



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.
Teleconference Only - No Physical Location

Regular Meeting April 5, 2022

TELECONFERENCE INFORMATION

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

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting
http://monocounty.granicus.com/MediaPlayer.php?publish_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/87977644705>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 879 7764 4705

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

To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar ID 879 7764 4705.

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS

A. Recognizing Milestone Anniversaries of County Colleagues

Departments: CAO

30 minutes

(Robert Lawton and Various Department Heads) - Recognize those County employees who reached milestone work anniversaries (5 year increments) during the calendar years 2019 and 2020. At upcoming board meetings, County employees reaching milestone anniversaries during the years 2021 and 2022 will also be recognized.

Recommended Action: Conduct recognition ceremony.

Fiscal Impact: None noted at this time.

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from the March 1, 2022 meeting of the Board of Supervisors.

Recommended Action: Approve the Board Minutes from the March 1, 2022

Regular Meeting.

Fiscal Impact: None.

B. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 2/28/2022.

Recommended Action: Approve the Treasury Transaction Report for the month ending 2/28/2022.

Fiscal Impact: None.

C. Letter of Support for SB 1147 (Borgeas)

Departments: CAO

Letter of support for SB 1147 (Borgeas) which would allow: (1) the Public Administrator for Mono County to be appointed, rather than elected; (2) the removal of Public Administrator functions from the Office of the District Attorney for Mono County; (3) the consolidation of the Office of the Public Administrator with the Office of the Public Guardian.

Recommended Action: Approve proposed letter.

Fiscal Impact: None.

D. Resolution Making Findings under AB 361

Departments: County Counsel

15 minutes

(Stacey Simon, County Counsel) - Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of April 5, 2022 through May 5, 2022.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: None.

E. Letter of Support for Anthem Blue Cross / Medi-Cal Health Plan

Departments: CAO

Anthem Blue Cross / Medi-Cal Health Plan has requested a letter of support for its response to the State's request for proposals for Medi-Cal managed care plan services. At its March 11 meeting, the Board approved a similar letter of support on behalf of Health Net California Health and Wellness and was advised that such letter was non-exclusive in nature. Anthem has now requested a similar letter for inclusion with its RFP response.

Recommended Action: Approve proposed non-exclusive letter of support, and authorize the Chair to sign said letter on the Board's behalf.

Fiscal Impact: None.

F. Anthem Business Associate Agreement

Departments: Public Health

Proposed contract with Anthem pertaining to Business Associate Agreement for the provision one-way data sharing.

Recommended Action: Approve and authorize Bryan Wheeler, Public Health Director, to sign proposed contract. Authorize Bryan Wheeler, Public Health Director, in consultation with County Counsel, to administer contract. This authorization shall include making minor adjustments to said contract from time to time as the Public Health Director may deem necessary, provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Fiscal Impact: There is no fiscal impact. Data sharing agreement only.

G. Contract with Susan Haun dba Strategies by Design for the Provision of Tobacco Education Program Evaluation Services

Departments: Public Health

Proposed contract with Strategies By Design pertaining to the provision of Tobacco Education Program (TEP) Evaluation Services.

Recommended Action: Approve, and authorize Chair to sign, contract with Strategies By Design for the provision of Tobacco Education Program (TEP) Evaluation Services for the period January 1, 2022, through June 30, 2025 and a not-to-exceed amount of \$78,075.

Fiscal Impact: The contract is funded through the California Tobacco Control Program, is a not-to-exceed amount of \$78,075, and was included in the FY 2021-22 budget.

H. 2022 Maintained Mileage

Departments: Public Works - Roads

Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

Recommended Action: Adopt proposed Resolution R22-____, Specifying

Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2022 – 2023.

Fiscal Impact: The proposed action will result in minimal change to the County Maintained Road Mileage from the previous report and is not expected to have any impact on the budget or operations.

I. 2022-2023 California State Parks Off-Highway Vehicle Grant Program

Departments: Sheriff

The Off-Highway Vehicle Grant requires a governing body resolution to approve filing an application for FY 2022-2023 funding and to certify the Board's understanding of the grant requirements.

Recommended Action: Adopt proposed Resolution R22-____, Authorizing the Mono County Sheriff's Office, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the California State Parks Off-Highway Vehicle (OHV) Grant Program for Fiscal Year 2022-23 for an amount not to exceed \$125,000.

Fiscal Impact: Grant will not exceed \$125,000. Matching funds are provided through receipt of OHV license fees with no contribution required from the County's General Fund. In previous years the grant was used to pay for on-going costs associated with OHV patrol and enforcement of California OHV laws applicable in our area. Past grant expenditures include overtime, maintenance, vehicle costs, rents, utilities and occasionally replacement of equipment.

J. Second Amendment to Voting System Replacement Grant 18-G30126

Departments: Elections

The Secretary of State is offering a Voting System Replacement Grant Amendment with state funds to reimburse the County for voting system replacement activities. This is a second amendment to the grant, extending the final date to December 31, 2024.

Recommended Action: 1. Approve and authorize the Mono County Clerk-Recorder-Registrar of Voters to sign Agreement #18G30126 Amendment #2 (Voting System Replacement) with the California Secretary of State for a date extension to December 31, 2024. 2. Increase appropriations in the Elections budget by \$99,607 and increase grant revenues by \$99,607. Requires a 4/5ths vote.

Fiscal Impact: The Elections Department will realize unanticipated revenues of up to \$99,607 in grant funded reimbursement with no match required from county funds.

K. Application from the Registrar of Voters to the Voting Modernization Board for Funding Consideration

Departments: Elections

During the February 9, 2022 Voting Modernization Board (VMB) meeting, the Board voted to accept applications for an additional funding round to reallocate and distribute the estimated \$10.8 million that will remain from the original allotments. Mono County used funds from the original allocation to purchase new voting machines in 2018 and electronic poll pads, and does not need to purchase any new equipment. However, given the recent legislation that every active voter in the State of California be mailed a ballot, the Registrar of Voters would like to purchase equipment to streamline the envelope opening process; she also requests to purchase transport equipment in order to safely and easily transport the electronic poll pads. Attached to the agenda item is the application and equipment examples. The funds require a 3-to-1 match by the County.

Recommended Action: Approve Mono County Board of Supervisors Resolution R22-____, Approving an application from the County Registrar of Voters to the Voting Modernization Board for funding consideration.

Fiscal Impact: Fiscal Impact is \$2,910 in total with \$1,940 being provided by the state and \$970 coming from the Elections department existing budget, as the funds require a 3-to-1 match by the County. No budget adjustment is required to execute the grant if awarded.

L. Authorize Letter of Support for Yosemite Area Regional Transportation System (YARTS) Request for Community Project Funding

Departments: CAO

YARTS is requesting \$500,000 in Community Project Funding through the office of Representative Jim Costa to conduct an electric infrastructure analysis to facilitate replacement of its over-the-road fleet with electric vehicles in compliance with California's 2026 zero-emission fleet regulations. YARTS is a significant presence and support for Mono County; Authorizing this letter will benefit both YARTS and the communities it serves.

Recommended Action: Approve letter and authorize the Chair to execute such letter on the Board's behalf.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

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

A. Letter to the Board of Supervisors Regarding Walker River Irrigation District's Petitions for Temporary Transfer and Change

Notice from the State Water Resources Control Board to the Board of Supervisors regarding Walker River Irrigation District's Petitions for temporary transfer and change involving storage water rights established under the Walker

River Decree, Case No. C-125-Conditional approval and Notice of Draft Report of Special Master for April 5, 2022, Board Meeting.

B. Letter of Support From Mono County Board of Supervisors for Disaster Services and Disaster Response

Board letter urging State of California support for a General Fund investment to provide funding and resources to bolster the ability of county human services departments to prepare for and respond to disasters.

C. IRWM Funding for a Groundwater Model for Tri-Valley Area

Letter from the Mono County Tri-Valley Groundwater Management District (TVGMD) agreeing that Mono County should take the place of the Owens Valley Groundwater Management Agency on the Integrated Regional Water Management (IRWM) group's eligibility list as an applicant for funding for a groundwater model for the Tri-Valley Area.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health
15 minutes

(Robert C. Lawton, CAO; Emily Janoff, Public Health Epidemiologist) - Update on Countywide response and planning related to the COVID-19 pandemic.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Mono County 2022-24 Strategic Plan Update

Departments: County Administrator's Office
30 minutes

(Robert C. Lawton, CAO; Robert Bendorf, MRG Solutions) - Presentation by Robert Bendorf regarding the 2022-2024 Mono County Strategic Plan Update. On March 15, 2022 the Board received a presentation regarding a draft of the Strategic Plan Update following an engagement process which began in the Summer of 2021. Since March 15, additional comments have been received and addressed in this most current version of the plan.

Recommended Action: Approve this draft for subsequent publication and incorporation into the work plans of the County Administrator's Office and County departments.

Fiscal Impact: None.

C. Enterprise Fleet Management

Departments: Public Works - Fleet

15 minutes

(Kevin Julian, Road Operations Superintendent) - Enterprise Fleet Management offers solutions to vehicle acquisition and overall fleet management in ways that have significant potential to help Mono County modernize our fleet while saving money. Signing of the Master Equity Lease Agreement is the first step in entering into this partnership with Enterprise.

Recommended Action: 1) Authorize board chair to sign Master Equity Lease Agreement with Enterprise Fleet Management; 2) Provide direction as necessary on the execution of subsequent lease agreements for vehicle acquisition.

Fiscal Impact: There is no cost associated with the Master Equity Lease Agreement.

8. 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.

9. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

10. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: CAO

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert Lawton and Various
Department Heads

SUBJECT Recognizing Milestone Anniversaries
of County Colleagues

AGENDA DESCRIPTION:

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

Recognize those County employees who reached milestone work anniversaries (5 year increments) during the calendar years 2019 and 2020. At upcoming board meetings, County employees reaching milestone anniversaries during the years 2021 and 2022 will also be recognized.

RECOMMENDED ACTION:

Conduct recognition ceremony.

FISCAL IMPACT:

None noted at this time.

CONTACT NAME: Cheyenne Stone

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> 2019-2020 County Employee Recognitions</p>

History

Time	Who	Approval
4/1/2022 12:02 PM	County Counsel	Yes
3/30/2022 4:39 PM	Finance	Yes
4/1/2022 2:26 PM	County Administrative Office	Yes

Colleague Recognition



Thank you for your dedicated service to
the County of Mono!

2019/2020 Honorees

Tuesday, April 5, 2022

Board of Supervisors Meeting 9:00 A.M.

Board of Supervisors - Bob Gardner, Chair

County Administrative Officer - Bob Lawton

National County Government Month—April, 2022

This year's theme: Counties **THRIVE**

1. **Technology**—equipping counties to expand broadband access to ensure all residents can learn, do business, and communicate effectively.
2. **Health**—improving our overall health and well-being.
3. **Readiness**—preparing the county workforce to gain the skills they need.
4. **Infrastructure**—strengthening resilience and the backbone of our communities.
5. **Vulnerable communities**—advancing equity, strengthening the safety net, and ensuring that our residents have the help they need.
6. **Economic opportunities**—creating conditions for all of us to compete in the 21st century economy.

Department Head Introductions (3-5 minutes)

During this time, when their departments are announced, colleagues are asked to raise hands on the Zoom platform and to remain on until the next department is called.

Behavioral Health

Tessa Coker-Knutson - 5 years

Community Development

Wendy Sugimura - 10 years

Gerry LeFrancois - 25 years

James Shoffner - 20 years

Nick Criss - 15 years

Jason Davenport - 10 years

County Counsel

Stacey Simon - 20 years

Jay Sloane - 5 years

District Attorney

Timothy Kendall - 20 years

Emergency Medical Services

Kevin Douda - 20 years

Neil Bryan Bullock - 15 years

Kevin Smith - 15 years

Penny Galvin - 10 years

Fletcher Buccowich - 5 years

Lundy Schneider - 5 years

IT/Support

Nate Greenberg - 15 years

Joel Hickok - 5 years

Probation

Dylan Whitmore - 10 years

Jon Himelhoch - 5 years

Public Health

Luz Olivia Mijares-Wilson - 15 years

David Humes - 10 years

Christopher Babula - 10 years

Public Works

Shelley Moore - 20 years

Judy Curti - 10 years

Eric Duro - 10 years

Claude Fiddler - 10 years

Donald Nunn - 10 years

Craig Leyland - 5 years

Sheriff

Ingrid Braun - 5 years

Alfredo Cueva - 20 years

Ricci Reigle - 15 years

Mark Hanson - 10 years

Juan Carlos Hernandez - 5 years

Social Services

Alexis Cannon - 5 years

Wendy Guzman-Rangel - 5 years

*Thank
You*



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the March 1, 2022 meeting of the Board of Supervisors.

RECOMMENDED ACTION:

Approve the Board Minutes from the March 1, 2022 Regular Meeting.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[March 1 DRAFT Meeting Minutes](#)

History

Time	Who	Approval
3/30/2022 10:36 AM	County Counsel	Yes
3/23/2022 9:18 AM	Finance	Yes
4/1/2022 2:17 PM	County Administrative Office	Yes



**DRAFT MEETING MINUTES
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.
Teleconference Only - No Physical Location

**Regular Meeting
March 1, 2022**

Backup Recording	Zoom
Minute Orders	M22-037 – M22-044
Resolutions	R22-020 – R22-024
Ordinance	ORD22-02 Not Used

9:00 AM Call meeting to Order by Chair Gardner

Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).

Supervisors Absent: None.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015, forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>

Pledge of Allegiance led by Supervisor Duggan

Chair Gardner:

- *“It is our choices...that show what we truly are, far more than our abilities”. -J.K. Rowling*

Supervisor Peters

- Requests to dedicate this meeting to Donna Roberts and Adjourned in her memory

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD - NONE

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

Robert C. Lawton, CAO

- Item 7G - Conway Ranch Lease Agreement Second Amendment to be moved to 3/15 Meeting – Board members have no concern
- NACo Annual Legislative Conference, 2/11-2/16, serviced on the Finance Pensions intergovernmental affairs Committee
- 2/18 – Participated in Business Round Table
- Area Managers Meeting – Monthly Meeting
- Supported Recruiter for Fire Chief, Position at the Mammoth Lakes Fire Protection District
- Participated meeting for the Jail Project
- 3/8 – Introducing Housing Opportunities Manager - Sanjay Choudhrie

Supervisor Kreitz

- Welcomes Sanjay Choudhrie, wants to be sure that Sanjay has the April Housing California Annual Conference on his radar
- Requesting formal discussion of when we will be meeting in person

4. DEPARTMENT/COMMISSION REPORTS

Joe Blanchard, Public Works Parks & Facilities Superintendent

- Twin Lakes Annex - Water Main failure was repaired
- This weekend there was another failure in a new section, and they are making additional repairs
- Recognizes Facilities Staff for working in subzero weather and on the weekends: Tony Iniguez, Moises Cornejo, John Rockwell, and Eric Ellits

Supervisor Peters

- Recognized and thanked Facilities Staff – Public Works for their hard work
- Would like to get back “in person” for Board Meetings

Stacey Simon, County Counsel

- Refers to the Board - Suggested to agendize a discussion to meet back in person, possibly can be in coordination with the renewal of the Item AB 361.

Justin Nalder, Solid Waste Superintendent / Environmental Manager

- Considering how to get funds from “Clean California” to Mono County, had a “free dump” day in Walker, 2nd event in county
- Caltrans sponsors events throughout the county
- 4/23 – Benton Crossing - free dump day

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- 5/14 and 5/15 Benton and Chalfant – free dump day
- June – Paradise and Pumice Valley – still working out the details
- Propane Cylinder Exchange Program – has Grant Funds

Supervisor Peters

- Requested a “free dump day” for Bridgeport

Tony Dublino, Public Works Director

- Update at Civic Center – Robelin (Contractor) – Improving Mechanical Yard – Failure of one of the heat packs in the HVAC System, causing to lose heat on Thursday (reported) at the Civic Center (some offices), Friday Technicians and Sub-Contractors were on site to try to solve the problem
- Yesterday determined that the leak was underground, a “work around” will be started today/tomorrow, then heat pumps will be operating but there will be excavate the line to determine long term fix.

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from the February 1, 2022, meeting of the Board of Supervisors.

Action: Approve the Board Minutes from the Regular Meeting on February 1, 2022.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-037

B. First 5 Mono County Appointment Request - Dr. Caryn Slack

Departments: First 5, sponsored by Supervisor Gardner

Request for Board of Supervisors to appoint Dr. Caryn Slack to the First 5 Mono County Children and Families Commission.

Action: Appoint Dr. Caryn Slack to the First 5 Mono County Children and Families Commission, indefinitely, or until she no longer holds the position of County Health Officer.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

M22-038

C. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 1/31/2022.

Action: Approve the Treasury Transaction Report for the month ending 1/31/2022.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-039

D. Public Health WeVax+ Subcontract Amendment

Departments: Public Health

Approve, and authorize Bryan Wheeler, Public Health Director, to sign, contract with Public Health Institute for WeVax+ Subcontract Amendment 1 for the period July 1, 2021, through April 30, 2022, and a not-to-exceed amount of \$350,000.

Action: Approve and authorize Bryan Wheeler, Public Health Director, to sign proposed contract amendment. Authorize Bryan Wheeler, Public Health Director, in consultation with County Counsel, to administer contract. This authorization shall include making minor adjustments to said contract from time to time as the Public Health Director may deem necessary, provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-040

6. CORRESPONDENCE RECEIVED

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

A. Letter from U.S. Forest Service to the Lee Vining Chamber of Commerce in Response Letter Regarding Forest Closures

A letter from Regional Forester Eberlien to the Lee Vining Chamber of Commerce in response letter regarding forest closures sent November 30, 2021.

Chair Gardner:

- Very positive response – Refreshing willingness to meet

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

7. REGULAR AGENDA - MORNING

A. Introduction of Mammoth District Ranger Fred Wong

Departments: Board of Supervisors

(Fred Wong, Mammoth District Ranger) - Introduction of new Mammoth District Ranger Fred Wong.

- Been in position for a month and a half, looking forward to meeting everyone in person
- 20-year Federal Government employee, BLM/Forest Service
- Eastern Sierras Community and Climate Resilience Project – currently working on
- Passionate about the Farm Bill – 2018
- Goal is to provide - Affordable Housing for Federal, County and Town Employees
- Spoke with Supervisor Corless, and the town about opening lines of communication. Reaching out to the County as well

Action: None.

B. Mono Arts Council Program Update and Resolution Naming Mono Arts Council as Mono County's State-Local Partner for the California Arts Council's State-Local Partnership Program (SLPP)

Departments: Board of Supervisors, Sponsored by Supervisor Corless

(Kristin Reese, MAC Executive Director; Christopher Platt, MAC Board Chair) - Mono Arts Council's mission is to facilitate and encourage art appreciate through education, advocacy and art-inspired programs and events. Mono Arts Council (MAC) provides arts education programs in Mono County schools as well as summer and after-school arts camps and activities. The State-Local Partnership Program (SLPP) provides general operating support and technical assistance for county-designated local arts agencies. The purpose of the SLPP is to foster cultural development on the local level through a partnership between the State and the counties of California.

Kristin Reese, MAC Executive Director

- Presented Item
- Thank you to Mono County for Grant Funding

Christopher Platt, MAC Board Chair

- Presented Document form the California Arts Council Report

Supervisors Corless, Duggan and Peters – Expressed their appreciation for this program

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Action: Approve a resolution designating Mono Arts Council as the local partner for the California Arts Council's State-Local Partnership Program (SLPP) and supporting Mono Arts Council's 2022 CAC grant application.

Corless motion. Kreitz seconded

Vote: 5 yes, 0 no

R22-020

C. First 5 Fiscal Year 2020-21 Evaluation Report

Departments: First 5, sponsored by Supervisor Gardner

(Molly DesBaillets, First 5 Executive Director) - Evaluation of services provided to families and children prenatal to five years old in Mono County for Fiscal Year 2020-21.

Molly DesBaillets, First 5 Executive Director

- Presented Item

Action: Receive a report of activities and evaluation results from First 5 Mono County and provide comments about services to families prenatal to five.

D. Ordinance Amending Mono County Code Chapter 7.90 (First 5)

Departments: County Counsel

(Stacey Simon, County Counsel) - An Ordinance of the Mono County Board of Supervisors amending chapter 7.90, Sections 050 and 060 of the Mono County Code to omit guidance regarding the staggering of initial terms, amend commission member term lengths, and fix the number of appointed members at seven.

- **County Counsel Stacey Simon** - Explains Ordinance

Duggan motion. Kreitz seconded

Vote: 5 yes, 0 no

M22-041

Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

E. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Bryan Wheeler, Mono County Director of Health

- Presented item
- Possible Hybrid Model for near future board meetings

Supervisor Kreitz

- “Is there any update to our Local Health Emergencies”?

County Counsel Simon – Looking for board direction to terminate our Local Declaration of Emergency – possibly discuss sometime in May, possibly May 3

Break: 10:31 AM

Reconvened: 10:36 PM

Action: None.

