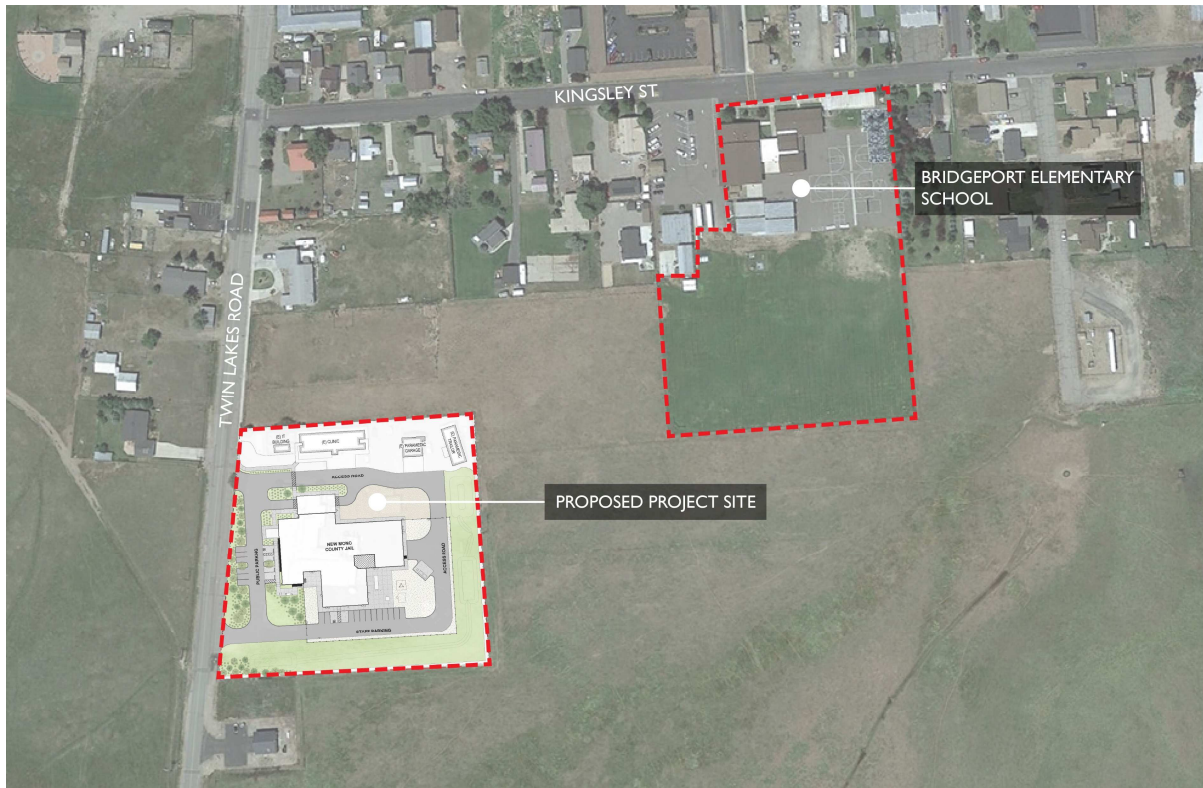


# Design update



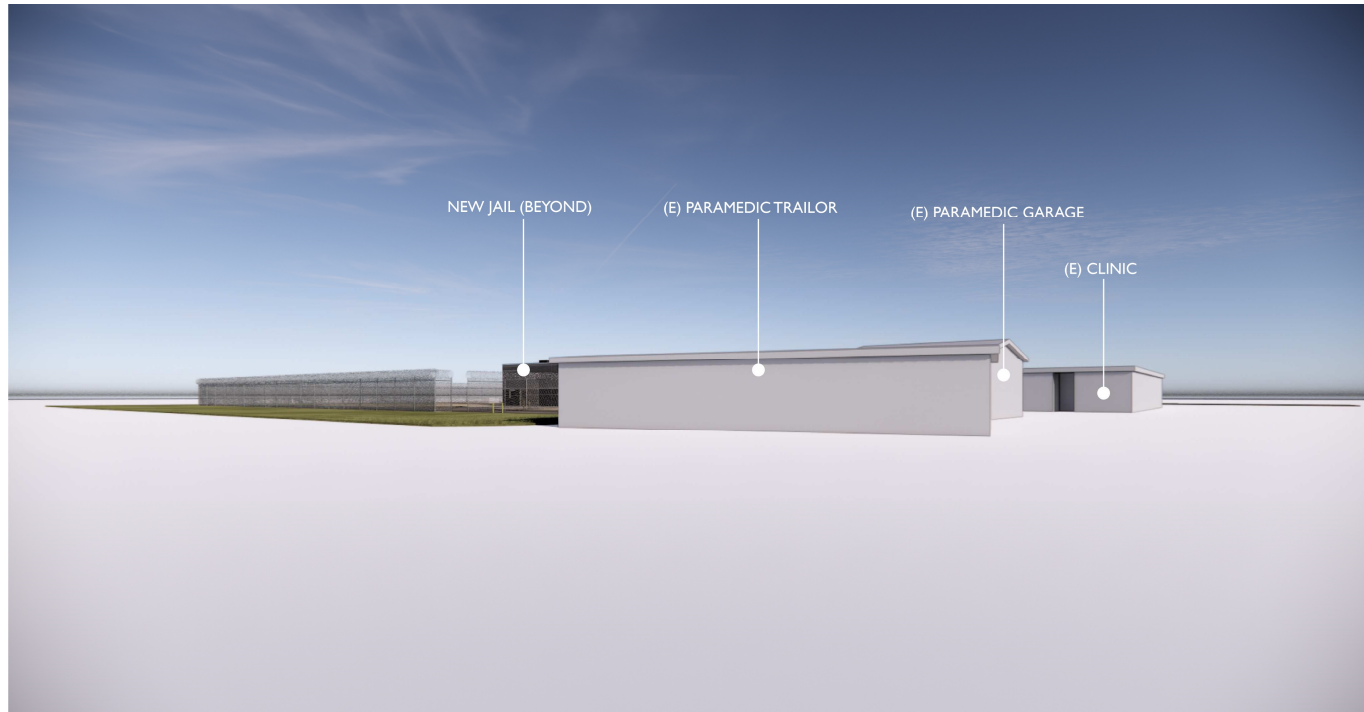
Secure/Controlled Access

# Public Response



Location and Adjacency to School

# Public Response



View from Distant School

# Next Steps

- ▶ ~~Approval of Preliminary Plans~~
- ▶ Make Site Ready
  - ~~§ HazMat process~~
  - § Demolition of old Hospital
  - § Improvement of poor soils
- ▶ Review and Approval of Working Drawings
- ▶ Execution of Ground Lease
- ▶ Bidding
  - § Conditional Award
- ▶ DOF Approval and Notice to Proceed
- ▶ Construction



Questions?





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 5, 2023

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Paul Roten, Public Works Director

**SUBJECT** Hospital Demolition and Utilities Project - Contract Award

**AGENDA DESCRIPTION:**

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

Award Hospital Building Demolition and Utility Relocation Contract, to allow for construction of the new Mono County Jail Facility.

**RECOMMENDED ACTION:**

Authorize the Public Works Director to execute the contract contained in the previously approved bid package for The Hospital Demolition and Utilities Project with the lowest responsible bidder Olcese Construction Company, Inc. of Carson City, Nevada, and execute change orders as necessary within statutory limits.

**FISCAL IMPACT:**

Contract amount is for \$723,250 funded by the Criminal Justice Facility Capital Projects Fund. Although the award is higher than anticipated, there is sufficient amounts included in the contract budget to accommodate the increased cost.

**CONTACT NAME:** Paul Roten

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

**SEND COPIES TO:**

[proten@mono.ca.gov](mailto:proten@mono.ca.gov) [kdodd@mono.ca.gov](mailto:kdodd@mono.ca.gov)  
[speters@mono.ca.gov](mailto:speters@mono.ca.gov)

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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History

Time

Who

Approval

8/22/2023 3:26 PM	County Counsel	Yes
8/28/2023 4:05 PM	Finance	Yes
8/28/2023 10:36 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: September 5<sup>th</sup>, 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Kalen Dodd, County Engineer

Re: Authorization to award the Adult Detention Facility – Hospital Demolition project to Olcese Construction Co. Inc. of Carson City Nevada.