F. Mountain View Fire Update and Review of Emergency Declarations

Departments: Mountain View Fire Emergency Operations Center

(Justin Nalder, MVF EOC Director) - Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire

Justin Nalder, MVF EOC Director

- Presented Item

Supervisor Peters

- Mentions the project going on north of Mono County in the Halbrook Junction – Antelope Valley residents are interested in figuring out how to integrate projects like that to our County.
- Inquires of the status of the determination of cause of the fire

Action: Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts. Find that there is a need to continue the local state of emergency declared on November 17, 2020, and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-042

G. Conway Ranch Lease Agreement Second Amendment

Departments: Public Works - Solid Waste

(Justin Nalder, Solid Waste Superintendent) - Amendment to the Conway Ranch

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Cattle Grazing Lease Agreement which allows for the inclusion of the Bowl Meadow into the approved grazing area.

- **Item deferred to 3/15 Meeting**

Action: 1) Find that the County's entry into an amended lease agreement for the inclusion of the Bowl Meadow into the approved grazing area is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1: Existing Facilities); and direct staff to file a Notice of Exemption with the County Clerk's Office 2) Approve, and authorize Chair to sign Agreement and Second Amendment to the Conway Ranch Grazing Lease with Hunewill Land and Cattle Company, Inc. for cattle grazing on Conway Ranch for the period, previously agreed upon, ending on December 31, 2026, wherein revenues are collected at \$5/Animal Unit Month (AUM).

H. Solid Waste Transition - CEQA Analysis

Departments: Public Works

(Tony Dublino, Director of Public Works) - Request to expand the scope of the California Environmental Quality Act analysis of the County's upcoming Solid Waste Program transition to include the analysis of a transfer station located at Pumice Valley Landfill.

Tony Dublino, Director of Public Works

- **Presented Item**

Action: Authorize staff to expand the scope of the California Environmental Quality Act (CEQA) Analysis to include a long-haul transfer alternative based at the Pumice Valley Landfill site.

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

M22-043

I. Financial Commitment Resolution for SB844 Jail Construction Project

Departments: Public Works; Finance

(Tony Dublino, Director of Public Works; Janet Dutcher, Finance Director; Emily Fox, Deputy County Counsel) - Resolution committing additional funds to the new Bridgeport jail construction project.

Janet Dutcher, Mono County Director of Finance

- Presented Financial Slideshow

Note:

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Tony Dublino, Director of Public Works

- Have the final approval from the BSCC to establish project

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

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-021

J. Mono County Local Road Safety Plan

Departments: Public Works Engineering

(Chad Senior, Associate Engineer) - Presentation by Chad Senior, Associate Engineer regarding development of a Local Road Safety Plan for Mono County.

Chad Senior, Associate Engineer

- **Presented Item**

Supervisor Corless

- Expressed making sure this report lines up for proper funding

Supervisor Peters

- Expressed concern for Walker and Bridgeport, the middle turning lane is being using a passing lane

Action: Receive presentation on Mono County's Local Road Safety Plan currently under development. Provide input and direction to staff developing safety plan vision, goals, and emphasis areas. Notify constituents for direct input and participation in the Mono County Road Safety Survey located on the Mono County website.

K. June Lake Village Speed Limits

Departments: Public Works Engineering

(Paul Roten, County Engineer) - Proposed resolution "A Resolution of the Mono County Board of Supervisors Accepting the Engineering and Traffic Survey and Confirming and Updating Speed Limits in the June Lake Village"

Paul Roten, County Engineer

- Presented Item

Action: Adopt Resolution R22-22 "A Resolution of the Mono County Board of Supervisors Accepting the Engineering and Traffic Survey and Confirming and Updating Speed Limits in the June Lake Village", which; Accepts the engineering and traffic survey (E&TS); and sets the speed limit in the June Lake Village to 15 miles per hour; and Directs staff to post or change speed limit signs with the "June Lake Village Pedestrian Safety Project". Provide any desired direction to

Note:

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staff.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

R22-022

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

9. CLOSED SESSION

Closed Session: 12:00 PM

Reconvened: 1:02 PM

No action to report out of Closed Session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Workers' Compensation claim of Charles Clark.

C. Closed Session - Public Employee Evaluation

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

10. 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.

Note:

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(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.

11. REGULAR AGENDA - AFTERNOON

A. Resolution Closing the Office of the County Clerk - Recorder on 2022 Election Days

Departments: Elections

(Scheereen Dedman, Registrar of Voters) - The Clerk-Recorder's office has seen many changes in staff and workload in the past year. There has also been a national hardship on hiring staff. Due to the increased workload and the struggle to hire additional help including temporary staff and poll workers, the Clerk-Recorder-Registrar is requesting to close the office to the public who are seeking the services of the County Clerk-Recorder on June 7, 2022 and November 8, 2022, the Primary and General Election dates respectively and on future Election dates unless the Clerk/Recorder determines that sufficient staff is available to maintain office operations. The office will remain open to the public who are seeking the services of the Registrar of Voters. E-recording will still be completed on those days. By closing the office to the public on election days, it will allow staff to assist with the election fully, including receiving ballots from voters in person, picking up ballots from drop boxes throughout the day, and assisting at poll places and when needed.

Scheereen Dedman, Mono County Registrar of Voters

- Presented Item
- Introduced Clerk Recorder's Office Staff

Action: Approve Resolution R22-023 of the Mono County Board of Supervisors Closing the Office of the County Clerk-Recorder to the Public on the Days of the June 7, 2022, Primary Election and the November 8, 2022, General Election.

Fiscal Impact: None.

Peters motion. Kreitz seconded.

Vote: 5 yes, 0 no

R22-023

B. Employment Agreement - Assistant Assessor

Departments: CAO and Assessor

(Robert C. Lawton, CAO) - Proposed resolution approving a contract

Note:

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with Tracy Morgan as Assistant Assessor, and prescribing the compensation, appointment, and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution R22-24, approving a contract with Tracy Morgan as Assistant Assessor, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Robert C. Lawton, CAO

- Presented Item

Fiscal Impact: Total cost of salary and benefits for FY 2021-22 is \$46,632, of which \$36,585 is salary, and \$10,048 is benefits. This is included in the County Assessor's budget. The cost for an entire fiscal year would be approximately \$139,897 of which \$109,754 is salary and \$30,143 is the cost of benefits.

Duggan motion. Corless seconded.

Vote: 5 yes, 0 no

R22-024

C. Workshop on Potential Short-Term Rental Moratorium

Departments: Community Development

(Bentley Regehr, Planning Analyst) - Presentation by Bentley Regehr regarding options for a potential short-term rental moratorium.

Bentley Regehr, Planning Analyst

- Presented Item

Supervisors Preference:

Corless – option 2

Duggan – needs more discussion with Planning Commission,

Gardner – worth pursuing

Kreitz – would like to “put the brakes on”

Peters – not in support of purposed or hybrid currently

Break: 1:56 PM

Reconvened: 2:02 PM

- **Don Morton – Public Comment**

Action: Provide any desired direction to staff.

Note:

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Fiscal Impact: None

D. 2022 - 2024 Information Technology Strategic Plan

Departments: Information Technology

(Nate Greenberg, IT Director) - This item will review the progress and accomplishments achieved under the 2019 - 2021 IT Strategic Plan, then provide an overview of the 2022 - 2024 IT Strategic Plan.

Action: Adopt the 2022 - 2024 Information Technology Strategic Plan

Corless moved; seconded

Vote: 5 yes, 0 no

M22-044

12. BOARD MEMBER REPORTS

Chair Gardner

- On Tuesday Feb. 8 I met with the Mono Basin Housing Committee. The Committee has identified a County-owned parcel in Lee Vining, which could be used for affordable housing. The Committee is pursuing further research to see what housing might be possible.
- On Wednesday Feb. 9 I participated in the monthly meeting of the Mono Basin RPAC. Topics at that meeting included an update on the Lee Vining Main Street Caltrans Project, discussion of bear activity in the Mono Basin, and an update from the Inyo National Forest North Mono District Ranger.
- From Feb. 11 to Feb. 16, I participated with my Board colleagues in the NACO Legislative Conference in Washington, DC. I led a panel on workforce housing issues at resort communities in the West and attended several other presentations during the conference.
- On Wednesday Feb. 16 I participated in the monthly meeting of the Mono Basin Fire Safe Council. Topics at that meeting included scheduling of fuel and firebreaks work by the Inyo national Forest in the Mono City area, continued concern about the status of the fire escape road east of the Mono City area, and fire prevention banner ideas for the 2022 summer season.
- On Friday, Feb. 18 I participated in another planning meeting for the Children's Summit to be held on July 13.
- Also, on Feb. 18 I coordinated a meeting with several federal and state officials and other interested people about the problem of wild horses in the Mono Basin. We reviewed the current situation and discussed

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possible solutions. A strategy based on education, volunteer work, and coordinated policy and enforcement is being pursued.

- On Monday, Feb. 21 I met with Supervisor Kreitz and others to talk about the status of our strategic planning initiative.
- On Tuesday Feb. 22 I joined the Board for our special meeting on the mid-year budget update.
- On Thursday, Feb. 24 I participated in a meeting with the House Natural Resources Subcommittee on Indigenous Peoples to talk about the status of the legislation introduced last June by our Congressional Representative Jay Obernolte, to provide federal recognition of the Mono Basin Kutzadika Tribe. Surprisingly, the Subcommittee staff were not aware of the bill, but asked that I arrange a meeting with Charlotte Lange, the Tribal Council Chair, to talk about the bill. That meeting is set for tomorrow.

Supervisor Kreitz

- I attended the NACo Annual Legislative Conference - February 12th -16th in Washington D.C.
- February 17th, I participated in the regular, quarterly Mono County Treasury Oversight Committee meeting.
- Throughout the past month I've participated in a copious amount of special Eastern Sierra CoC meetings - some just with the CoC members and some with both CoC members and the State HCD staff. HCD has expedited reimbursement to IMACA with a three-day turnaround on payment.
- February 21 the Mono County Strategic Plan ad-hoc Committee met to review the draft plan.
- I participated in this year's point in time count on February 23, which HUD moved from the last week in January to the last week in February due to the omicron breakout. It was an extremely cold day here in Mammoth Lakes. I did encounter one person that was homeless without a car, camping in the woods, and working in town. All other homeless folks I encountered were living out of their vehicles. All would like for there to be a designated place to park, where the MLPD wouldn't kick them out of, and that provided bathrooms. They all were said they would be happy to pay for such a place.
- Monday, February 28th I participated in a special meeting of the Mono County LTC. We received an update on the Local Transportation Funds (LTF) which came in roughly \$242,000 above projections. These funds are passed through to ESTA and are most likely to be used to offset the wage increases recently approved for staff. We received a high-level update from Caltrans on the Lee Vining streets rehabilitation project. Feedback on the draft environmental report is open through March 4th

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and can be found on the District 9 website

Supervisor Corless

- 2/8-14: In DC with RCRC officers, had numerous meetings with several members of the CA delegation, most notably Sen Feinstein at her office. Also met with federal officials, including USFS Chief Randy Moore, and Dept of Transportation Deputy Secretary Polly Trottenberg and staff focused on rural transportation programs and funding through the Bipartisan Infrastructure Law.
- Attended NACo legislative conference through Sunday the 13th
- Happy to have passed an interim resolution through the Public Lands Steering Committee supporting the "Reconciliation in Place Names Act" and related Secretarial orders from DOI Sec. Haaland, along with Chair Gardner.
- 2/14-15: Attended Visit California Outlook Forum (at my own expense), excellent presentations about the status of international travel, visitation trends and forecasts.
- 2/17: Met with recruiter working on Mammoth Lakes Fire Dept. Chief recruitment process
- 2/22: Town-County Liaison Committee: finalizing agenda for 3/15
- 2/23-25: Meetings related to Wildfire and Forest Resilience Task Force work and wildfire prevention, communication around wildfire
- RCRC monthly legislative update
- Golden State Connect Executive Committee Meeting:
- Approved MOU with UTOPIA to develop network administration agreement. Background: RCRC's Rural Broadband Initiative ("Phase 3: Implement open-access municipal broadband demonstration projects") proposes that Golden State Connect Authority will identify and pursue appropriate projects to install broadband fiber utilizing an open-access, public-benefit, municipal model beginning with select initial locations and then expanding to additional project areas. Successful development and operation of such broadband networks will initially require that GSCA partner with an organization experienced in the administration of open-access broadband infrastructure. Utah Telecommunication Open Infrastructure Agency (UTOPIA) is an "interlocal entity" (the equivalent to a JPA) comprised of 11 Utah cities that joined together in 2004 to build, deploy, and operate a fiber to the home (FTTH) network to every business and household within their communities. UTOPIA and its affiliated organization Utah Infrastructure Agency presently operate an open-access broadband network that provides connection opportunities to approximately 125,000 residences and business and is growing rapidly. UTOPIA's open-access business model is considered an industry leader in municipal broadband and represents the largest publicly owned network in the country.

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- SCE/USC Emergency Preparedness Summit

Supervisor Peters

- I attended the NACo Annual Legislative Conference - February 12th -16th in Washington D.C.
- Attend Rural Action Caucus – Vice Chair
- WIR Meeting – Presentations by:
 - Transportation, U.S. Forest, Wildland Fire Leadership Counsel, National Endangered Species Act Reform Collation, Legislative Budget Update
- Attended the California Caucus
- Monday, February 28th I participated in a special meeting of the Mono County LTC
- Attended Committee Meeting - Vice Chair on Human Services and Education – Plan for and Recovery for a Disaster
- Met with Bryan from U.S. Forest Service – Forest Closures
- Attend IMACA Emergency meetings
- 4th of July Fundraiser Dinner Saturday 3/5
- Recognizes the Coleville High School Girls Basketball team for winning State

Supervisor Duggan

- I attended (virtually) the NACo Annual Legislative Conference - February 12th -16th in Washington D.C.
- Attend Rural Action Caucus
- Attend IMACA Emergency meetings
- Monday, February 28th I participated in a special meeting of the Mono County LTC

ADJOURNED AT 2:57 PM in memory of *Donna Roberts*.

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**DANIELLE PATRICK
SENIOR DEPUTY CLERK – ELECTIONS ASSISTANT**

Note:

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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

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 2/28/2022.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 2/28/2022.

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
Treasury Transaction Report for the month ending 2/28/2022

History

Time	Who	Approval
3/17/2022 2:01 PM	County Counsel	Yes
3/8/2022 3:07 PM	Finance	Yes
4/1/2022 2:25 PM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 1/31/2022, End Date: 2/28/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	2/2/2022	742718FV6	500,000.00	Proctor & Gamble Co. 1.9 2/1/2027	100.12	500,595.00	26.39	1.87	500,621.39
Buy	2/11/2022	3130AQJ20	900,000.00	FHLB Step 1/26/2026-23	98.12	883,053.00	281.25	2.00	883,334.25
Buy	2/16/2022	3133ENPB0	1,000,000.00	FFCB 2.18 2/16/2027-24	100.00	1,000,000.00	0.00	2.18	1,000,000.00
Buy	2/18/2022	59161YAP1	249,000.00	Metro Credit Union 1.7 2/18/2027	100.00	249,000.00	0.00	1.70	249,000.00
Buy	2/23/2022	07371AYE7	247,000.00	Beal Bank, a Texas State Bank 1.9 2/17/2027	100.00	247,000.00	0.00	1.90	247,000.00
Buy	2/23/2022	07371CE88	247,000.00	Beal Bank USA 1.9 2/17/2027	100.00	247,000.00	0.00	1.90	247,000.00
Subtotal			3,143,000.00			3,126,648.00	307.64		3,126,955.64
Deposit	2/28/2022	OAKVALLEY0670	1,095.01	Oak Valley Bank Cash	100.00	1,095.01	0.00	0.00	1,095.01
Deposit	2/28/2022	OAKVALLEY0670	14,089,934.68	Oak Valley Bank Cash	100.00	14,089,934.68	0.00	0.00	14,089,934.68
Subtotal			14,091,029.69			14,091,029.69	0.00		14,091,029.69
Total Buy Transactions			17,234,029.69			17,217,677.69	307.64		17,217,985.33
Sell Transactions									
Called	2/15/2022	91159HHC7	500,000.00	US Bancorp 3 3/15/2022-22	0.00	500,000.00	6,250.00	0.00	506,250.00
Subtotal			500,000.00			500,000.00	6,250.00		506,250.00
Matured	2/9/2022	037833AY6	500,000.00	Apple Inc 2.15 2/9/2022-15	0.00	500,000.00	0.00	0.00	500,000.00
Matured	2/25/2022	330459BY3	245,000.00	FNB BANK INC 2 2/25/2022	0.00	245,000.00	0.00	0.00	245,000.00
Subtotal			745,000.00			745,000.00	0.00		745,000.00
Withdraw	2/1/2022	FIT	500,000.00	Funds in Transit Cash	0.00	500,000.00	0.00	0.00	500,000.00
Withdraw	2/18/2022	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	2/24/2022	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	2/28/2022	OAKVALLEY0670	12,609,700.81	Oak Valley Bank Cash	0.00	12,609,700.81	0.00	0.00	12,609,700.81
Subtotal			17,109,700.81			17,109,700.81	0.00		17,109,700.81
Total Sell Transactions			18,354,700.81			18,354,700.81	6,250.00		18,360,950.81
Interest/Dividends									
Interest	2/1/2022	796711G86	0.00	San Bernardino City USD 0.984 8/1/2024		0.00	1,648.20	0.00	1,648.20
Interest	2/1/2022	798189PW0	0.00	San Jose Evergreen Community College Dist 1.908 8/		0.00	2,385.00	0.00	2,385.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 1/31/2022, End Date: 2/28/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	2/1/2022	630362ER8	0.00	Napa Valley Unified School District 1.094 8/1/2026		0.00	2,491.89	0.00	2,491.89
Interest	2/1/2022	54473ENR1	0.00	Los Angeles Cnty Public Wks 6.091 8/1/2022-10		0.00	15,227.50	0.00	15,227.50
Interest	2/1/2022	845389JH9	0.00	Southwestern Community College GO 0.891 8/1/2025		0.00	2,227.50	0.00	2,227.50
Interest	2/1/2022	9523472G6	0.00	West Contra Costa USD 2.077 8/1/2026		0.00	5,036.73	0.00	5,036.73
Interest	2/1/2022	459200HG9	0.00	International Business Machine Corp 1.875 8/1/2022		0.00	4,687.50	0.00	4,687.50
Interest	2/1/2022	080495HP2	0.00	Belmont-Redwood Shores Sch Dist 1.099 8/1/2026		0.00	1,134.72	0.00	1,134.72
Interest	2/1/2022	798170AF3	0.00	San Jose RDA Successor Agency 2.828 8/1/2023		0.00	4,312.70	0.00	4,312.70
Interest	2/1/2022	777526MP6	0.00	Rosemead School District 2.042 8/1/2024		0.00	3,573.50	0.00	3,573.50
Interest	2/1/2022	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	2/1/2022	098203VW9	0.00	Bonita Unified School District 1.054 8/1/2025		0.00	1,317.50	0.00	1,317.50
Interest	2/1/2022	250433TY5	0.00	Desert Sands Unified School District 1.544 8/1/202		0.00	2,354.60	0.00	2,354.60
Interest	2/1/2022	17741RGC6	0.00	Citrus Community College GO 0.819 8/1/2025		0.00	1,433.25	0.00	1,433.25
Interest	2/1/2022	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	2/1/2022	275282PT2	0.00	East Side Union High School District 1.331 8/1/202		0.00	3,327.50	0.00	3,327.50
Interest	2/1/2022	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	2/1/2022	796720PB0	0.00	San Bernardino Ca Cmnty CLG Dist 1.097 8/1/2026		0.00	1,340.78	0.00	1,340.78
Interest	2/1/2022	452641JN4	0.00	Imperial Community College District 2.024 8/1/2023		0.00	5,060.00	0.00	5,060.00
Interest	2/1/2022	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	624.25	0.00	624.25
Interest	2/1/2022	796720MG2	0.00	San Bernardino Community College District 2.044 8/		0.00	2,555.00	0.00	2,555.00
Interest	2/1/2022	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	676.27	0.00	676.27
Interest	2/1/2022	098203VV1	0.00	Bonita Unified School District 0.58 8/1/2024		0.00	725.00	0.00	725.00
Interest	2/1/2022	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	2/2/2022	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 1/31/2022, End Date: 2/28/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	2/5/2022	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	592.14	0.00	592.14
Interest	2/7/2022	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	2/8/2022	29367SJK8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	2/8/2022	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	2/8/2022	037833EB2	0.00	Apple Inc 0.7 2/8/2026-21		0.00	1,750.00	0.00	1,750.00
Interest	2/9/2022	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	2/9/2022	319141HD2	0.00	First Bank of Highland 2.2 8/9/2022		0.00	2,717.15	0.00	2,717.15
Interest	2/9/2022	037833AY6	0.00	Apple Inc 2.15 2/9/2022-15		0.00	5,375.00	0.00	5,375.00
Interest	2/10/2022	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	2/10/2022	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	426.57	0.00	426.57
Interest	2/11/2022	742718EU9	0.00	Procter & Gamble Co 2.15 8/11/2022-17		0.00	5,375.00	0.00	5,375.00
Interest	2/11/2022	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	2/12/2022	666496AB0	0.00	Northland Area Federal Credit Union 2.6 2/13/2023		0.00	3,211.18	0.00	3,211.18
Interest	2/12/2022	43733LBF3	0.00	Home Savings Bank UT 2.85 2/12/2024		0.00	3,534.31	0.00	3,534.31
Interest	2/12/2022	594918BB9	0.00	Microsoft Corp 2.7 2/12/2025-24		0.00	6,750.00	0.00	6,750.00
Interest	2/12/2022	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	2/13/2022	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	2/13/2022	32100LBY0	0.00	First Missouri State Bank 2.85 8/14/2023		0.00	3,534.31	0.00	3,534.31
Interest	2/13/2022	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	2/13/2022	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	2/14/2022	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	2/14/2022	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	2/14/2022	88579YBH3	0.00	3M Company 2 2/14/2025-25		0.00	5,000.00	0.00	5,000.00
Interest	2/14/2022	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	551.42	0.00	551.42
Interest	2/15/2022	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	2/15/2022	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 1/31/2022, End Date: 2/28/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	2/15/2022	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	2/15/2022	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	624.25	0.00	624.25
Interest	2/16/2022	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	2/16/2022	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	697.88	0.00	697.88
Interest	2/17/2022	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	2/17/2022	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	436.97	0.00	436.97
Interest	2/18/2022	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	2/18/2022	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	2/18/2022	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	426.57	0.00	426.57
Interest	2/18/2022	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	2/19/2022	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	697.88	0.00	697.88
Interest	2/19/2022	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	488.99	0.00	488.99
Interest	2/19/2022	128829AE8	0.00	Caldwell Bank & Trust Company 1.95 8/19/2024		0.00	2,428.04	0.00	2,428.04
Interest	2/20/2022	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	2/20/2022	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	2/21/2022	14042TCB1	0.00	Capital One Bank USA NA 2 8/21/2024		0.00	2,470.14	0.00	2,470.14
Interest	2/21/2022	33610RQY2	0.00	First Premier Bank 2.05 8/22/2022		0.00	2,531.89	0.00	2,531.89
Interest	2/22/2022	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	2/22/2022	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	2/22/2022	02007GLF8	0.00	Ally Bank 1.9 8/22/2022		0.00	2,365.79	0.00	2,365.79
Interest	2/23/2022	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	2/23/2022	75472RAE1	0.00	Raymond James Bank, NA 2 8/23/2024		0.00	2,490.30	0.00	2,490.30
Interest	2/23/2022	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	2/24/2022	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	2/24/2022	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 1/31/2022, End Date: 2/28/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	2/25/2022	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	2/25/2022	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	2/25/2022	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	416.16	0.00	416.16
Interest	2/26/2022	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	2/26/2022	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	2/26/2022	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	2/26/2022	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	2/27/2022	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	2/27/2022	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	2/27/2022	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	2/28/2022	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	561.82	0.00	561.82
Interest	2/28/2022	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	382.03	0.00	382.03
Interest	2/28/2022	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	219.67	0.00	219.67
Interest	2/28/2022	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	432.95	0.00	432.95
Interest	2/28/2022	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	184.19	0.00	184.19
Interest	2/28/2022	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	622.90	0.00	622.90
Interest	2/28/2022	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	649.45	0.00	649.45
Interest	2/28/2022	91282CBQ3	0.00	T-Note 0.5 2/28/2026		0.00	2,500.00	0.00	2,500.00
Interest	2/28/2022	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	173.96	0.00	173.96
Interest	2/28/2022	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	697.88	0.00	697.88
Interest	2/28/2022	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	606.33	0.00	606.33
Interest	2/28/2022	98138MAB6	0.00	Workers Credit Union 2.55 5/31/2022		0.00	496.38	0.00	496.38
Interest	2/28/2022	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,095.01	0.00	1,095.01
Subtotal			0.00			0.00	145,547.71		145,547.71
Total Interest/Dividends			0.00			0.00	145,547.71		145,547.71



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: CAO

TIME REQUIRED

SUBJECT Letter of Support for SB 1147
(Borgeas)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter of support for SB 1147 (Borgeas) which would allow: (1) the Public Administrator for Mono County to be appointed, rather than elected; (2) the removal of Public Administrator functions from the Office of the District Attorney for Mono County; (3) the consolidation of the Office of the Public Administrator with the Office of the Public Guardian.

RECOMMENDED ACTION:

Approve proposed letter.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Proposed letter

History

Time	Who	Approval
3/29/2022 11:28 AM	County Counsel	Yes
3/29/2022 5:27 PM	Finance	Yes

4/1/2022 2:20 PM

County Administrative Office

Yes



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

BOARD OF SUPERVISORS

CHAIR

Bob Gardner / District 3

VICE CHAIR

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

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ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Malinda Huggins

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Alicia Vennos

EMERGENCY MEDICAL SERVICES

Chief Chris Mokracek

FINANCE

Janet Dutcher
CPA, GCFM, MPA

INFORMATION TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Tony Dublino

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors

From: Robert C. Lawton, CAO

Date: April 5, 2022

Re: Support for SB 1147 (Borgeas)

Recommendation

Approve and authorize the Chair to sign the attached letter to Senator Andreas Borgeas supporting SB 1147, which would add Mono County to the List of Counties in Government Code section 24011 where the Public Administrator may be appointed, rather than elected, authorize appointment of the same individual to serve as both Public Administrator and Public Guardian and remove Public Administrator functions from the District Attorney's office.

Background

On February 22, 2022, your Board approved a letter requesting that Senator Andreas Borgeas sponsor legislation to amend Government Code section 24000, which provides for the existence of a Public Administrator in each California county. Specifically, your letter requested legislation to allow the Public Administrator to be appointed, rather than elected, in order to enable Mono County to restructure the provision of these services to best meet the needs of the community.

The Public Administrator is charged with administering the estates of county residents who pass away without a will and/or without an appropriate person willing and able to manage the estate. The Public Administrator is generally an elected position (see Gov't Code §24009), however, section 24011 contains a list of counties where the Public Administrator may be appointed by the Board of Supervisors, rather than elected. This list has grown in recent years, with Imperial and Siskiyou Counties being added in the last five years.

The District Attorney is the current Public Administrator in Mono County – and has been since at least since the time when District Attorneys performed civil, as well as criminal, functions in county government (approximately 1947). Today the placement of Public Administrator functions within the District Attorney's office makes little sense and does not serve the best interests of the County's neediest residents – who must have their life affairs handled by multiple different offices within county government. However, so long as the position of Public Administrator must be elected in Mono County, there are few alternatives.

As the Board is aware, Mono County currently provides, through non-elected department heads, the services of a Public Guardian-Conservator. This involves many of the same functions as the office of Public Administrator. Specifically, the Public Guardian-Conservator acts as the legal guardian/conservator for persons who are unable to properly care for themselves or their finances, or who cannot resist undue influence or fraud. These individuals are among the County's most vulnerable, and their estates often necessitate administration by the Public Administrator at the end of life.

It would be most efficient for the Public Administrator and Public Guardian-Conservator of Mono County to be consolidated within the same office and department. By doing this, the vulnerable County residents who rely on these offices for assistance would benefit from a smooth and expedient transition.

In response to the Board's February 22 request, Senator Borgeas' office has drafted, and Senator Borgeas is sponsoring, SB 1147, which would make the above-described changes. Additionally, because the office of Public Administrator is currently consolidated with the Office of the District Attorney in Mono County (see Mono County Code 2.16.010.A.(2)), SB 1147 specifies that the positions may be separated without the District Attorney giving up current functions as District Attorney, and that the same person may be appointed both Public Administrator and Public Guardian for Mono County.

Additional changes at the local level would be required in order to implement a complete transition to a consolidated office of Public Administrator/Guardian/Conservator (e.g., revising job descriptions, modifying the County Code, etc.) but amendment to Government Code section 24011 to authorize the position of Public Administrator to be appointed, rather than elected, is the necessary first step to accomplishment of this transition to a more efficient and effective system in Mono County.

If you have any questions regarding this item prior to your meeting, please feel free to contact me at 760-932-5415.

Sincerely,



Robert C. Lawton
County Administrative Officer

Attachment:

Proposed Letter to Senator Borgeas



Jennifer Kreitz ~ District One Rhonda Duggan ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

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

Scheereen Dedman, Clerk of the Board

April 5, 2022

The Honorable Andreas Borgeas
California State Senator for District 8
1021 O Street, Room 7240
Sacramento, CA 95814

RE: SUPPORT FOR SB 1147 – PUBLIC ADMINISTRATOR

Dear Senator Borgeas:

On behalf of the Mono County Board of Supervisors, I am writing to express the Board's support for SB 1147, which would amend Government Code section 24011 to add Mono County to the list of counties set forth in that section where the office of Public Administrator may be appointed, rather than elected, and making other conforming changes as described below. This authority that has been granted by the Legislature to over fifteen other California counties and such a change would allow the Mono County Board of Supervisors to organize the County in a manner that is most beneficial to its residents.

Mono County is a small, rural county which is home to approximately 14,500 residents. The Public Administrator investigates and administers the estates of residents who die without a will and/or an appropriate person who is willing and able to act as the administrator of the estate. The duties and functions of the Public Administrator include searching for the decedent's family; protecting the decedent's property from waste, loss, or theft; conducting investigations to discover all of the decedent's assets; ensuring all estate benefits are applied for and received; ensuring the estate is administered according to the decedent's wishes; locating persons entitled to inherit from the estate; making appropriate funeral and burial arrangements; and paying the decedent's bills and taxes. The Public Administrator also manages and administers the County's indigent burial program.

The District Attorney is the current Public Administrator in Mono County – and has been since at least since the time when District Attorneys performed civil, as well as criminal, functions in county government. Today such placement makes little sense and does not serve the best interests of Mono County's neediest residents – who must have their life affairs handled by multiple different offices within county government. Unfortunately, so long as the position of Public Administrator must be elected in Mono County, there are few alternatives, as the only other elected positions in Mono County are Assessor and the Sheriff.

However, Mono County currently provides, through non-elected department heads, the services of a Public Guardian-Conservator. This involves many of the same functions as the office of Public

Administrator. Specifically, the Public Guardian-Conservator acts as the legal guardian/conservator for persons who are unable to properly care for themselves or their finances, or who cannot resist undue influence or fraud. These individuals are among the County's most vulnerable, and their estates often necessitate administration by the Public Administrator at the end of life.

It would be most efficient for the Public Administrator and Public Guardian-Conservator of Mono County to be consolidated within the same office and department. By doing this, the vulnerable County residents who rely on these offices for assistance would benefit from a smooth and expedient transition.

For these reasons, the Mono County Board of Supervisors respectfully offers its support for SB 1147, which would add Mono County to the list of counties in Government Code section 24011 where the Public Administrator may be appointed, rather than elected; provide that the consolidated office of Public Administrator and District Attorney may be separated and the officer elected to those positions may resign from (or decline to qualify for) the office of Public Administrator without resigning from (or declining to qualify for) the office of District Attorney; and that the same person may be appointed by the Board of Supervisors to the offices of Public Administrator and Public Guardian.

Please contact our County Administrative Officer, Bob Lawton, if you have any questions or need additional information - (760) 932-5415.

Sincerely,

Bob Gardner, Chair
Mono County Board of Supervisors

CC: Honorable Assemblymember Frank Bigelow

3/29/2022 5:01 PM

Finance

Yes

4/1/2022 2:26 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Anne L. Frievault

Deputy County Counsel
Emily R. Fox

**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: Stacey Simon

Date: April 5, 2022

Re: Resolution Making Findings Under AB 361 through May 5, 2022

Recommended Action

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of April 5, 2022 through May 5, 2022.

Strategic Plan Focus Areas Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Discussion

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda

materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through May 5, 2022.

In order to continue to meet under those modified rules after May 5, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

There may be interest on the part of the Board in returning to in-person (or hybrid) meetings in the near future. Adoption of the proposed resolution *does not require* that the Board utilize the modified teleconference rules of AB 361 to meet remotely, but merely *authorizes* it to do so. Indeed, if the Board determines to commence hybrid (partially remote, partially in-person) meetings, findings under AB 361 are necessary in order to enable those electing to participate from a remote location to do so under the modified teleconference rules.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.

Attachment:

Summary of pending proposals to modify the Brown Act related to remote meetings

**Summary of Proposed Legislation to Modify the Brown Act
Related to Remote Meetings
(as of March 17, 2022)**

[AB 1944](#), by Assembly Members Alex Lee and Cristina Garcia, would allow public officials to attend Brown Act meetings remotely without being required to publish their address or open their remote location to members of the public. In order to take advantage of this flexibility, legislative bodies would need to provide a publicly accessible live video stream of the meeting online and a way for members of the public to provide public comment remotely, either by phone or audio-visual means.

[AB 2449](#), by Assembly Member Blanca Rubio, would also allow local officials to attend meetings remotely, though under slightly different conditions. This bill would require at least a quorum of legislative body to attend in person at the primary location and for all remote members to participate by both audio and visual technology. It would also require the public to be able to provide public comment remotely, either by phone or an internet-based option and it clarifies that there must be a procedure for resolving requests for reasonable accommodation for individuals with disabilities.



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
MAKING FINDINGS UNDER AB 361 FOR
THE PERIOD OF APRIL 5, 2022, THROUGH MAY 5, 2022**

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, which Proclamation remains in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, modifying the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), subject to compliance with certain requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, providing that the modifications would remain in place through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361, providing that a legislative body subject to the Brown Act may continue to meet under modified teleconferencing rules if the meeting occurs during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings of legislative bodies of the County of Mono, a copy of that recommendation is attached as an exhibit and incorporated herein; and

WHEREAS, in the interest of public health and safety, and in response to the local recommendation for measures to promote social distancing, the Mono County Board of Supervisors deems it necessary to invoke the provisions of AB 361 related to teleconferencing for such legislative bodies;

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

SECTION ONE: The recitals set forth above are true and correct and are adopted as findings of the Legislative Body.

SECTION TWO: The Legislative Body has reconsidered the circumstances of the State of Emergency issued by the Governor of California on March 4, 2020, in response to the COVID-19 pandemic.

1 **SECTION THREE:** Local officials continue to recommend measures to promote social
2 distancing.

3 **SECTION FOUR:** Meetings of the Board of Supervisors may continue to be held under
4 the modified teleconferencing rules set forth in AB 361 through May 5, 2022.

5 **SECTION FIVE:** Staff is directed to return to the Board no later than thirty (30) days
6 after the adoption of this resolution for the Board to consider whether to again make the findings
7 required to continue meeting under the modified teleconference procedures of AB 361 after May
8 5, 2022.

9 **PASSED, APPROVED and ADOPTED** this 5th day of April, 2022, by the following
10 vote, to wit:

11 **AYES:**

12 **NOES:**

13 **ABSENT:**

14 **ABSTAIN:**

Bob Gardner, Chair
Mono County Board of Supervisors

15
16 **ATTEST:**

APPROVED AS TO FORM:

17
18
19
20 _____
Clerk of the Board

County Counsel



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Board of Supervisors

From: Caryn K. Slack, Public Health Officer

Re: Recommendation regarding Social Distancing and Virtual Meetings

As Health Officer for Mono County, I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19. In workplaces, employers are subject to Cal/OSHA COVID-19 Temporary Standards (ETS).

Subchapter 7. General Industry Safety Orders
Introduction

§3205. COVID-19 Prevention.

NOTE: See Executive Order N-84-20 (2019 CA EO 84-20), issued in response to the COVID-19 pandemic, which suspends certain provisions relating to the exclusion of COVID-19 cases from the workplace.

(a) Scope.

(1) This section applies to all employees and places of employment, with the following exceptions:

(A) Work locations with one employee who does not have contact with other persons.

(B) Employees working from home.

(C) Employees with occupational exposure as defined by section 5199, when covered by that section.

(D) Employees teleworking from a location of the employee's choice, which is not under the control of the employer.

(2) Nothing in this section is intended to limit more protective or stringent state or local health department mandates or guidance.

(b) Definitions. The following definitions apply to this section and to sections 3205.1 through 3205.4.

(1) “Close contact” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” defined by this section. This definition applies regardless of the use of face coverings.

Whether vaccinated or not, positive individuals are contracting the Omicron variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me, or Public Health Director Bryan Wheeler. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: CAO

TIME REQUIRED

SUBJECT Letter of Support for Anthem Blue
Cross / Medi-Cal Health Plan

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Anthem Blue Cross / Medi-Cal Health Plan has requested a letter of support for its response to the State's request for proposals for Medi-Cal managed care plan services. At its March 11 meeting, the Board approved a similar letter of support on behalf of Health Net California Health and Wellness and was advised that such letter was non-exclusive in nature. Anthem has now requested a similar letter for inclusion with its RFP response.

RECOMMENDED ACTION:

Approve proposed non-exclusive letter of support, and authorize the Chair to sign said letter on the Board's behalf.

FISCAL IMPACT:

None.

CONTACT NAME: Cheyenne Stone

PHONE/EMAIL: 760-932-5408 / cstone@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)
[BOS 2022-04-05 Anthem Letter of Support Attachment](#)

History

Time	Who	Approval
3/29/2022 11:37 AM	County Counsel	Yes
3/29/2022 5:30 PM	Finance	Yes

4/1/2022 2:20 PM

County Administrative Office

Yes

MONO COUNTY BOARD OF SUPERVISORS

BOB GARDNER (DIST. 3) CHAIR

RHONDA DUGGAN (DIST. 2) VICE CHAIR

JOHN PETERS (Dist. 4) CHAIR PRO TEM

JENNIFER KREITZ (DISTRICT 1)

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ROBERT C. LAWTON
COUNTY ADMINISTRATIVE OFFICER

STACEY SIMON
COUNTY COUNSEL

SCHEEREEN DEDMAN
COUNTY CLERK

QUEENIE BERNARD
ASSISTANT COUNTY CLERK /
CLERK OF THE BOARD

April 5, 2022

Anthem Blue Cross
3330 W. Mineral King Avenue, Suite A
Visalia, CA 93291

Attention: Janet Paine, Director, Program Management

Dear Ms. Paine,

We are pleased to send this letter in support of Blue Cross of California Partnership Plan, Inc. (Anthem Blue Cross), continuing to care for the Medi-Cal population in Mono County.

Representing one of two options for Medi-Cal members, Anthem Blue Cross provides coverage to over 1,900 Medi-Cal beneficiaries in Mono County. Since 2013, Anthem Blue Cross has been committed to its members and the communities in which they live by providing services and establishing partnerships throughout the county.

Anthem Blue Cross understands that having access to high quality health care professionals is only the first step of achieving “whole person care.” Driving better health includes working collaboratively in our communities, listening to our stakeholders, and investing in social determinants of health. This includes programs focused on education, housing and homelessness, nutrition and food insecurity, employment, justice reform, health equity, behavioral health and more. Anthem Blue Cross is leading the way in these areas of support and investment. Working with community-based organizations that promote healthy lifestyles and community engagement is ingrained in their culture.

In addition to collaborating with community-based organizations and providers, we are impressed with the many ways Anthem Blue Cross continues to improve healthcare by offering additional benefits and support for their members based on their needs and feedback provided by the community.

As a health care plan in Mono County for several years, Anthem Blue Cross continues to help us expand our mission by providing a wide range of range of support services and activities aimed toward members, providers, and the community to include development of relationships with and participation in the Eastern Sierra Opioid Coalition, the “Vision to Learn” program in collaboration with the Mammoth School District, and the Mono County Community Health Improvement Plan.

Anthem’s partnership with Mammoth Hospital has led to funding of over \$184,000 to implement the member outreach/communication platform *Well Health*, to provide automated blood pressure cuffs, and to provide training for hospital staff.

74 N SCHOOL ST, PO BOX 715 / BRIDGEPORT CA 93517 / (760) 932-5530
bos@mono.ca.gov

Page 2 of 2
April 5, 2022

We offer our full support of Anthem as one of the Medi-Cal health plan choices in Mono County. We look forward to continuing to serve the community and improve healthcare for Medi-Cal beneficiaries alongside Anthem.

Sincerely,

Bob Gardner
Chair
Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: Public Health

TIME REQUIRED

SUBJECT Anthem Business Associate Agreement

**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 Anthem pertaining to Business Associate Agreement for the provision one-way data sharing.

RECOMMENDED ACTION:

Approve and authorize Bryan Wheeler, Public Health Director, to sign proposed contract. Authorize Bryan Wheeler, Public Health Director, in consultation with County Counsel, to administer contract. This authorization shall include making minor adjustments to said contract from time to time as the Public Health Director may deem necessary, provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

FISCAL IMPACT:

There is no fiscal impact. Data sharing agreement only.