**Background:**

With Senate Bill (SB) 844, Mono County was awarded a \$25,000,000 grant to assist in replacing the Mono County Jail in Bridgeport. The Board selected the option to construct a new facility at the Old Hospital site in February 2017. To prepare for the Jail Construction, the existing Hospital must be demolished, and some site utilities need to be reconfigured to serve the clinic and paramedic building that will remain.

This project will perform utility relocation and demolition of the abandoned hospital in preparation for the new Mono County Jail.

The Board approved the contract and authorized the Public Works Director to award the project to the lowest bidder if the low bid was below the engineers estimate at the July 11<sup>th</sup> 2023 meeting. This Hospital Building Demolition Project was initially estimated to cost \$464,000.

**Discussion:**

The only bid was received from Olcese Construction Co. Inc. of Carson City Nevada for \$723,250 which is higher than the amount previously authorized by the Board and requires re-authorization. Staff suspects that the higher than anticipated cost is due to lack of interest, as local contractors likely remain busy with work from last winter. Recent inflation may have also contributed. Despite the low bid being higher than expected, Staff recommends that the project move forward to remain on schedule.

Staff recommends awarding the contract to the low bidder, and authorizing the Public Works Director to administer the contract, and issue change orders from time to time as necessary.

Please contact Paul Roten at 760 709 0427, or Kalen Dodd at 760 932 5452 if you have any questions regarding this item.

Respectfully submitted,

Kalen Dodd, County Engineer





**OFFICE OF THE CLERK  
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**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    September 5, 2023

**TIME REQUIRED**

**SUBJECT**            Closed Session - Initiation of  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
8/30/2023 11:33 AM	County Counsel	Yes
8/23/2023 1:51 PM	Finance	Yes
8/30/2023 11:58 AM	County Administrative Office	Yes



**OFFICE OF THE CLERK  
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**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 5, 2023

**TIME REQUIRED**

**SUBJECT**             Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
8/24/2023 9:39 AM	County Counsel	Yes
8/21/2023 12:26 PM	Finance	Yes
8/24/2023 2:43 PM	County Administrative Office	Yes