CONTACT NAME: Bryan Wheeler, Mono County Public Health Director

PHONE/EMAIL: 760-924-1835 / bwheeler@mono.ca.gov

SEND COPIES TO:

Bryan Wheeler, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract

History

Time

Who

Approval



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: April 5, 2022
TO: Honorable Board of Supervisors
FROM: Bryan Wheeler, Public Health Director
SUBJECT: Anthem Business Associate Agreement

Recommended Action:

Approve and authorize Bryan Wheeler, Public Health Director, to sign proposed agreement. Authorize Bryan Wheeler, Public Health Director, in consultation with County Counsel, to administer agreement. This authorization shall include making minor adjustments to said contract from time to time as the Public Health Director may deem necessary, provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Discussion:

The Anthem Business Associate Agreement is a one-way data sharing agreement between Anthem and the County of Mono. The agreement allows Anthem to share Protected Health Information (PHI) with the County of Mono Public Health Department as it relates to California Children's Services (CCS) clients that are insured through Anthem or as needed as it relates to other services provided by the Public Health Department.

Fiscal Impact:

There is no fiscal impact. Data sharing agreement only.

Submitted by Stephanie Butters, Fiscal and Administrative Officer

Reviewd and Approved by Bryan Wheeler, Public Health Director

GENERAL VENDOR VERSION

**Template for Business Associate Agreement
For use when Anthem is Covered Entity**

Or

When Anthem is a Business Associate and is subcontracting its duties

Notes:

Please remember to 1) enter Anthem and Vendor company names on the signature block of this document, and on document footer, and 2) remove this header and page break when formatting document for vendor.

Business Associate Agreement starts below.

This version of the “Vendor” Business Associate Agreement includes changes made necessary by the “HITECH” provisions in the American Recovery and Reinvestment Act of 2009 (which requires changes to HIPAA), and the final HIPAA rule effective on March 26, 2013.

Template was last revised June 2021.

BUSINESS ASSOCIATE AGREEMENT

If, during the term of any Agreement between Supplier and Anthem, Inc. and/or any of its affiliates (“Anthem”), Supplier requires the use or disclosure of Protected Health Information, including creating, receiving, maintaining, or transmitting Protected Health Information, then Supplier shall be deemed a Business Associate of Anthem and the following provisions shall apply:

This agreement (“Agreement”) shall be effective on the date of Supplier’s signature and is between the Supplier (“Business Associate”) identified in this Agreement and Anthem on behalf of itself and its affiliates who are Covered Entities or Business Associates and who have a business relationship with Business Associate, if any (hereinafter collectively “Company”). The purpose of this Agreement is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and their implementing regulations (45 C.F.R. Parts 160-164, including Subpart E of 45 CFR Part 164) (“HIPAA”), any applicable state privacy laws, any applicable state security laws, any applicable implementing regulations issued by the Insurance Commissioner or other regulatory authority over data protected herein.

Privacy of Protected Health Information

1. **Permitted and Required Uses and Disclosures.** Business Associate is permitted or required to Use or disclose Protected Health Information (“PHI”) it requests, creates, or receives for or from Company (or another business associate of Company) only as follows:
 - a) **Functions and Activities on Company’s Behalf.** Business Associate is permitted to request, Use, or disclose PHI it creates or receives for or from Company (or another business associate of Company), consistent with HIPAA, only as described in this Agreement, or other agreements during their term that may exist between Company and Business Associate.
 - b) **Business Associate’s Operations.** Business Associate may Use PHI it creates or receives for or from Company as necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities only if:
 - (i) The Disclosure is Required by Law; or
 - (ii) Business Associate obtains reasonable assurance evidenced by written contract, from any person or organization to which Business Associate will disclose such PHI that the person or organization will:
 - a. Hold such PHI in confidence and Use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or Required by Law; and
 - b. Notify Business Associate (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
 - c) **Data Aggregation Services.** Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Company the extent required to provide services to Company or as otherwise expressly permitted by Company.

d) Minimum Necessary and Limited Data Set. In any instance when Business Associate requests, Uses, or discloses PHI under this Agreement or in accordance with other agreements that exist between Company and Business Associate, Business Associate may request, Use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose. Business Association will Use a Limited Data Set, if applicable. Business Associate will not be obligated to comply with this minimum necessary limitation with respect to requests, Uses, or discloses as outlined in 45 C.F.R. § 164.502(b)(2).

e) Use by Workforce. Business Associate shall advise members of its workforce of their obligations to protect and safeguard PHI. Business Associate shall take appropriate disciplinary action against any member of its workforce who Uses or discloses PHI in contravention of this Agreement.

f) Disclosure to U.S. Department of Health and Human Services. Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from Company (or created or received by Business Associate on behalf of Company) available to the Secretary of the United States Department of Health and Human Services, for purposes of determining Company's compliance with 45 C.F.R. Parts 160-164. Unless the Secretary directs otherwise, Business Associate shall promptly notify Company of Business Associate's receipt of such request, so that Company can assist in compliance with that request.

g) Substance Use Disorder Records. To the extent that PHI exchanged between the parties includes information on an individual's Substance Use Disorder, the parties agree to comply with the applicable requirements of 42 C.F.R. Part 2 ("Confidentiality of Substance Use Disorder Patient Records") including its provisions on disclosure and re-disclosure of said information.

2. Prohibitions on Unauthorized Requests, Use or Disclosure. Business Associate will neither Use nor disclose Company's PHI it creates or receives from Company or from another Business Associate of Company, except as permitted or required by this Agreement or as Required by Law or as otherwise permitted in writing by Company. This Agreement does not authorize Business Associate to request, Use, disclose, maintain or transmit PHI in a manner that will violate 45 C.F.R. Parts 160-164.
3. Sub-Contractors and Agents. Business Associate will require any of its Subcontractors and/or agents that create, receive, maintain, or transmit such PHI to provide reasonable assurance, evidenced by written contract, that Subcontractor or agent will comply with the same privacy and security commitments that are substantively equivalent to those in this Agreement with respect to such PHI, including the obligations described in Section 4 herein.
4. Information Safeguards. Business Associate must use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 and must implement, maintain and use a written information security program that contains the necessary administrative, technical and physical safeguards that are appropriate in light of the Business Associate's size and complexity in order to achieve the safeguarding objectives as detailed in Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164.530(c), the HITECH Act and any other implementing regulations issued by the U.S. Department of Health and Human Services, as such may be amended from time to time and as required by any agreed to required information security controls. Further, Business Associate shall comply with any applicable state data privacy or security law. Business Associate shall notify Company should Business Associate determine it is unable to comply with any such law or regulation.

5. Audits and Surveys. Company shall have the right to audit and monitor all applicable activities and records of Business Associate to determine Business Associate's compliance with the requirements relating to the maintenance, Use, Disclosure, and creation of PHI [and De-Identified Data (DID), if applicable]. At Company's request in lieu of a formal audit, the Business Associate shall provide Company with information concerning its information safeguards and privacy practices as they pertain to PHI.

During the term of this Agreement, Business Associate may be asked to complete a privacy and security survey and/or attestation document designed to assist Covered Entity in understanding and documenting Business Associate's security procedures and compliance with the requirements contained herein. Business Associate's failure to complete either of these documents within the reasonable timeframe specified by Covered Entity shall constitute a material breach of this Agreement.

Upon reasonable advance request, Business Associate shall provide Company access to Business Associate's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the Use and Disclosure of PHI, in order to determine Business Associate's compliance with this Agreement. Any such access to Business Associate facilities may be limited to the extent required to protect other entities' PHI or confidential information.

Individual Rights

6. Access. Business Associate will promptly upon Company's request make available to Company or, at Company's direction, to the Individual (or the Individual's Personal Representative) for inspection and obtaining copies any PHI about the Individual which Business Associate created or received for or from Company and that is in Business Associate's custody or control, so that Company may meet its access obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. 164.524, and where applicable, the HITECH Act. Business Associate shall make such information available in electronic format where directed by the Company.
7. Amendment. Business Associate will, upon receipt of notice from Company, promptly amend or permit Company access to amend any portion of the PHI which Business Associate created or received for or from Company, pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.526.

Business Associate will not respond directly to an Individual's request for an amendment of their PHI held in the Business Associate's Designated Record Set. Business Associate will refer the Individual to Company so that Company can coordinate and prepare a timely response to the Individual.

8. Disclosure Accounting. So that Company may meet its Disclosure accounting obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.528 Business Associate will promptly, but no later than within seven (7) days of the Disclosure, report to Company for each Disclosure Business Associate makes of Company PHI not expressly excepted from the right to an accounting as described in 45 CFR 164.528(a)(1)(i)-(ix). For each Disclosure for which a report is required by this section, Business Associate will provide the following information as described in 45 CFR 164.528(b).

Except as provided below, Business Associate will not respond directly to an Individual's request for an accounting of Disclosures. Business Associate will refer the Individual to Company so that Company can coordinate and prepare a timely accounting to the Individual. However, when

Business Associate is contacted directly by an individual based on information provided to the individual by Company, Business Associate shall make the accounting of disclosures available directly to the individual, but only if required by the HITECH Act or any related regulations.

9. Confidential Communications and Restriction Agreements. Business Associate will promptly, upon receipt of notice from Company, send an Individual's communications to the identified alternate address. Business Associate will comply with any agreement Company makes that restricts Use or Disclosure of Company's PHI pursuant to 45 C.F.R. §164.522(a), provided that Company notifies Business Associate in writing of the restriction obligations that Business Associate must follow. Company will promptly notify Business Associate in writing of the termination or modification of any confidential communication requirement or restriction agreement.

Breach of Privacy and Security Obligations

10. Reporting. Business Associate will report to Company: (i) any Use or Disclosure of PHI not permitted by this Agreement or in writing by Company notwithstanding if it is a Breach as defined by the HITECH Act; (ii) any Security Incident; (iii) any Breach of a secure system, or the like, as such may be defined under applicable state law (collectively a "Breach"). Except as described in subparagraph "c)" below, Business Associate will, without unreasonable delay, but no later than within one (1) business day after Business Associate's discovery of a Breach, make the report by sending a report to Company by such reasonable means of reporting as may be communicated to Business Associate by Company. Business Associate shall cooperate with Company in investigating the Breach and in meeting Company's obligations under the HITECH Act, and any other applicable security breach notification laws or regulatory obligations.
 - a) Report Contents. To the extent such information is available Business Associate's report will at least:
 - (i) Identify the nature of the non-permitted or prohibited access, Use or Disclosure, including the date of the Breach and the date of discovery of the Breach;
 - (ii) Identify the PHI accessed, used or disclosed, and provide an exact copy or replication of the PHI, as appropriate, in a format reasonably requested by Company, and to the extent available;
 - (iii) Identify the entity that and if applicable, the role of the individual, who caused the Breach and who received the PHI;
 - (iv) Identify what corrective action Business Associate took or will take to prevent further Breaches;
 - (v) Identify what Business Associate did or will do to mitigate any deleterious effect of the Breach; and
 - (vi) Provide such other information, including a written report, as Company may reasonably request.
 - b) Unsuccessful Security Incidents. Except as noted in paragraph 10 (c) below, the parties acknowledge and agree that this section constitutes notice by Business Associate to Company of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Company shall be required. "Unsuccessful Security

Incidents” shall include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, Use or disclosure of PHI.

c) Medicare Vendor Reporting Requirements –To the extent that Business Associate is subject to any Center for Medicare and Medicaid (“CMS”) incident reporting requirements (including applicable timeframes for such reporting) as detailed in the services agreement between Company and Business Associate (including any amendments, exhibits or addenda), Business Associate shall comply with all such reporting requirements, in addition to those imposed hereby.

11. Mitigation. Business Associate agrees to mitigate to the extent practicable, any harmful effect that is known to Business Associate of any security incident related to PHI or any Use or Disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement. To the extent Company incurs any expense Company reasonably determines to be necessary to mitigate any Breach or any other non-permitted Use or Disclosure of Individually Identifiable Information, Business Associate shall reimburse Company for such expense.
12. Breach of Agreement. Without limiting the rights of the parties elsewhere set forth in the Agreement or available under applicable law, if Business Associate breaches its obligations under this Agreement, Company may, at its option:
 - a) Exercise any of its rights of access and inspection under paragraph 4 of this Agreement;
 - b) Require Business Associate to submit to a plan of monitoring and reporting, as Company may determine appropriate to maintain compliance with this Agreement and Company shall retain the right to report to the Secretary of HHS any failure by Business Associate to comply with such monitoring and reporting; or
 - c) Immediately and unilaterally, terminate this Agreement and/or any other agreements between the parties, without penalty to Company, and with or without an opportunity to cure the breach. Company’s remedies under this Section and set forth elsewhere in this Agreement or in any other agreement between the parties shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If for any reason Company determines that Business Associate has breached the terms of this Agreement and such breach is not curable or if curable, has not been cured, but Company determines that termination of this Agreement and/or any other agreements between the parties is not feasible, Company may report such breach to the U.S. Department of Health and Human Services.

Compliance with Standard Transactions

Sections 13 through 17 of this Agreement are only applicable to those Business Associates that conduct, in whole or in part Standard Transactions, for or on behalf of Company.

13. Business Associate will comply, and will require any Subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162 for which HHS has established Standards. Business Associate will comply by a mutually agreed date, but no later than the date for compliance with all applicable final regulations, and will require any Subcontractor or agent involved with the conduct of such Standard Transactions, to comply, with each applicable requirement of the Transaction Rule 45 C.F. R. Part 162. Business

Associate agrees to demonstrate compliance with the Transactions by allowing Company to test the Transactions and content requirements upon a mutually agreeable date. Business Associate will not enter into, or permit its Subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Company that:

- a) Changes the definition, data condition or use of a data element or segment in a Standard Transaction.
 - b) Adds any data elements or segments to the maximum defined data set;
 - c) Uses any code or data element that is marked "not used" in the Standard Transaction's Implementation Specification or is not in the Standard Transaction's Implementation Specification; or
 - d) Changes the meaning or intent of the Standard Transaction's Implementation Specification.
14. Concurrence for Test Modification to Standard Transactions. Business Associate agrees and understands that there exists the possibility that Company or others may request from HHS an exception from the Uses of a Standard in the HHS Transaction Standards. If this request is granted by HHS, Business Associate agrees that it will participate in such test modification.
15. Incorporation of Modifications to Standard Transactions Business Associate agrees and understands that from time-to-time, HHS may modify and set compliance dates for the Transaction Standards. Business Associate agrees to incorporate by reference into this Agreement any such modifications or changes.
16. Code Set Retention (Only for Plans). Both parties understand and agree to keep open code sets being processed or used in the Agreement for at least the current billing period or any appeal period, whichever is longer.
17. Guidelines and Requirements. Business Associate further agrees to comply with any guidelines or requirements adopted by Company consistent with the requirements of HIPAA and any regulations promulgated thereunder, governing the exchange of information between Business Associate and the Company.

Obligations upon Termination

18. Return or Destruction. Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate will if feasible return to Company or destroy all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from Company, including all copies of and any data or compilations derived from and allowing identification of any Individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Business Associate shall destroy all PHI in accordance with any guidance set forth by the Secretary of HHS and/or any other government agency or other entity to whom HHS delegates such authority Business Associate will identify any PHI that Business Associate created or received for or from Company that cannot feasibly be returned to Company or destroyed, and will limit its further Use or Disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible and will otherwise continue to protect the security any PHI that is maintained pursuant to the security provisions of this Agreement for so long

as the PHI is maintained. Upon request, Business Associate will certify in writing to Company that such return or destruction has been completed, will deliver to Company the identification of any PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only Use or disclose such PHI for those purposes that make return or destruction infeasible.

19. Continuing Privacy and Security Obligation. Business Associate's obligation to protect the privacy and security of the PHI it created or received for or from Company will be continuous and survive termination, cancellation, expiration or other conclusion of this Agreement, so long as the data is maintained.

General Provisions

20. Definitions. Except as otherwise provided, the capitalized terms in this Agreement have the meanings set out in 45 C.F.R. Parts 160-164, as may be amended from time to time. The term Protected Health Information ("PHI") includes any information without regard to its form or medium, gathered by Business Associate in connection with Business Associate's relationship with Covered Entity that identifies an individual or that otherwise would be defined as Protected Health Information under HIPAA. The term "business associate" in lower case shall have the meaning set out in 45 CFR 160.103.
21. Amendment. From time to time local, state or federal legislative bodies, boards, departments or agencies may enact or issue laws, rules, or regulations pertinent this Agreement. In such event, Business Associate agrees to immediately abide by all said pertinent laws, rules, or regulations and to cooperate with Company to carry out any responsibilities placed upon Company or Business Associate by said laws, rules, or regulations.
22. Conflicts. The terms and conditions of this Agreement will override and control any conflicting term or condition of any other agreement between the parties with respect to the subject matter herein. All non-conflicting terms and conditions of the said other agreement(s) remain in full force and effect.
23. Owner of PHI. As between the parties, Company is the exclusive owner of PHI generated or used under the terms of the Agreement.
24. Subpoenas. Business Associate will promptly inform Company of any subpoena Business Associate receives with regard to PHI belonging to Company and cooperate with any Company request or effort to limit Disclosure pursuant to such subpoena.
25. Disclosure of De-identified Data. The process of converting PHI to De-identified Data (DID) is set forth in 45 C.F.R Part 164.514. In the event that Company provides Business Associate with DID, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify the data. Business Associate shall only Use DID as directed by Company.
26. Creation of De-identified Data. In the event Business Associate wishes to convert PHI to DID, it must first subject its proposed plan for accomplishing the conversion to Company for Company's approval, which shall not be unreasonably withheld provided such conversion meets the requirements of 45 C.F.R. Part 164.514. Business Associate may only Use DID as directed or otherwise agreed to by Company.
27. Assignment/Subcontract. Company shall have the right to review and approve any proposed

assignment or subcontracting of Business Associate's duties and responsibilities arising under the Agreement, as it relates to the Use or creation of PHI (or DID if applicable).

28. Intent. The parties agree that there are no intended third party beneficiaries under this Agreement.
29. Indemnity. Business Associate will indemnify and hold harmless Company and any Company affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement by Business Associate or any Subcontractor, agent, person or entity under Business Associate's control.

IN WITNESS WHEREOF, Company and Business Associate execute this Agreement in multiple originals to be effective on the date of Business Associate's Signature below:

_____ <i>Name of Business Associate</i>	_____ <i>Name of Company</i>
<i>By:</i> _____ <i>Signature</i>	<i>By:</i> _____ <i>Signature</i>
_____ <i>Printed Name</i>	_____ <i>Printed Name</i>
_____ <i>Title</i>	_____ <i>Title</i>
_____ <i>Date</i>	_____ <i>Date</i>



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: Public Health

TIME REQUIRED

SUBJECT Contract with Susan Haun dba
Strategies by Design for the
Provision of Tobacco Education
Program Evaluation 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 Strategies By Design pertaining to the provision of Tobacco Education Program (TEP) Evaluation Services.

RECOMMENDED ACTION:

Approve, and authorize Chair to sign, contract with Strategies By Design for the provision of Tobacco Education Program (TEP) Evaluation Services for the period January 1, 2022, through June 30, 2025 and a not-to-exceed amount of \$78,075.

FISCAL IMPACT:

The contract is funded through the California Tobacco Control Program, is a not-to-exceed amount of \$78,075, and was included in the FY 2021-22 budget.

CONTACT NAME: Lauren Kemmeter

PHONE/EMAIL: 760-924-1820 / lkemmeter

SEND COPIES TO:

Stephanie Butters, Lauren Kemmeter, Bryan Wheeler

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Contract](#)

History

Time	Who	Approval
3/17/2022 12:42 PM	County Counsel	Yes
3/29/2022 5:26 PM	Finance	Yes
4/1/2022 2:18 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: April 5, 2022

TO: Honorable Board of Supervisors

FROM: Lauren Kemmeter, Community Health Program Coordinator

SUBJECT: Contract with Susan Haun dba Strategies by Design for the Provision of Tobacco Education Program Evaluation Services

Recommendation:

Approve, and authorize Chair to sign, contract with Strategies By Design for the provision of Tobacco Education Program (TEP) Evaluation Services for the period January 1, 2022, through June 30, 2025 and a not-to-exceed amount of \$78,075.

Discussion:

The California Tobacco Cessation Program (CTCP) requires a qualified Evaluator as part of the program's requirements to prepare the 2021-25 Comprehensive Evaluation Plan.

The Evaluator will assist with the development of program goals, objectives and outcomes, design data collection instruments and surveys as designated in the CTCP scope of work. The Evaluator will design and conduct evaluation activities including data analysis and summary reports for the 2021-25 Comprehensive Evaluation Plan, as well as incorporate any additional evaluation activities required by changes in funding. The Evaluator is responsible for entering information into the Online Tobacco Information System (OTIS), and will produce evaluation reports and the final evaluation report for use by the program and CTCP.

Fiscal Impact:

There is no impact to the County General Fund.

The contract is funded through the California Tobacco Control Program and is a not-to-exceed amount of \$78,075.

Prepared by Stephanie Butters, Fiscal and Administrative Officer

Submitted by Lauren Kemmeter, Community Health Program Coordinator

**AGREEMENT BETWEEN COUNTY OF MONO AND M. SUSAN HAUN dba STRATEGIES BY
DESIGN FOR THE PROVISION OF TOBACCO EDUCATION
PROGRAM (TEP) EVALUATION SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Tobacco Education Program (TEP) Evaluation services of M. Susan Haun, dba Strategies By Design of Santa Rosa, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from January 1, 2022, to June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. **The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$78,075.00 (hereinafter referred to as "Contract Limit").** County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$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.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars

(\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
County of Mono Public Health
1290 Tavern Road, Suite 246
PO Box 3329
Mammoth Lakes, CA 93546

Contractor:
M. Susan Haun, MA
305 Sejong Lane
Santa Rosa, CA 95403
sue@strategiesbydesignco.com

25. COUNTERPARTS

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

26. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: M. Susan Haun
M. Susan Haun (Mar 17, 2022 08:43 PDT)

Title: _____

Title: Owner

Dated: _____

Dated: Mar 17, 2022

APPROVED AS TO FORM:


Stacey Simon (Mar 17, 2022 08:28 PDT)

County Counsel

APPROVED BY RISK MANAGEMENT:



Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND M. SUSAN HAUN dba STRATEGIES BY DESIGN FOR THE PROVISION OF TOBACCO EDUCATION PROGRAM (TEP) EVALUATION SERVICES

TERM:

FROM: January 1, 2022 **TO: June 30, 2025**

SCOPE OF WORK:

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision, and management, and pay all taxes required to complete the project described below.

CONTRACTOR RESPONSIBILITY

Consistent with TEP's objectives for the 2022–2025 Scope of Work and Evaluation Plan, SBD shall:

- In collaboration with the TEP Project Director/project staff, develop/design/adapt evaluation instruments for the project consistent with sound evaluation and measurement principles for valid outcome evaluation for proposed objectives.
- Provide consultation in the administration of evaluation methods, such as, but not limited to, procedures for conducting Key Informant Interviews, Observation Surveys, and Public Opinion Surveys, to ensure reliability as well as validity.
- Set up forms, tally sheets, and databases for online/handheld/manual data collection for project staff to populate with data, as necessary.
- Clean data collected by project staff, e.g., Public Intercept Surveys, Observations, etc.
- Conduct analyses for each evaluation activity in TEP's 2022–2025 Evaluation Plan, interpret results, formulate recommendations, and facilitate the project's understanding of the results of data collection and how the data informs the project's intervention activities.¹
- For each evaluation activity, write a summary report for the project and for inclusion in the progress reports in the Online Tobacco Information System (OTIS).
- Enter semi-annual progress report narratives for all evaluation activities for which SBD is responsible into OTIS, attaching the appropriate tracking measures.
- Develop the final evaluation reports - two brief evaluation reports for two non-primary objectives and one final evaluation report for one primary objective - in accordance with TEP's 2022–2025 CTCP's Evaluation Plan and in collaboration with the program's

¹ Note that advanced data analysis and data translation is not required of External Evaluation Consultants but can be provided by the Internal Evaluator, the Evaluation Project Manager, or the County's Epidemiologist, as applicable.

Project Director. All evaluation reports will be developed at the conclusion of TEP's 2022–2025 CTCP scope of work and shall be prepared consistent with the format described in the California Tobacco Control Program's *Tell Your Story: Guidelines for Preparing Useful Evaluation Reports*.

- Monitor the implementation of the evaluation plan, coordinate with the Project Director on the implementation timeline, and meet with the Project Director/staff monthly or as needed to facilitate communication, coordination, and tracking.
- Collaborate with TEP staff for development of the County's 2025–2029 Comprehensive Tobacco Education Program's Evaluation Plan (released in 2024) by assisting with the development of the primary and non-primary objectives, researching possible evaluation components, planning the analysis, and designing the evaluation plan as well as survey methods for each objective with input from program staff. Write the evaluation narratives. Enter the final evaluation components and narrative summaries into the Online Tobacco Information System (OTIS).
- Participate in California Tobacco Control Program plan modification meetings with TEP staff and CTCP representatives to assist with negotiating the 2025–2029 Comprehensive Tobacco Control Plan and make changes to the evaluation plan, as needed.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO AND M. SUSAN HAUN dba STRATEGIES BY
DESIGN FOR THE PROVISION OF TOBACCO EDUCATION
PROGRAM (TEP) EVALUATION SERVICES**

TERM:
FROM: January 1, 2022 TO: June 30, 2025

SCHEDULE OF FEES:

The following table includes each of the three objectives, as well as other evaluation scope of work-related elements.

Evaluation Services	1/22 – 6/22	7/22 – 6/23	7/23 – 6/24	7/24 – 6/25
Obj. 1 End Commercial Tobacco Campaign – Smoke-Free MUH & Flavors <ul style="list-style-type: none"> ▪ 16–20 instruments, including 4 ECT Campaign instruments ▪ 12–14 activity reports ▪ 1 FER 	63	57	50	91
Obj. 2 Community Engagement <ul style="list-style-type: none"> ▪ 6–11 instruments ▪ 10-12 activity reports ▪ 1 BER 	17	34.5	26	47
Obj. 3 Youth Engagement <ul style="list-style-type: none"> ▪ 6–11 instruments ▪ 10–12 activity reports ▪ 1 BER 	17	34.5	26	47
Policy Cessation Support (technical assistance)	.25	-	-	.25
Media Activity Record Support/Paid Media Tracking form (instrument, technical assistance)	2.25	.25	.25	.5
Project Planning, Monitoring & Data Discussion , including prep and follow-up (monthly or as needed)	24	48	48	48
Evaluation Activity Reporting (semi-annually)	4	8	8	8
Changes to 22–25 Evaluation Plan (if needed)	-	-	10	-
25–29 Evaluation Plan Development (including CTCP modifications and revisions)	-	-	-	40
Required Statewide Meetings <ul style="list-style-type: none"> ▪ 4 CTCP Required Meetings or Trainings per year (total time shared by multiple projects) 	3	6	6	6

Total Hours	130.5	188.25	174.25	287.75
Total Fees at \$100 per hour/Expenses Not-to-Exceed*	\$13,050	\$18,825	\$17,425	\$28,775
			Grand Total	\$78,075

*The fees and expenses as defined above include communication, equipment, software, meeting materials/supplies, and general office supplies. Note that all services will be delivered via telecommuting.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 23, 2021

Mono County
PO Box 696
BRIDGEPORT CA 93517

Account Information:

Policy Holder Details :	M SUSAN HAUN D/B/A STRATEGIES BY DESIGN
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WESHOP INSURANCE GROUP/PHS 83512689 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED M SUSAN HAUN D/B/A STRATEGIES BY DESIGN 305 SEJONG LN SANTA ROSA CA 95403-1674	INSURER A: Sentinel Insurance Company Ltd. 11000	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		83 SBM VD0647	05/27/2021	05/27/2022	EACH OCCURRENCE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					PER STATUTE	OTH-ER
		N/A					E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	PROFESSIONAL LIABILITY			83 SBM VD0647	05/27/2021	05/27/2022	Occurrence	\$1,000,000
							Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Mono County
 PO Box 696
 BRIDGEPORT CA 93517

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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2022 to 2025 Mono Tobacco Education Program Contract w. Sue Haun

Final Audit Report

2022-03-17

Created:	2022-03-15
By:	Lauren Kemmeter (lkemmeter@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATvQ4ej-Tfy8HNI-WK4gYCz3C8li_5LE

"2022 to 2025 Mono Tobacco Education Program Contract w. Sue Haun" History

-  Document created by Lauren Kemmeter (lkemmeter@mono.ca.gov)
2022-03-15 - 8:20:51 PM GMT- IP address: 162.252.88.209
-  Document emailed to Jacob Sloane (jsloane@mono.ca.gov) for signature
2022-03-15 - 8:22:11 PM GMT
-  Email viewed by Jacob Sloane (jsloane@mono.ca.gov)
2022-03-15 - 10:44:14 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Jacob Sloane (jsloane@mono.ca.gov)
Signature Date: 2022-03-15 - 10:45:56 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Document emailed to countycounsel@mono.ca.gov for signature
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-  Email viewed by countycounsel@mono.ca.gov
2022-03-16 - 10:49:47 PM GMT- IP address: 162.252.88.209
-  Lauren Kemmeter (lkemmeter@mono.ca.gov) replaced signer countycounsel@mono.ca.gov with Stacey Simon (ssimon@mono.ca.gov)
2022-03-17 - 3:26:45 PM GMT- IP address: 162.252.88.209
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature
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-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)
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 Document e-signed by Stacey Simon (ssimon@mono.ca.gov)

Signature Date: 2022-03-17 - 3:28:05 PM GMT - Time Source: server- IP address: 72.34.101.122

 Document emailed to M. Susan Haun (sue@strategiesbydesignco.com) for signature

2022-03-17 - 3:28:06 PM GMT

 Email viewed by M. Susan Haun (sue@strategiesbydesignco.com)

2022-03-17 - 3:40:37 PM GMT- IP address: 67.180.71.101

 Document e-signed by M. Susan Haun (sue@strategiesbydesignco.com)

Signature Date: 2022-03-17 - 3:43:32 PM GMT - Time Source: server- IP address: 67.180.71.101

 Agreement completed.

2022-03-17 - 3:43:32 PM GMT





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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: Public Works - Roads

TIME REQUIRED

SUBJECT 2022 Maintained Mileage

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

RECOMMENDED ACTION:

Adopt proposed Resolution R22-____, Specifying Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2022 – 2023.

FISCAL IMPACT:

The proposed action will result in minimal change to the County Maintained Road Mileage from the previous report and is not expected to have any impact on the budget or operations.

CONTACT NAME: Kevin Julian, Road Operation Superintendent

PHONE/EMAIL: 7609325449 / kjulian@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Attachment A to Staff Report

History

Time

Who

Approval



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: April 5, 2022
To: Honorable Chair and Members of the Board of Supervisors
From: Kevin Julian, Road Operations Superintendent
Subject: County Maintained Mileage for FY22-23

Recommended Action:

Adopt Resolution No. R22-___ “A Resolution of the Mono County Board of Supervisors Specifying Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2022 – 2023.”

Fiscal Impact:

The proposed action will result in minimal change to the County Maintained Road Mileage from the previous report and is not expected to have any impact on the budget or operations.

Discussion:

Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

The mileage reported to Caltrans in May of 2021 was 679.26 miles. This year, the County will report the maintained mileage of 679.29 miles. The minor adjustment is the result of continued mapping improvements by the GIS team.

A copy of the draft resolution is enclosed as Exhibit 1 to this staff report for Board consideration. The detailed list of County-maintained roads, including their designations and mileage, is included as Attachment A to the resolution.

If you have any questions regarding this item, please contact me at 760.932.5449 or at kjulian@mono.ca.gov.

Respectfully submitted,

Kevin Julian
Road Operations Superintendent

enclosure: Draft Resolution
Attachment A – FY 22-23 Maintained Mileage



RESOLUTION NO. R22-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
SPECIFYING ADDITIONS AND/OR EXCLUSIONS TO THE
MAINTAINED MILEAGE WITHIN THE COUNTY ROAD SYSTEM AND
ESTABLISHING MAINTAINED MILEAGE FOR FISCAL YEAR 2022-2023**

WHEREAS, pursuant to Section 941 of the California Streets and Highways Code, the County of Mono has in place a system of roads that it maintains for public convenience; and,

WHEREAS, Section 2121 of the California Streets and Highways Code provides that in May of each year, each County shall submit to the State Department of Transportation any additions or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and,

WHEREAS, the State Department of Transportation certified to the State Controller on December 31, 2021, that the total road mileage maintained by the County of Mono was 679.26 miles; and,

WHEREAS, the County finds that since that date, there have been minimal changes in maintained mileage, as indicated on the 2022-23 tabulation, which is attached hereto as "Attachment A" and incorporated by this reference.

NOW, THEREFORE, BE IT RESOLVED that the total mileage of maintained County roads to be submitted to the State Department of Transportation in 2022 is 679.29, as indicated on the 2022-23 tabulation (Attachment A), which is hereby adopted by the Board and shall be maintained on file with the Mono County Department of Public Works.

1 **APPROVED AND ADOPTED** this ____ Day of April, 2022, by the following vote of the Board of
2 Supervisors, County of Mono:

3 **AYES** :
4 **NOES** :
5 **ABSENT** :
6 **ABSTAIN** :

7 _____
8 Bob Gardner, Chair
9 Mono County Board of Supervisors

10 ATTEST:

Approved as to Form:

11 _____
12 Clerk of the Board

County Counsel

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Road Number	Full Street Name	2022 Miles
3028	Adobe Ranch Road	4.41
2088	Airport Road	1.30
3202	Airport Road	0.55
3116	Alderman Street	0.20
2107	Alison Lane	0.10
2081	Antelope Springs Road	9.65
3009	Aspen Road	0.22
2070	Aspen Springs Ranch Road	0.74
2303	Aspen Terrace	0.27
4114	Aurora Canyon Road	7.85
3003	Bald Mountain Road	11.16
3004	Bald Mountain Springs Road	2.29
2027	Barker Mine Road	4.23
3026	Baxters Road	0.56
2017	Benton Crossing Road	30.26
3101	Big Rock Road	0.12
3001	Big Springs Road	5.31
3031	Black Canyon Road	1.42
2067	Black Lake Road	0.10
2053	Black Rock Mine Road	8.11
3302	Blue Lake Way	0.05
3405	Bodie Circle	0.06
4008	Bodie Masonic Road	19.26
4007	Bodie Road	10.42
4011	Boundary Road	1.79
2065	Bramlette Ranch Road	1.72
3106	Brenner Street	0.07
4102	Bridge Street	0.06
2406	Brown's Subdivision Road	0.10
3108	Bruce Street	0.22
4113	Bryant Street	0.21
4022	Buckeye Creek Road	0.64
4021	Buckeye Road	7.69
2415	Buena Vista Drive	0.23
5001	Burcham Flat Road	14.62
3206	C Street	0.05
4116	Cameron Drive	0.11
5008	Camp Antelope Road	0.80
2068	Canyon Road	2.49
2080	Casa Diablo Cutoff	0.05
2021	Casa Diablo Mine Cutoff	6.00
2023	Casa Diablo Mine Road	16.80
2028	Cattle Drive Road	1.72
3042	Cemetery Road	5.89
4115	Cemetery Road	0.05
2039	Chalfant Loop Road	2.02
2413	Chalfant Road	0.93

5016 Charlebois Road	0.19
2404 Chase Avenue	0.20
2025 Chidago Canyon Road	14.33
2035 Chidago Loop Road	5.56
2408 Chidago Way	0.21
2058 Christie Lane	0.36
2051 Cinnamon Ranch Road	0.24
2060 Clark Ranch Road	0.42
2410 Cold Water Road	0.10
2019 Convict Campground Road	0.80
2018 Convict Lake Road	2.73
3049 Conway Ranch Road	3.38
3401 Conway Road	0.33
3051 Cooney Road	2.42
3053 Cottonwood Canyon Road	10.85
4112 Court Street	0.06
4010 Cow Camp Road	5.12
2414 Coyote Road	0.21
3054 Coyote Springs Road	6.53
2052 Crestview Drive	0.50
3024 Crooked Meadows Road	0.43
2308 Crowley Lake Circle	0.04
2005 Crowley Lake Drive	8.65
2015 Crowley Lake Place	0.62
5014 Cunningham Lane	2.83
3207 D Street	0.06
2048 Dawson Ranch Road	0.76
4110 Day Lane	0.06
2084 Deadman Creek Road	6.16
2109 Deer Peak Trail	0.16
2026 Deer Springs Road	2.08
2304 Delta Drive	0.27
2105 Dennis Way	0.03
3027 Dobie Meadows Road	30.86
3010 Dream Mountain Drive	0.20
3018 Dross Road	0.39
2083 Dry Creek Cutoff	2.46
4002 Dunderberg Meadows Road	8.47
2110 Eagle Vista	0.09
3214 East First Street	0.06
3111 East Granite Avenue	0.04
3301 East Mono Lake Drive	1.22
5007 Eastside Lane	8.04
5011 Eastside Road	1.14
2309 Elderberry Lane	0.11
3036 Ellery Lake Campground Road	0.24
4109 Emigrant Street	0.50

2046 Fish Slough Road	17.25
2061 Foothill Road	4.20
2207 Foothill Road	0.22
3107 Forest Road	0.41
3105 Foster Avenue	0.12
3205 Fourth Street	0.06
4018 Garbage Pit Road	0.04
2062 G-Bar-T Ranch Road	0.90
3403 Glacier Canyon Way	0.26
2085 Glass Creek Road	0.45
2106 Glen Court	0.04
3052 Goat Ranch Cutoff	7.05
5006 Golden Gate Road	5.94
2057 Goolsby Ranch Road	0.44
4004 Green Creek Road	8.80
3304 Green Lake Court	0.04
2013 Gregory Lane	0.25
3114 Gull Lake Campground Road	0.31
3112 Gull Lake Road	0.14
4014 Hackamore Place	0.50
5003 Hackney Drive	0.14
2050 Hammil Road	0.79
4103 Hays Street	0.06
2047 Hieroglyph Road	0.09
2306 Hilton Creek Drive	0.23
2307 Hilton Creek Place	0.10
2012 Hilton Creek Trail	0.40
2091 Hot Creek Hatchery Road	4.93
2071 Hot Creek Ranch Road	1.06
3110 Howard Avenue	0.07
4013 Hunewill Ranch Road	1.06
2401 Hunter Avenue	0.27
2082 Huntley Mine Road	0.11
2049 Indian Creek Road	0.25
4101 Jack Sawyer Road	0.19
2032 Joe Main Road	0.76
3023 Johnny Meadows Road	1.98
3038 Junction Campground Road	0.23
4016 Kayak Road	0.09
4104 Kingsley Street	0.37
4108 Kirkwood Street	0.11
3103 Knoll Avenue	0.18
3305 Lake Helen Court	0.05
2302 Lake Manor Place	0.18
3102 Lakeview Drive	0.28
2313 Larkspur Lane	0.15
5013 Larson Lane	2.07

4105 Laurel Avenue	0.11
2020 Layton Springs Road	0.51
3204 Lee Vining Avenue	0.44
3109 Leonard Avenue	0.38
2416 Lisa Lane	0.28
4003 Little Virginia Lakes Road	0.17
5018 Little Walker Road	6.65
5017 Lobdell Lake Road	6.78
2407 Locust Street	0.50
3034 Log Cabin Mine Road	4.84
3021 Logging Camp Road	5.53
5010 Lone Company Road	0.56
2037 Lone Star Mine Road	1.02
2036 Lone Star Road	2.12
2001 Lower Rock Creek Road	9.31
3404 Lundy Circle	0.06
3045 Lundy Cutoff	0.57
3046 Lundy Dam Road	0.47
3044 Lundy Lake Road	6.58
3113 Lyle Terrace Road	0.37
2418 Mary Lane	0.18
4020 Masonic Road	8.04
3215 Mattly Avenue	0.53
3029 McGee Canyon Road	8.48
2014 McGee Creek Road	3.28
3041 McPherson Subdivision Road	0.32
2206 Meadow Road	0.10
2301 Meadow View Drive	0.24
5005 Mill Canyon Road	8.12
3048 Mill Creek Powerhouse Road	0.72
3208 Mono Lake Avenue	0.16
2802 Montana Road	0.05
2034 Morris Mine Road	3.29
2016 Mount Morrison Road	0.68
2405 Mountain View Avenue	0.25
2209 Mountain View Drive	0.84
5019 Mule Deer Road	0.08
4118 North Buckeye Drive	0.25
3104 North Crawford Avenue	0.07
4107 North School Street	0.10
4106 North Sinclair Street	0.15
2208 North Valley View Drive	0.22
3120 Northshore Drive	3.53
3002 Obsidian Dome Road	1.54
5012 Offal Road	0.35
3015 Oil Plant Road	1.04
2205 Orchard Road	0.20

2006 Owens Gorge Road	9.51
2086 Owens River Ranch Road	0.15
2072 Owens River Road	16.14
3211 Paoha Drive	0.12
2102 Paradise Point	0.04
3012 Parker Lake Road	3.10
5009 Patricia Lane	0.43
2310 Pearson Road	0.29
2064 Pedro Ranch Road	0.84
3306 Peeler Lake Drive	0.38
2044 Petroglyph Road	0.38
3039 Picnic Grounds Road	4.18
3040 Picnic Shortcut Road	0.10
3020 Pilot Springs Road	4.08
3008 Pine Cliff Road	0.98
2210 Pine Drive	0.23
5002 Pine Nut Road	0.69
2115 Pinon Drive	0.32
2076 Pit Road	0.96
2409 Piute Lane	0.08
2305 Placer Road	0.11
2042 Ponderosa Street	0.20
3035 Poole Power Plant Road	3.34
2030 Pumice Mill Road	0.72
2038 Pumice Mill Road	0.60
3005 Pumice Mine Road	4.71
3201 Pumice Road	0.12
2116 Quail Circle	0.10
2033 Rabbit Ranch Road	1.23
2010 Rainbow Tarns Road	0.50
4019 Ramp Road	0.30
2069 Ranch Road	1.50
3050 Rattlesnake Gulch Road	0.61
2059 Reichart Ranch Road	0.68
2112 Rimrock Drive	0.97
3030 River Springs Road	3.72
2003 Rock Creek Road	8.07
2417 Ronda Lane	0.18
2022 Round Mountain Road	4.56
3017 Rush Creek Road	3.08
2412 Sacramento Street	0.25
3037 Saddlebag Lake Road	2.49
3025 Sage Hen Meadows Road	9.06
3019 Sand Flat Cutoff	4.54
3033 Sawmill Crossover Road	4.77
3032 Sawmill Meadows Road	11.52
2090 Sawmill Road	1.11

2073 School Road	0.01
2103 Scott Road	0.07
3212 Second Street	0.07
2041 Sequoia Street	0.20
2314 Shanna Circle	0.03
2024 Sheep Camp Road	3.40
2089 Sherwin Creek Road	3.93
2108 Sherwin Trail	0.12
5004 Shop Road	0.07
2312 Sierra Springs Drive	0.64
4117 Sierra View Drive	0.30
2120 Sierra Vista Circle	0.04
3307 Silver Lake Way	0.09
2063 Sipes Ranch Road	1.03
2211 Sky Meadows Road	1.05
3104 South Crawford Avenue	0.22
2011 South Landing Road	0.99
2056 South Road	0.31
4107 South School Street	0.06
4106 South Sinclair Street	0.06
4017 South Twin Road	2.22
2009 Spillway Road	0.23
4015 Spur Court	0.07
4111 Stock Drive	0.51
2078 Substation Road	1.52
2077 Summers Road	0.22
2104 Summit Road	0.19
2008 Sunny Slopes Road	0.17
2201 Swall Meadows Road	1.47
2043 Tenaya Drive	0.13
3016 Test Station Road	5.56
3209 Third Street	0.11
3043 Thompson Road	1.02
5015 Topaz Lane	3.51
2066 Truman Meadows Road	1.73
3303 Twin Lakes Drive	0.17
4012 Twin Lakes Road	13.39
4005 Upper Summers Meadows Road	6.71
3203 Utility Road	0.86
2402 Valley Road	0.71
2111 Valley View Road	0.33
2054 Van Loon Cutoff	2.68
2403 Virginia Avenue	0.20
4001 Virginia Lakes Road	6.20
2055 Walker Place	0.08
3214 West First Street	0.03
3111 West Granite Avenue	0.17

3006 West Portal Road	3.44
2101 Westridge Road	0.45
3022 Wet Meadow Road	20.03
2801 Wheeler View Drive	0.02
2411 White Mountain Drive	0.17
2040 White Mountain Estates Road	0.88
2045 White Mountain Ranch Road	0.59
2074 Whitmore Tubs Road	2.70
2311 Wild Rose Drive	0.05
2204 Willow Road	0.15
3402 Wilson Creek Road	0.38
2202 Wilson Road	0.14
2029 Yellow Jacket Road	8.24
3210 Yosemite Drive	0.07

679.29



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: Sheriff

TIME REQUIRED

SUBJECT 2022-2023 California State Parks
Off-Highway Vehicle Grant Program

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Off-Highway Vehicle Grant requires a governing body resolution to approve filing an application for FY 2022-2023 funding and to certify the Board's understanding of the grant requirements.

RECOMMENDED ACTION:

Adopt proposed Resolution R22-____, Authorizing the Mono County Sheriff's Office, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the California State Parks Off-Highway Vehicle (OHV) Grant Program for Fiscal Year 2022-23 for an amount not to exceed \$125,000.

FISCAL IMPACT:

Grant will not exceed \$125,000. Matching funds are provided through receipt of OHV license fees with no contribution required from the County's General Fund. In previous years the grant was used to pay for on-going costs associated with OHV patrol and enforcement of California OHV laws applicable in our area. Past grant expenditures include overtime, maintenance, vehicle costs, rents, utilities and occasionally replacement of equipment.

CONTACT NAME: Sarah Roberts, Administrative Service Specialist

PHONE/EMAIL: 7609325279 / sroberts@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[OHV Staff Report](#)

[OHV Grant Resolution](#)

History

Time

Who

Approval

MONO COUNTY
SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: March 3, 2022
TO: The Honorable Board of Supervisors

Phillip West
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Fiscal Year 2022-2023 California State Parks Off-Highway Vehicle Grant Program

RECOMMENDATION:

The Off-Highway Vehicle Grant will not exceed \$125,000.00.

DISCUSSION:

The California State Parks Off-Highway Vehicle Division has requested a governing body resolution for participation in the Off-Highway Vehicle Grant. The resolution should specifically identify the following personnel as grant administrators to administer and sign documents related to the Off-Highway Vehicle Grant:

Mono County Sheriff-Coroner – Sheriff Ingrid Braun
Mono County Sheriff's Off-Highway Vehicle Coordinator – Sergeant Art Torres
Mono County Sheriff's Office Finance Officer – Arleen Mills

FINANCIAL IMPACT:

This resolution will assist with meeting the grant guidance for participation in the Off-Highway Vehicle Grant Program for Fiscal Year 2022-2023. When the grant is awarded, the award will not exceed \$125,000.00.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a light blue horizontal line.

Ingrid Braun
Sheriff-Coroner



R22-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE APPLICATION FOR STATE OFF-
HIGHWAY VEHICLE GRANT FY 2022-2023**

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or Master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project.

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

SECTION ONE: Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and

SECTION TWO: Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and

SECTION THREE: Certifies that this agency understands the California Public Resources Code requirement that Acquisition, and Development Projects be maintained to specific conservation standards; and

SECTION FOUR: Certifies that the Project will be well-maintained during its useful life; and

1 **SECTION FIVE:** Certifies that this agency will implement the Project with diligence
2 once funds are available and the Applicant has reviewed, understands, and agrees with the
3 Project Agreement; and

4 **SECTION SIX:** Certifies that this agency will provide the required matching funds; and

5 **SECTION SEVEN:** Certifies that the public and adjacent property owners have been
6 notified of this Project (as applicable); and

7 **SECTION EIGHT:** Appoints Sheriff Ingrid Braun, Sergeant Art Torres, and Finance
8 Officer Arleen Mills as agents to conduct all negotiations, execute and submit all documents
9 including, but not limited to Applications, agreements, amendments, payment requests and so on,
10 which may be necessary for completion of the Project.

11 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2022,
12 by the following vote, to wit:

13 **AYES:**

14 **NOES:**

15 **ABSENT:**

16 **ABSTAIN:**

17 _____
18 Bob Gardner, Chair
19 Mono County Board of Supervisors

20 **ATTEST:**

21 **APPROVED AS TO FORM:**

22 _____
23 Clerk of the Board

24 _____
25 County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: Elections

TIME REQUIRED

SUBJECT Second Amendment to Voting
System Replacement Grant 18-
G30126

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Secretary of State is offering a Voting System Replacement Grant Amendment with state funds to reimburse the County for voting system replacement activities. This is a second amendment to the grant, extending the final date to December 31, 2024.

RECOMMENDED ACTION:

1. Approve and authorize the Mono County Clerk-Recorder-Registrar of Voters to sign Agreement #18G30126 Amendment #2 (Voting System Replacement) with the California Secretary of State for a date extension to December 31, 2024.
2. Increase appropriations in the Elections budget by \$99,607 and increase grant revenues by \$99,607. Requires a 4/5ths vote.

FISCAL IMPACT:

The Elections Department will realize unanticipated revenues of up to \$99,607 in grant funded reimbursement with no match required from county funds.

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Second Amendment](#)

[Contract](#)

History

Time	Who	Approval
3/29/2022 2:28 PM	County Counsel	Yes
3/29/2022 5:34 PM	Finance	Yes
4/1/2022 2:27 PM	County Administrative Office	Yes



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

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

Scheereen Dedman
Clerk-Recorder-Registrar
760-932-5538
sdedman@mono.ca.gov

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

To: Honorable Board of Supervisors
From: Scheereen Dedman, Clerk-Recorder-Registrar of Voters
Date: April 5, 2022

Discussion

In March of 2019, the Secretary of State offered the Voting System Replacement Grant, with state funds to reimburse the county for voting system replacement activities subject to the provisions of Agreement #18-G30126 and all requirements of state and federal law, regulations and procedures. Then in September of 2019, the Secretary of State amended the agreement to increase the amount of the grant. Now, a second amendment of the previously approved grant has been sent in order to extend the deadline to spend the funds until December 31, 2024.

The intent for the grant funds is to update the Mono County Social Services building to create a secure area to store voting equipment. Additionally, we are hoping to pay off our KnowInk contract (electronic poll pads) for the next five years.

Recommendation

1. Approve and authorize the Mono County Clerk-Recorder-Registrar of Voters to sign Agreement #18G30126 Amendment #2 (Voting System Replacement) with the California Secretary of State for a date extension to December 31, 2024. 2. Increase appropriations by \$99,607 and increase grant revenues by \$99,607. Requires a 4/5ths vote.

Fiscal Impact

The Elections Department will realize unanticipated revenues of up to \$99,607 in grant funded reimbursement with no match required from county funds.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

18G30126

AMENDMENT NUMBER

2

Purchasing Authority Number

SOS-0890

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Mono County

2. The term of this Agreement is:

START DATE

February 1, 2019

THROUGH END DATE

December 31, 2024

3. The maximum amount of this Agreement after this Amendment is:

\$238,036.30; Two Hundred Thirty-Eight Thousand Thirty-Six Dollars and Thirty Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The Contract by and between the Secretary of State and Mono County is hereby amended as follows:

1. The term of this agreement is hereby extended to December 31, 2024.

2. Exhibit B, Paragraph 7 Retroactive Payments – County may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before December 31, 2024.

3. Any unused remaining funds previously identified in Exhibit B-1 will be paid out of FY21/22 or FY22/23 depending on approved funding allocation.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mono County

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

CA

PRINTED NAME OF PERSON SIGNING

Scheereen Dedman

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES
1500 11th Street, Room 460 | Sacramento, CA 95814 | Tel 916.653.5974 | Fax 916.653.8324 | www.sos.ca.gov

September 25, 2019

Mono County
Attn: **Shannon Kendall**
P.O. Box 237
Bridgeport, CA 93517

Subject: Contract Number **18G30126 AMDT. #01 (Voting System Replacement)**

Please see the marked instruction/information below. If requested, please complete the following marked item(s) and return to the address stated below within ten (10) business days*:

- STD. 213, Standard Agreement with attached Exhibits.** Please acquire the appropriate original signature on the first page of the STD. 213, and the additional three single STD. 213's and return the originally signed agreement package to the address above. **Please Note: Fax, photocopies and signature stamps are not acceptable.** Therefore, please make sure the STD. 213's have been originally signed. A fully executed copy will be returned to you once the contract execution has been completed.
- STD. 213A, Standard Agreement Amendment with attached NEW Exhibit.** Please acquire the appropriate signature for the first page of the STD. 213A and the additional three (3) single STD. 213A's. **Please Note: Fax, photocopies and signature stamps are not acceptable. Therefore, please make sure all four (4) of the STD. 213A's have been originally signed.** A fully executed copy will be returned to you once the contract execution has been completed. **Please return the signed agreement amendment package to the following address (not returning the package this address will delay processing):**

Attn: Contract Services Unit
Secretary of State
1500 11th Street, Room 460
Sacramento, CA 95814

***IMPORTANT: If the signed agreement amendment package is not returned on or before June 1, 2020, this amendment may not be executed.**

- Along with the above referenced STD. 213A agreement amendment package, please **submit a copy of the resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office)**, which by law has granted the authority to enter into the proposed contract amendment, authorizing execution of the agreement.

Please Note: If the resolution (or other applicable document stated above) submitted with the originally executed contract also provides for the authority to enter into contract amendments, and DOES NOT INCLUDE any specific original contract dollar amount or contract term information, a copy of that same resolution (or other applicable document) should be sufficient for processing this agreement amendment request. Otherwise, a new resolution (or other applicable document) will need to be submitted accordingly. Please direct questions regarding this to the SOS Project Contact in your originally executed contract (Exhibit A – Scope of Work, Section C.).

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 18G30126	AMENDMENT NUMBER
REGISTRATION NUMBER:	01

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Secretary of State
CONTRACTOR'S NAME
Mono County
2. The term of this Agreement is: February 1, 2019, or upon approval by Dept. of General Services, if required, whichever is later through June 30, 2022
3. The maximum amount of this Agreement after this amendment is: **\$ 238,036.30**
 Two hundred thirty-eight thousand thirty-six dollars and thirty cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 1. The amount of the Agreement is hereby increased by \$ 122,036.30 and shall not exceed \$ 238,036.30, which includes \$ 6,036.30 for election management system (EMS) specific funds.
 2. The term of the Agreement is hereby extended through June 30, 2022.
 3. Exhibit A – Scope of Work, Section E. Use of Funds. Item 9., is hereby added to the Agreement, as stated below:
9. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O) expenses.
 4. Exhibit B – Budget Detail and Payment Provisions, Item 7. Retroactive Payments, is hereby replaced in its entirety, as stated below:
7. Retroactive Payments
Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015 and before June 30, 2022.
 5. Exhibit D – Special Terms and Conditions, Section A. Auditing, Item 1., is hereby by replaced in its entirety, as stated below:
1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – Scope of Work, Section E – Use of Funds as follows:
 - a. Counties with 50 or fewer precincts will require no match of funds.
 - b. Counties with 51 or more precincts will require 3:1 or 75%:25% match of funds.
 6. Exhibit B-1 – Funding Detail, is hereby added to the Agreement and attached hereto.

Except as stated herein, all other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> Mono County		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<small>ADDRESS</small> P.O. Box 237 Bridgeport, CA 93517		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> Secretary of State		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Cindy Halverstadt, Chief, Management Services Division		
<small>ADDRESS</small> 1500 11 th Street, Sacramento, CA 95814		

**EXHIBIT B-1
(Standard Agreement)**

FUNDING DETAIL

The allotted contract amount with both fiscal year (FY) allotments are not to exceed a total contract budget of **\$ 238,036.30** as shown in the table below:

Total Budget	
FY 18/19 – Existing Contract Amount for replacement/upgrade to County voting systems	\$ 116,000.00
FY 19/20 – Additional Funding for replacement/upgrade to County voting systems	\$ 116,000.00
FY 19/20 – Additional funding specifically for election management system (EMS) replacement	\$ 6,036.30
New Contract Amount	\$ 238,036.30

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER 18G30126	PURCHASING AUTHORITY NUMBER (if applicable)
------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTOR NAME
Mono County

2. The term of this Agreement is:

START DATE

February 1, 2019 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$ 116,000.00

One hundred sixteen thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4 pages
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	2 pages
Exhibit E	Additional Provisions	2 pages
Exhibit F	County Resolution	0 pages
Exhibit G	Contractor Voting System Replacement Activity Report	1 pages

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mono County

CONTRACTOR BUSINESS ADDRESS

P.O. Box 237

CITY

Bridgeport

STATE

CA

ZIP

93517

PRINTED NAME OF PERSON SIGNING

Shannon Kendall

TITLE

Clerk/Recorder/Registrar

CONTRACTOR AUTHORIZED SIGNATURE

Shannon Kendall

DATE SIGNED

02/06/19

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Cindy Halverstadt

TITLE

Chief, Management Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Cindy Halverstadt

DATE SIGNED

3/18/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE




RECEIVED

APR 30 2019

OFFICE OF THE CLERK

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "Voting System Replacement Contract 2018."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the counties within the state of California, as appropriated by Assembly Bill 1824, Chapter 38 (Stats.2018), (Voting System Replacement Contracts), pursuant to California Elections Code sections 19400 and 19402, administered by the Secretary of State, with state funds to reimburse counties for voting system replacement activities subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. Counties who receive the reimbursement of funds under this agreement are subject to the following:

1. Counties may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.
2. The funded activities must belong to one or more of the categories outlined below in Section E – USE OF FUNDS.
3. If a county uses funding provided to it for activities described below in Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.
4. Any voting system purchased or leased by a county for which the county seeks reimbursement from the Secretary of State pursuant to this Agreement and that does not require a voter to directly mark a ballot, must produce a paper version or representation of the voted ballot or of all of the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained by elections officials for use during the one percent manual tally described in Elections Code Section 15360, or any recount, audit, or contest.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

- a. For County: **Shannon Kendall (760) 932-5537**
- b. For State: **Kathryn Chaney (916) 695-1657**

EXHIBIT A
(Standard Agreement)

D. MATCHING FUNDS

Counties may seek reimbursement where the county has spent matching county funds on voting systems replacement activities on a dollar-for-dollar basis, up to the maximum amount of funds allocated for the contract. Matching funds may also include federal funds such as Help America Vote Act (HAVA). **State funds**, such as Voting Modernization Bond Act of 2002 (VMB) may not be used as matching funds.

E. USE OF FUNDS

Any Voting Systems Replacement Contract 2018 funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).
2. Electronic poll books certified by the Secretary of State.
3. Ballot on demand systems certified by the Secretary of State.
4. Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.
5. Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
6. Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.
7. Vote by mail ballot sorting and processing equipment.
8. Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code that have not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards, in addition to the following:
 - Manufacturing of the minimum number of voting system units reasonably necessary for either of the following purposes:
 - Testing and seeking administrative approval for the voting system pursuant to Section 19210 to 19214, inclusive.
 - Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Section 19209.

EXHIBIT A
(Standard Agreement)

F. County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of Voting System Replacement Contract 2018 funds for:

1. The cost of purchasing any motored vehicle;
2. The cost of leasing for more than thirty (30) days of any motored vehicle;
3. The cost of purchasing any real property;
4. The cost of leasing any real property;
5. The cost of promotional items and memorabilia;
6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts that are not for the explicit use of facilitating electronic connections as defined above in Section E – USE OF FUNDS, #6 of this document; and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system;
7. General office supplies;
8. Any indirect rate or overhead costs distributed to county administrative support services.

G. DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING

If a county elections officials disposes of voting systems or voting equipment purchased with Voting System Replacement Contract funding:

1. No pre-approval or permission is required by the Secretary of State.
2. Sales should conform to county purchasing procedures. If those do not exist, counties should rely on the State Administrative Manual (SAM Chapter 8600).
3. A solid audit trail should be maintained and include the following:
 - a. All information relevant to valuation.
 - b. Documentation relevant to the source of funding used for the original purchase of the equipment being sold or disposed of.

EXHIBIT A
(Standard Agreement)

- c. Information relevant to the actual sale or disposition, including the date, amount of the actual sale, which equipment was involved (description and inventory numbers) and receipts.
4. Prior to disposing or selling of any voting system or portion thereof, ensure the equipment is formatted so there is no software or firmware remaining on the equipment. All equipment should be taken back to a condition where it is solely a non-functioning piece of hardware.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

Invoices may be submitted via email to AccountsPayable@sos.ca.gov. Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act or a Voting System Replacement Contract Spending Plan amendment of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act or a Voting System Replacement Contract Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

4. Failure to Properly Claim Maximum Amount of Voting System Replacement Contract Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims, which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

5. Basis of Claims

Subject to the provisions of Paragraph #9 below, all claims for Voting System Contract Replacement Funds under this program must be based on invoices submitted by the County. All invoices or Agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS.

**EXHIBIT B
(Standard Agreement)**

6. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

- A. Contain a face sheet that summarizes each expenditure made by the categories set forth in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS;
- B. Include the total amount of the claim;
- C. Identify whether additional claims are expected to be submitted;
- D. Include the hourly charge of any contractor for which a claim is made for their time;
- E. Include signed Contractor Activity Reports, please see sample, which is Exhibit G - CONTRACTOR VOTING SYSTEM REPLACEMENT ACTIVITY REPORT, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from Voting System Replacement Contract funds are required to submit timesheets for any work paid for as time and materials); and
- F. Include a copy of the contract, if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

7. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before June 30, 2021.

8. Payments of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

9. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 30 (thirty) days after the expiration date of this Agreement.

10. Multiple Claims

County can submit multiple claims for Voting Systems Replacement funds authorized above, within the aggregate limit established for County.

11. Documentation to be Submitted

- A. Each claim shall include a cover page that identifies the activity or service in Exhibit A – SCOPE OF WORK and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.

EXHIBIT B
(Standard Agreement)

- B. The county shall certify to the Secretary of State the source and amount of match funding, including supporting documentation of the source of funding such as a statement of account.
- C. If applicable, approval by the County Board of Supervisors, along with the appropriate County Resolution will be required.

12. Order of Processing

Claims shall be processed by the Secretary of State in order of receipt.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of Voting System Replacement funds by County indicates agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, on a dollar-for-dollar basis, up to a maximum amount of funds allocated for the contract, as allocated per county.
2. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period;
 - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual.
3. Records shall be maintained for three (3) years after termination of this Agreement and for at least one (1) year following any audit or final disposition of any disputed audit finding.
4. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
5. County shall permit periodic site visits by the Secretary of State, or the Secretary of State's designee or designees, to determine if any Voting System Replacement Contract funds are being used or have been used in compliance with this Agreement and all applicable laws.

B. GENERAL PROVISIONS

1. Voting System Replacement Contract funds can only be used for the purposes for which the Voting System Replacement Contract funds are made.
2. No portion of any Voting System Replacement Contract funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E – Additional Provisions, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.
3. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in Exhibit A – SCOPE OF WORK, Section G - DISPOSAL OR SALE OF EQUIPMENT PURCHASED WITH VOTING SYSTEM REPLACEMENT CONTRACT FUNDING. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such

EXHIBIT D
(Standard Agreement)

expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.

4. Funds not claimed by County within thirty (30) days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within one hundred eighty (180) days of the end date of this contract, shall revert to the Secretary of State.
5. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
6. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.
7. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
8. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.
9. If a county uses funding provided to it for activities described in Exhibit A – SCOPE OF WORK, Section E – USE OF FUNDS, #8, and those activities do not result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards by July 1, 2023, the county shall return the state funding provided for those activities to the State. If the county does not return the funding by June 30, 2024, the State Controller shall withhold any payment to the county in an equivalent amount, as directed by the California Department of Finance.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

- 1) No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- 2) No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- 3) No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- 4) No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- 5) The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- 6) No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- 7) No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

EXHIBIT E
(Standard Agreement)

- 8) No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- 9) No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- 10) An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- 11) Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed in Exhibit A – SCOPE OF WORK.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: Elections

TIME REQUIRED

SUBJECT Application from the Registrar of
Voters to the Voting Modernization
Board for Funding Consideration

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

During the February 9, 2022 Voting Modernization Board (VMB) meeting, the Board voted to accept applications for an additional funding round to reallocate and distribute the estimated \$10.8 million that will remain from the original allotments. Mono County used funds from the original allocation to purchase new voting machines in 2018 and electronic poll pads, and does not need to purchase any new equipment. However, given the recent legislation that every active voter in the State of California be mailed a ballot, the Registrar of Voters would like to purchase equipment to streamline the envelope opening process; she also requests to purchase transport equipment in order to safely and easily transport the electronic poll pads. Attached to the agenda item is the application and equipment examples. The funds require a 3-to-1 match by the County.

RECOMMENDED ACTION:

Approve Mono County Board of Supervisors Resolution R22-____, Approving an application from the County Registrar of Voters to the Voting Modernization Board for funding consideration.

FISCAL IMPACT:

Fiscal Impact is \$2,910 in total with \$1,940 being provided by the state and \$970 coming from the Elections department existing budget, as the funds require a 3-to-1 match by the County. No budget adjustment is required to execute the grant if awarded.

CONTACT NAME: Scheereen Dedman, Mono County Clerk - Recorder- Registrar

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
3/30/2022 10:45 AM	County Counsel	Yes
3/30/2022 12:04 PM	Finance	Yes
4/1/2022 2:12 PM	County Administrative Office	Yes



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

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

Scheereen Dedman
Clerk-Recorder-Registrar
760-932-5538
sdedman@mono.ca.gov

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

To: Honorable Board of Supervisors

From: Scheereen Dedman, Clerk-Recorder-Registrar of Voters

Date: April 5, 2022

Recommendation

Approve Mono County Board of Supervisors Resolution R22-____, Approving an application from the County Registrar of Voters to the Voting Modernization Board for funding consideration.

Discussion

During the February 9, 2022 Voting Modernization Board (VMB) meeting, the Board voted to accept applications for an additional funding round to reallocate and distribute the estimated \$10.8 million that will remain from the original allotments. Mono County used funds from the original allocation to purchase new voting machines in 2018 and electronic poll pads, and does not need to purchase any new equipment. However, given the recent legislation that every active voter in the State of California be mailed a ballot, the Registrar of Voters would like to purchase equipment to streamline the envelope opening process; she also requests to purchase transport equipment in order to safely and easily transport the electronic poll pads. Attached to the agenda item is the application and equipment examples. The funds require a 3-to-1 match by the County.

Fiscal Impact

Fiscal Impact is \$2,910 in total with \$1,940 being provided by the state and \$970 coming from the Elections department existing budget, as the funds require a 3-to-1 match by the County. No budget adjustment is required to execute the grant if awarded.



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING AN APPLICATION FROM THE COUNTY REGISTRAR OF VOTERS
TO THE VOTING MODERNIZATION BOARD FOR FUNDING CONSIDERATION**

WHEREAS, the people of the State of California have approved funding for the Voting Modernization Fund; and

WHEREAS, the Voting Modernization board has been delegated the responsibility for the administration of the Voting Modernization Fund, setting up necessary procedures; and

WHEREAS, said procedures established by the Voting Modernization Board require the County to certify by resolution the approval of application(s) before submission of said application(s) to the Voting Modernization Board; and

WHEREAS, California Assembly Bill 37 extended requirements to mail a ballot to every registered voter; and

WHEREAS, the processing of mailed ballots is tedious and time consuming, and the purchase of equipment that expedites the opening of the envelopes in which mailed ballots are contained would allow election staff to spend more time to assisting voters directly; and

WHEREAS, elections equipment is costly, and often difficult to transport, and our office desires to purchase equipment that helps maintain the safety and integrity of said equipment.

**NOW, THEREFORE, BE IT RESOLVED THAT THE MONO COUNTY BOARD
OF SUPERVISORS**

1. Approves the filing of an application for assistance for the above projects to be funded from the Voting Modernization Act of 2002; and

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- 2. Certifies the County understands the assurances and certification in the Application form; and
- 3. Certifies the County has reviewed and understands the Funding Application and Procedural Guide; and
- 4. Appoints the Registrar of Voters or her designee as agent to conduct all negotiations, execute and submit all documents, including but not limited to, applications, payment requests, and so on, which may be necessary for the completion of the aforementioned projects.

PASSED, APPROVED and ADOPTED this 5th day of April, 2022, by the following vote, to wit:

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

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

APPENDIX A.1 – APPLICATION FOR ADDITIONAL FUNDING CONSIDERATION

Voting Modernization Board APPLICATION FOR ADDITIONAL FUNDING CONSIDERATION							
County Name and Address (including zip code) <u>Mono County</u> <u>PO Box 237</u> <u>Bridgeport, CA 93517</u> <hr/>	VMB Use Only: Date Received: _____ Date Reviewed: _____ Board Agenda Date: _____						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Amount of Funding Request</td> <td style="text-align: right;">\$ <u>1940.00</u></td> </tr> <tr> <td>Amount of Matching Funds</td> <td style="text-align: right;">\$ <u>970.00</u></td> </tr> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$ <u>2,910.00</u></td> </tr> </table>	Amount of Funding Request	\$ <u>1940.00</u>	Amount of Matching Funds	\$ <u>970.00</u>	Total Project Cost	\$ <u>2,910.00</u>	County Elections Official or Other Contact Name <u>Scheereen Dedman</u> Title <u>Registrar</u> Telephone <u>760-932-5538</u> FAX <u>760-932-5531</u> E-mail <u>sdedman@mono.ca.gov</u>
Amount of Funding Request	\$ <u>1940.00</u>						
Amount of Matching Funds	\$ <u>970.00</u>						
Total Project Cost	\$ <u>2,910.00</u>						
Describe the voting system under consideration (if known) and the anticipated acquisition schedule. <div style="text-align: center;"> <input checked="" type="checkbox"/> Attached </div>							
Attach an Accessibility Plan, describing how your county will use voting equipment purchased with Proposition 41 monies to provide meaningful voting opportunities for persons with disabilities. <div style="text-align: center;"> <input checked="" type="checkbox"/> Attached </div>							
If at the time this application is signed Federal voting reform legislation has passed, attach a description of how the proposed voting system will meet the requirements of federal law. <div style="text-align: center;"> <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Not Applicable </div>							
I certify that the Project for which funds are being sought will comply with the Project Eligibility Requirements as set forth in the VMB Funding Application and Procedural Guide. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> Signed <u></u> County Representative </div> <div style="width: 35%; text-align: right;"> Date <u>3/29/2022</u> </div> </div>							
Acceptance of an application for review by the VMB in no way obligates the VMB to provide the funds requested in the application.							

Mono County would like to purchase immediately after approval:

1. One (1) Martin Yale 62001 Deluxe High-Speed Letter Opener, Gray, Up To 17,500 Envelopes per Hour, Accepts a 6" Tall Stack of Envelopes, 500,000 per Month Capacity
2. Three (3) PollPad Transport Trolleys

Letter Opener Description:

- Automatically feeds, opens, and collects a stack of envelopes
- Accepts 6" tall stack of envelopes
- Operates at a speed of up to 17,500 envelopes an hour
- Adjustable width accommodates different envelope sizes and types

Poll Pad Transport Trolley Description:

- Trolley holds up to FOUR cases, maximizing your transport
- Durable and rugged wheels designed for outdoor to indoor travel
- Telescopic handle tilts, making it accessible for all heights and needs

Accessibility Plan:

As Vote-by-Mail is rooted in providing a safe and accessible voting opportunity, the project we are proposing is meant to increase our efficiency in processing vote by mail envelopes. This would also decrease repetitive motion for election office employees who have been manually slicing envelopes in years prior.

Deliver to JUDY
Bridgeport 93517

Office Products ▾

Hello, Salena
Account & Lists ▾

Returns & Orders **0**

All Buy Again Amazon Outlet Amazon Basics Today's Deals Prime ▾ Customer Service

Support small, shop women-owned

Office Products Office Deals School Supplies ▾ Printers, Ink & Toner Projectors



Uncomm... 8,766
\$5.95 ✓prime

Office Products › Office & School Supplies › Cutting & Measuring Devices › Letter Openers

Sponsored



Martin Yale
62001 Deluxe
High-Speed
Letter Opener,
Gray, Up To
17,500 Envelopes
per Hour, Accepts
a 6" Tall Stack of
Envelopes,
500,000 per
Month Capacity

Brand: Martin Yale

24 ratings

| 8 answered questions

\$1,738¹⁹

Price: \$1,885.82

\$1,738¹⁹

FREE delivery April 5 - 7. Details

Or fastest delivery April 1 - 4.
Details

Deliver to JUDY - Bridgeport
93517

Only 20 left in stock -
order soon.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from PLEXSUPPLY.

Sold by PLEXSUPPLY.

Return policy: Eligible for
Return, Refund or Replacement
within 30 days of receipt

The 62001 letter opener is ideal for large businesses and mailrooms where there are a variety of envelope sizes and types that require high speed opening. It automatically feeds, opens and collects a stack of envelopes. You can open stacks of envelopes 6 Inches.

Product information

Technical Details

Manufacturer	Premier
Brand	Martin Yale
Item Weight	25 pounds
Product Dimensions	10.63 x 35.5 x 12.13 inches
Item model number	PRE62001
Is Discontinued By Manufacturer	No
Color	Gray
Material Type	Steel
Number of Items	1
Manufacturer Part Number	PRE62001

Additional Information

ASIN	B000A6Z4P0
Customer Reviews	24 ratings 4.5 out of 5 stars
Best Sellers Rank	#198,077 in Office Products (See Top 100 in Office Products) #346 in Letter Openers
Date First Available	December 8, 2004

Feedback

Would you like to [tell us about a lower price?](#)

Videos

3/18/2022

Mono County
Scheereen Dedman
74 N School Street, Annex 1
Bridgeport, CA 93517

Dear Ms. Dedman

I hope you are doing well and staying healthy. My name is James Young, Regional Sales Manager with Inclusion Solutions. I understand you may be familiar with our company, however, the purpose of this letter is to personally introduce myself and inform you of our newest, exclusive product for KnowInk customers and PollPad users; Inclusion Solutions' **PollPad Transport Trolley**.

Over the past few months, I've had the pleasure of working collaboratively with KnowInk to develop a new solution allowing PollPad users, such as yourself, to more easily transport and/or store up to FOUR PollPads and other election supplies to and from polling locations, early sites, and offices. Inclusion Solutions' new **PollPad Transport Trolley** was developed custom to the specifications of your KnowInk PollPad cases. Our new rollable solution is sealable, collapsible, includes free embroidery, and is manufactured in the United States! Of course, the product enables jurisdictions to send fewer than four units while still deploying essential supplies, documents, or ballots.

As a former Elections Administrator myself with experience at both the state and local level, it was important to design a product which makes life easier for poll workers and election officials while enhancing the overall experience of the KnowInk Pollpad product in general. Having been developed through these lenses, I am confident you will find much appreciation for our new, sole source product.

It would be an honor to have your business. If I can interest you in a formal quote or answer additional questions, please do not hesitate to contact me directly. We have seen a positive response from our partners and jurisdictions across the country and would love to provide our new, exclusive product for your office too. I hope to hear from you soon!

Thanks,

James Young
Regional Sales Manager
jyoung@inclusionsolutions.com
502-249-3916

2000 Greenleaf Street, Suite 3
Evanston, Illinois 60202
T 847.869.2500
F 847.869.2515
TF 866.232.5487

www.inclusionsolutions.com

introducing our new
TRANSPORT SOLUTION



POLLPAD
TRANSPORT TROLLEY

POLLPAD TRANSPORT TROLLEY

Brand new and exclusive to Inclusion Solutions, our trolley makes it easier than ever to transport your KNOWiNK PollPads.

TRANSPORT UP TO FOUR CASES AT ONCE

- Trolley holds up to FOUR cases, maximizing your transport
- Durable and rugged wheels designed for outdoor to indoor travel
- Telescopic handle tilts, making it accessible for all heights and needs

MADE IN THE USA, WITH YOU IN MIND

- Developed by a former Election Administrator
- Manufactured in the United States using durable materials
- Available in multiple colors, with embroidery included

**FULLY SEALABLE,
SECURE SOLUTION!**

*for questions
and pricing:*

JAMES YOUNG

REGIONAL SALES MANAGER
jyoung@inclusionsolutions.com
(502) 249-3916





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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: CAO

TIME REQUIRED

SUBJECT Authorize Letter of Support for
Yosemite Area Regional
Transportation System (YARTS)
Request for Community Project
Funding

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

YARTS is requesting \$500,000 in Community Project Funding through the office of Representative Jim Costa to conduct an electric infrastructure analysis to facilitate replacement of its over-the-road fleet with electric vehicles in compliance with California's 2026 zero-emission fleet regulations. YARTS is a significant presence and support for Mono County; Authorizing this letter will benefit both YARTS and the communities it serves.

RECOMMENDED ACTION:

Approve letter and authorize the Chair to execute such letter on the Board's behalf.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

PHONE/EMAIL: (760) 932-5410 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
YARTS - Letter of Support

History

Time

Who

Approval

MONO COUNTY BOARD OF SUPERVISORS

BOB GARDNER (DIST. 3) CHAIR

RHONDA DUGGAN (DIST. 2) VICE CHAIR

JOHN PETERS (Dist. 4) CHAIR PRO TEM

JENNIFER KREITZ (DISTRICT 1)

STACY CORLESS (DISTRICT 5)



ROBERT C. LAWTON
COUNTY ADMINISTRATIVE OFFICER

STACEY SIMON
COUNTY COUNSEL

SCHEEREEN DEDMAN
COUNTY CLERK

QUEENIE BERNARD
ASSISTANT COUNTY CLERK /
CLERK OF THE BOARD

April 5, 2022

The Honorable Jim Costa
U.S. House of Representatives
2081 Rayburn House Office Building
Washington, DC 20515

Dear Representative Costa,

The Mono County Board of Supervisors is pleased to offer support of YARTS' request for community project funding through Fiscal Year 2023 appropriations.

The Yosemite Area Regional Transportation System – or YARTS – is a Joint Powers Authority comprised of the Counties of Merced, Mariposa, Madera, Mono, and Tuolumne. YARTS has worked in close partnership with the National Park Service for more than 20 years in providing public transit service to Yosemite National Park from the communities of Merced, Mariposa, Sonora, Mammoth Lakes, Oakhurst, and Fresno.

The entire YARTS fleet is aging and requires the replacement of all 10 of its over-the-road coach vehicles in the next three years. These clean-diesel buses are critical for YARTS to continue to provide service throughout its rural, mountainous, 480-square mile service area. In particular, this \$9.2 million investment will support Mono County in maintaining important access to Yosemite into the foreseeable future. This is important because of the important role tourism plays in Mono County's economic development.

YARTS must also begin preparation for its transition to an electric fleet. In order to realize its commitment to sustainability, \$500,000 is needed to conduct an electric infrastructure analysis in the next two years to enable the service to meet California's zero-emission fleet regulations starting in 2026. YARTS has no funding through which it can perform this critical study and without it, compliance will be difficult, and service levels may be adversely impacted.

The YARTS service is critical to our region. One key reason is that YARTS helps to advance tourism stewardship and sustainability by creating less car traffic. Prior to the pandemic, YARTS carried more than 100,000 individuals to and from Yosemite every year. These passengers provide key sources of tourism revenue and generate jobs in gateway communities. They also include individuals who are not able to access the wonder of Yosemite any other way.

The Mono County Board of Supervisors respectfully requests your strong support of YARTS.

Sincerely,

Page 2 of 2
April 1, 2022

Bob Gardner,
Chair
Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

TIME REQUIRED

SUBJECT

Letter to the Board of Supervisors
Regarding Walker River Irrigation
District's Petitions for Temporary
Transfer and Change

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Notice from the State Water Resources Control Board to the Board of Supervisors regarding Walker River Irrigation District's Petitions for temporary transfer and change involving storage water rights established under the Walker River Decree, Case No. C-125-Conditional approval and Notice of Draft Report of Special Master for April 5, 2022, Board Meeting.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Correspondence Letter](#)

History

Time	Who	Approval
3/22/2022 3:47 PM	County Counsel	Yes
3/23/2022 9:19 AM	Finance	Yes
4/1/2022 2:25 PM	County Administrative Office	Yes



State Water Resources Control Board

FEB 23 2022

In Reply Refer to:
KMG: A002221&
A001389

To: Attached Mailing List

WALKER RIVER IRRIGATION DISTRICT'S PETITIONS FOR TEMPORARY TRANSFER AND CHANGE INVOLVING RIGHTS ESTABLISHED UNDER THE WALKER RIVER DECREE, CASE NO. C-125 – CONDITIONAL APPROVAL AND NOTICE OF DRAFT REPORT OF SPECIAL MASTER

The Walker River Irrigation District (District) has filed petitions for temporary change involving the transfer of water and instream flow dedication under Licenses 6000 and 9407 with the California State Water Resources Control Board (State Water Board or Board), Division of Water Rights (Division), pursuant to Water Code section 1725 et seq. and section 1707. Please find enclosed the Division's Order conditionally approving the temporary changes.

The proposed changes involve waters of the Walker River that have been adjudicated by the United States District Court for the District of Nevada in *United States of America v. Walker River Irrigation District, et al.*, Case In Equity No. C-125. Pursuant to the federal District Court's orders, the State Water Board is responsible for reviewing proposed changes in the point of diversion, place of use, or purpose of use, in the exercise of federally adjudicated rights in California that have been established by the final decree known as the Walker River Decree. Thus, in addition to state law, the State Water Board is acting on the District's petitions in accordance with the Order of Appointment of the California State Water Resources Control Board as Special Master (April 9, 1990) (Order of Appointment) and the Administrative Rules and Regulations regarding Change of Point of Diversion and Manner of Use or Place of Use of Water of the Walker River and Its Tributaries and Regarding Compliance with California Fish and Game Section 5937 and Other Provisions of California Law (as amended through June 3, 1996).

Under the Order of Appointment, the State Water Board must announce its report of Special Master as a draft report before filing it. In accordance with paragraph 7 of the Order of Appointment, this letter serves as the required notice of the draft report. The Division's Order constitutes the main substance of the draft report of Special Master by setting forth determinations of law and fact regarding the District's petitions. This letter and the Division's Order will be mailed to all parties who commented on the District's change petitions, among others.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

FEB 23 2022

The draft report includes the following documents: (1) the change petitions; (2) the notice of the change petitions, together with the proof of publication and a list of all persons to whom the a copy of the notice was mailed; (3) any protests (referred to as comments under Water Code section 1726, subdivision (f)); and (4) any notice of hearing. The State Water Board received comments from the Walker Basin Conservancy, Mr. Mark Mahan, the California Department of Fish and Wildlife, and the United States Board of Water Commissioners for the Walker River and the Water Master/Chief Deputy Water Commissioner. No hearing has been noticed. The change petitions are posted on the District's website at <http://www.wrid.us/WRID/News>.

The State Water Board is modifying its websites to satisfy web content accessibility guidelines as required by state law and, in general, external documents that do not meet accessibility guidelines are not being posted to the State Water Board's websites at this time. For this reason, and in light of the COVID-19 emergency, please contact Ms. Kate Gaffney at the email address below if you would like a copy of the documents cited above.

Any interested person may file a petition for reconsideration of a State Water Board decision or order no later than 30 days from the adoption of the decision or order. (Wat. Code, § 1122; Cal. Code Regs., tit. 23, § 768.) Reconsideration before the State Water Board is an administrative remedy requiring exhaustion before seeking judicial review where, as here, the decision or order was issued under delegated authority. (Wat. Code, § 1126, subd. (b).) The bases for reconsideration are: (1) irregularity in the proceedings, or any ruling, or abuse of discretion, by which the person was prevented from having a fair hearing; (2) the decision or order is not supported by substantial evidence; (3) there is relevant evidence which, in the exercise of reasonable diligence, could not have been produced; or (4) error in law. (Cal. Code Regs., tit. 23, § 768.) A petition for reconsideration must contain the information required by California Code of Regulations, title 23, section 769.

Paragraph 7.c of the Order of Appointment provides that any party may file objections to the draft report within 30 days after the date of the mailing of the report. To be considered as a request for reconsideration by the State Water Board, any objection that is filed must meet the requirements for reconsideration under the State Water Board's statutes and regulations.

Petitions for reconsideration should be addressed to:

Scott McFarland, Senior WRCE
Petitions and Licensing Unit
Division of Water Rights
State Water Resources Control Board
P.O. Box 2000
Sacramento, CA 95812-2000
Email: Scott.McFarland@waterboards.ca.gov

FEB 23 2022

Petitions for reconsideration may also be hand delivered to the following address by appointment only by contacting the Division's records room at dwr@waterboards.ca.gov, or (916) 341-5300:

Records Unit
Attention: Scott McFarland
Division of Water Rights
State Water Resources Control Board
Cal/EPA Headquarters
1001 I Street, 2nd Floor
Sacramento, CA 95814-2828

If you have any questions regarding this matter, please contact Kate Gaffney by e-mail at Kathryn.Gaffney@waterboards.ca.gov. Written correspondence or inquiries, other than petitions for reconsideration, should be addressed as follows:

State Water Resources Control Board
Division of Water Rights
Attn: Kate Gaffney
P.O. Box 2000
Sacramento, CA 95812-2000

Sincerely,



Erik Ekdahl, Deputy Director
Division of Water Rights

Enclosure

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

**IN THE MATTER OF LICENSES 6000 AND 9407 (APPLICATIONS 2221 AND 1389)
OF WALKER RIVER IRRIGATION DISTRICT**

**PETITIONS FOR TEMPORARY CHANGE INVOLVING THE TRANSFER AND
INSTREAM FLOW DEDICATION OF 25,000 ACRE-FEET OF WATER**

ORDER APPROVING TEMPORARY CHANGES

BY THE DEPUTY DIRECTOR FOR WATER RIGHTS:

This Order conditionally approves the Walker River Irrigation District's (District) petitions for temporary change involving the transfer of water and instream flow dedication under water right Licenses 6000 and 9407 (Applications 2221 and 1389), pursuant to Water Code sections 1725 et seq. and 1707. This Order includes substantially similar terms and conditions, revised as appropriate, as those included in the California State Water Resources Control Board's (State Water Board or Board) 2014 and 2020 approvals of similar petitions filed by the District.

1.0 BACKGROUND

1.1 Overview

On November 10, 2021, the District filed the two petitions for temporary change with the State Water Board's Division of Water Rights (Division).

The petitions involve the waters of the interstate Walker River stream system. The District holds License 6000 for Topaz Reservoir, which is located on the West Walker River, and License 9407 for Bridgeport Reservoir, which is located on the East Walker River. The West Walker River and East Walker River originate in the Sierra Nevada of California and flow into Nevada where they join to create the main stem of the Walker River, which then flows to Walker Lake, a natural desert terminal lake in Nevada.

The purpose of the proposed temporary changes is to assist in implementation of the Walker Basin Restoration Program (Restoration Program). The Restoration Program was established by Congress in 2009 by Public Law 111-85 for the primary purpose of restoring and maintaining Walker Lake, which is critical to the recovery of the threatened Lahontan Cutthroat Trout and is an important stopover for migratory

waterfowl. Due to insufficient freshwater inflows, Walker Lake's elevation has been declining since the early 1900s and increased salinity levels threaten its ecology. The Restoration Program seeks to increase instream flows to Walker Lake through various basin-wide initiatives.

The Walker Basin Conservancy (WBC) currently administers the Restoration Program. The Restoration Program includes a three-year water leasing demonstration program (Stored Water Program) that is administered and managed by the District pursuant to a grant agreement with the National Fish and Wildlife Foundation (NFWF), the predecessor to the WBC. Under the Stored Water Program, surface water is released from Topaz and Bridgeport Reservoirs for the purpose of increasing inflows to Walker Lake and to obtain information regarding the establishment, budget, and scope of a longer-term leasing program. Through the Stored Water Program, individual farmers within the District may voluntarily dedicate a portion of their stored water supply to the Stored Water Program for at least one year. Although the Stored Water Program is authorized for three years, it is not required to be implemented three times or in three consecutive years.

1.2 The District's Previous Transfers Under the Stored Water Program

In February 2013, the District filed the first set of petitions for temporary changes involving the transfer of water and instream flow dedication under water right Licenses 6000 and 9407 to assist in the initial implementation of the Restoration Program. The State Water Board approved the petitions in February 2014,¹ but the transfer of water did not occur until August 2019 for various reasons, including the need for additional approvals and resulting litigation.

The Ninth Circuit Court of Appeals ultimately affirmed the State Water Board's approval in *United States v. United States Board of Water Commissioners* (9th Cir. 2018) 893 F.3d 578 (*US v. USBWC*). The court upheld the State Water Board's determination that the proposed changes involved water that would otherwise be stored and thus would not injure any legal user of the water as being consistent with the Walker River Decree and in accord with California law. (*Id.* at p. 604.) The court also concluded that Walker Lake is part of the Walker River Basin and that "dedicating water from the Walker River to Walker Lake does not violate the Decree's prohibition on delivering water 'outside of the basin of the Walker River.'" (*Id.* at p. 606.) It further clarified that state law applies to state agencies' consideration of the changes: "[t]he Decree presupposes state law in its entirety as to both substance and procedure." (*Id.* at p. 595.) The court remanded with

¹ The Division conditionally approved the change petitions by order dated February 21, 2014, and the State Water Board denied various parties' request for reconsideration and amended the Division's order by Order WR 2014-0020-Exec (May 16, 2014).

instructions to grant the District's petition to modify the Walker River Decree consistent with the State Water Board's report.

The temporary changes ultimately were authorized through July 16, 2020. The District initiated the transfers in 2019 and released approximately 17,664 acre-feet (af) of stored water to the Walker River system and Walker Lake in August through October 2019.

In January 2020 the District filed a similar set of petitions for temporary changes involving the transfer of water and instream flow dedication under water right Licenses 6000 and 9407 to enable the second year of the Stored Water Program. The Division approved the petitions by order dated April 17, 2020. The District released approximately 703 af of stored water to the Walker River system and Walker Lake in August 2021 for the second year of the Stored Water Program.

With the current change petitions, WRID seeks to implement the third and final demonstration year of the Stored Water Program.

2.0 PETITIONS FOR TEMPORARY CHANGE INVOLVING TRANSFER

2.1 The Walker River Action and Related Proceedings

The proposed changes involve waters of the Walker River that have been adjudicated by the United States District Court for the District of Nevada in *United States of America v. Walker River Irrigation District, et al.*, Case In Equity No. C-125. The federal District Court issued Decree C-125 (the Walker River Decree) on April 14, 1936, and subsequently amended the decree on April 24, 1940. The U.S. Board of Water Commissioners for the Walker River (USBWC) and the Water Master/Chief Deputy Water Commissioner for the Walker River (Water Master) are charged with apportioning and distributing the waters of the Walker River and its tributaries under the Walker River Decree. In administering the Walker River Decree, the Water Master operates under the *Rules and Regulations for the Distribution of Water on the Walker River Stream System under the Provisions of Paragraph 15 of Decree in Equity, No. C-125*, which were approved by the federal District Court on September 3, 1953 (1953 Rules).

Pursuant to the federal District Court's order, the State Water Board is responsible for reviewing proposed changes in the point of diversion, place of use, or purpose of use, in the exercise of federally adjudicated rights in California that have been established by the Walker River Decree. Thus, in addition to applicable California law, the State Water Board has processed the petitions in accordance with the Administrative Rules and Regulations adopted by the federal District Court in Case No. C-125, as amended through June 3, 1996² (Administrative Rules) and will continue to comply with those

² *Administrative Rules and Regulations Regarding Change of Point of Diversion*,

rules in this proceeding.³ Any approval by the State Water Board will not take effect until the federal District Court enters an order modifying the Walker River Decree accordingly.

2.2 Description of the Current Proposed Transfer

The District filed two separate petitions under Licenses 6000 and 9407 with similar proposed changes that seek to transfer up to a total of 25,000 af for instream flow dedication to Walker Lake. Through its petitions, the District seeks to temporarily 1) add to the existing place of use covered under License 6000 by including the West Walker River from the outlet of Topaz Reservoir to the confluence of the Walker River, thence the Walker River to and encompassing Walker Lake; 2) add to the existing place of use covered under License 9407 by including the East Walker River from Bridgeport Reservoir to the confluence of the Walker River, thence the Walker River to and encompassing Walker Lake; and 3) add Fish and Wildlife Preservation and Enhancement to both licenses as an additional purpose of use for instream dedication to Walker Lake. The water involved is surface water that was previously stored or would have otherwise been held in storage at Topaz Reservoir or Bridgeport Reservoir absent the transfer, some or all of which would otherwise have been released for irrigation purposes within the District. The proposed releases by the District would occur during a period of up to one year following final approval by the State Water Board, the federal District Court, and the Nevada State Engineer.

The quantities of water proposed to be released by the District are variable and depend upon hydrologic conditions and participation in the Stored Water Program by individual growers within the District. The District indicates that the estimated maximum quantity of water that may be transferred from Topaz or Bridgeport Reservoir over a 30-day period is up to a total of 25,000 af. The average flow rate associated with this quantity is approximately 420 cubic feet per second (cfs) over a 30-day period. The instantaneous releases from Topaz Reservoir and Bridgeport Reservoir may be up to approximately 750 cfs and 550 cfs, respectively. The District proposes to release water

Manner of Use or Place of Use of Water of the Walker River and Its Tributaries and Regarding Compliance with California Fish and Game Code Section 5937 and Other Provisions of California Law (as amended through June 3, 1996).

³ "Change applications" under the Administrative Rules (and Nevada law) and "change petitions" under California law involve similar actions. The Administrative Rules defines "change applications," as applications to change the point of diversion, manner of use, or place of use of water rights under the Walker River Decree. (Administrative Rules, § 1.1(c).) In California, such requests for change are made through a petition process and referred to as "change petitions." (See, e.g., Wat. Code, § 1726, subd. (a)(1) [a person proposing a temporary change shall submit a petition to the State Water Board].)

from April 1 through October 31, which is generally the irrigation season. Following evaluation of participation by growers in the Stored Water Program, the District will develop and operate to a schedule of releases for the proposed temporary changes that will be coordinated with the Water Master and other entities, including the WBC/NFWF, and the Walker River Paiute Tribe (Tribe).

The District anticipates that the State Water Board's approval will include similar terms and conditions to those included in the Board's 2014 and 2020 approvals.

2.3 Summary of Water Right Licenses 6000 and 9407

License 6000 – Topaz Reservoir

The District holds water right License 6000 (Application 2221), with a priority date of February 21, 1921, for collection to storage in Topaz Reservoir. License 6000 authorizes the diversion of up to 57,580 acre-feet per annum (afa) of water to off-stream storage in Topaz Reservoir from the West Walker River tributary to Walker River in Mono County. The season of diversion is from about October 1 of each year through about July 15 of the succeeding year. The rate of diversion to off-stream storage is limited to 1,000 cfs. The water can be used for domestic and irrigation purposes on a net area of 79,174 acres within a gross area of 132,573 acres within the boundaries of the District.

License 9407 – Bridgeport Reservoir

The District holds water right License 9407 (Application 1389), with a priority date of August 8, 1919, for storage in Bridgeport Reservoir. License 9407 allows the diversion of up to 39,700 afa of water to storage in Bridgeport Reservoir from the East Walker River tributary to Walker River in Mono County. The season of diversion to storage is from about September 1 of each year to about July 20 of the succeeding year. The maximum amount of water that can be held in the reservoir at any time cannot exceed 42,500 af and the maximum withdrawal in any one year cannot exceed 36,000 af. The water can be used for irrigation and recreational purposes. Irrigation is allowed on 52,062 acres net within the gross area of the District. Storage rights under License 9407 in combination with the District's other rights confirmed by Federal Decree C-125 cannot exceed 57,000 afa.

3.0 CRITERIA FOR APPROVING THE PROPOSED TEMPORARY CHANGES

Water Code section 1707 authorizes the use of the temporary transfer provisions of Water Code section 1725 et seq. for a change for the purposes of preserving or enhancing wetlands habitat, fish and wildlife resources, or recreation in, or on, the water. Pursuant to Water Code sections 1707 and 1725, the District has applied for a

temporary change involving a transfer for the purpose of preserving and enhancing fish and wildlife resources. The State Water Board shall approve a temporary change involving the transfer of water under Water Code section 1725 et seq. if it determines that a preponderance of the evidence shows both of the following:

- a. The proposed change would not injure any legal user of water, during any potential hydrologic condition that the State Water Board determines is likely to occur during the proposed change, through significant changes in water quantity, water quality, timing of diversion or use, consumptive use of water or return flows.
- b. The proposed change would not unreasonably affect fish, wildlife, or other instream beneficial uses.

(Wat. Code, § 1727, subd. (b).)

In addition, the proposed change must involve only the amount of water that would have been consumptively used or stored in the absence of the temporary change. (*Id.*, § 1726, subd. (e).)

Moreover, before approving the District's petitions, the State Water Board must make the following findings under Water Code section 1707:

- a. The proposed change will not increase the amount of water the District is entitled to use.
- b. The proposed change will not unreasonably affect any legal user of water.
- c. The proposed change otherwise meets the requirements of division 2 (commencing with section 1000) of the Water Code.

Temporary changes pursuant to Water Code section 1725 may be effective for a period of up to one year from the date of approval. (Wat. Code, § 1728.) The -one-year period does not include any time required for monitoring, reporting, or mitigation before or after the temporary change is carried out." (*Ibid.*)

The State Water Board also has an independent obligation to consider the effect of the proposed project on public trust resources and to protect those resources where feasible. (*National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419.) The State Water Board considers the evaluation of public trust resources as part of its evaluation of impacts to fish, wildlife, or other instream beneficial uses under Water Code section 1727, subdivision (b)(2).

4.0 COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The District filed the petitions for a temporary transfer and change under Water Code sections 1707 and 1725 et seq. Water Code section 1729 exempts temporary changes involving a transfer of water from the requirements of CEQA (Pub. Resources Code, § 21000 et seq.). The State Water Board will file a Notice of Exemption.

5.0 PUBLIC NOTICE OF THE PETITIONS

On November 22, 2021, the State Water Board issued public notice of the petitions for temporary change, posting the notice on the Division's website and providing the notice via the Board's electronic notification service to the following electronic subscription mailing lists: Walker River Water Right Change Petition, Water Rights Transfers, and Water Rights Petitions. On the same date, the public notice was provided by first class mail to interested persons identified in the Administrative Rules and to downstream water right holders. The November 22, 2021 public notice of the petitions was also published in the following newspapers: the Gardnerville Record-Courier, the Lyon County Leader, and the Mineral County Independent-News. On January 22, 2022, public notice of the petitions was also published in the Mammoth Times.

6.0 COMMENTS ON THE PETITIONS

The State Water Board received comments on the petitions from 1) the WBC; 2) Mr. Mark Mahan; 3) the USBWC and the Water Master; and 4) the California Department of Fish and Wildlife (CDFW), California's trustee agency for fish and wildlife resources. On January 6, 2022, the District responded to the comments. This section summarizes the comments and the District's responses and, as appropriate, the State Water Board's consideration of the issues raised.

6.1 WBC Comments

The WBC indicated that it is fully supportive of the District's petitions, which it stated are consistent with the NFWF funding agreement, as well as necessary to implement the Stored Water Program. The WBC noted the importance of monitoring and evaluating the effects of the timing of transferred water releases on river health and other ecological needs as part of the Stored Water Program and that such efforts "can provide important feedback that informs adaptive management and joint learning in support of future operations and longer-term efforts." (WBC Comment Letter (Dec. 7, 2021), p. 2.)

6.2 Mark Mahan

Comments:

Mark Mahan of Santa Margarita Ranch objected to the timing of the release of waters under the District's proposed transfer. Mr. Mahan stated that he works along the East Fork Walker River corridor that runs through the ranch. Citing to low reservoir pools and low allotments the past two years, Mr. Mahan explained that the transfers should not occur during critical low water years. Instead, water should be transferred in years when there are excess flows through the reservoirs. Mr. Mahan stated that the transfer of water and changes should be based on availability of excess water after the water user group has been supplied water pursuant to their water rights or the change of use should have a new priority date set at the time of the change so that water users can still get their water. He further noted that taking water from the two ranches up the canyon has a negative effect on riparian vegetation and increases invasive species.

District Response:

The District stated that availability of stored water to water users within the District is unchanged. The District allocates available stored water to landowners who are entitled to the stored water, and in turn individual landowners within the District may voluntarily dedicate a portion of the allocated stored water supply to the Stored Water Program. Landowners' participation in the Stored Water Program will not change the amount of stored water available to other parties who have an entitlement to the District's stored water. Further, the stored water that is voluntarily dedicated to the Stored Water Program is not excess water and has no impact on the availability of water to other users under their water rights or entitlements.

The District further explained that the situation involving the two ranches upstream from the Santa Margarita Ranch is not related to the Stored Water Program. The ranches previously sold their land and natural flow water rights to the WBC, and the ranches have become part of the Nevada State Park system. The WBC has not applied to the Nevada State Engineer to change those natural flow rights for use at Walker Lake. The WBC and Nevada State Parks are the parties who currently decide whether to irrigate those ranches.

As discussed below, the State Water Board finds that, based on information in the record, the District has met its burden of establishing that the proposed change will not injure any legal user of water. Moreover, the issues related to the two upstream ranches are not related to the proposed changes involving the transfer of water.

6.3 USBWC and Water Master Comments

Comments:

The USBWC and the Water Master (referred to collectively in this subsection as USBWC) requested that the District be required to provide the USBWC with a copy of the release plan and the summary report or information submitted to the Division pursuant to any condition of approval similar to Condition 10 of the Division's 2014 Order. Condition 10 of the Division's 2014 Order requires the District to submit certain information, including documentation of compliance with all other conditions of the Order, to the Division within 90 days of completion of the transfer period. A similar condition is included in this order as Condition 11.

The USBWC referenced the District's statement in the petitions that the District will rely on existing water measurement gages in the Walker River Basin for monitoring flows and accounting for actual releases. The USBWC believes that, for purposes of monitoring flows and accounting for actual releases by the District for the Stored Water Program, it is critical that the existing water measurement gages in the Walker River Basin, at a minimum, be maintained, including but not limited to the Miller Lane gage. The USBWC stated that it is not clear whether the Miller Lane gage will be maintained during the 2022 agricultural season.

The USBWC commented that there is no information provided in the petitions regarding the management and accounting for stored water transferred under the Stored Water Program past the Wabuska Gage and that the District did not ask that the Lower Walker River Conveyance Protocols⁴ govern the conveyance of stored water. The USBWC assumes that the protocols will be in place if the petitions are approved by the State Water Board.

District Response:

The District stated that it will provide the USBWC a copy of the release plan and summary report or other information submitted to the Division pursuant to any condition of approval of the current petitions that is similar to Condition 10 of the Division's previous orders. The District also indicated it will provide the USBWC a copy of any temporary change applications filed with the Nevada State Engineer and copies of any

⁴ The protocols establish accounting procedures for the conveyance of NFWF's Restoration Program water from Wabuska Gage through the Tribe's Reservation to Walker Lake and are the result of a stipulation between NFWF, the Tribe, and the Bureau of Indian Affairs to resolve protests over NFWF's Nevada Application 80700 to change the manner of use and place of use of decreed water rights to increase inflows to Walker Lake.

monthly reports submitted to the Nevada State Engineer.

The District stated that it is currently coordinating with the U.S. Geological Survey to ensure that the Miller Lane gaging station will be maintained during the 2022 season.⁵

The District also stated that the Lower Walker River Conveyance Protocols will govern the conveyance of the released water under the Stored Water Program in the Lower Walker River including the reach from the Wabuska Gage through the Walker River Indian Reservation and to Walker Lake.

The State Water Board finds that it is reasonable for parties that must be consulted on the release plan, the Water Master, the WBC/NFWF, and the Tribe, also to have an opportunity to review information related to the completion of the transfer. Condition 11 will require the District to provide notice of availability of the report to these parties and, on request, make the report available either by posting it on a website or other means. In addition, the USBWC requested that the District be required to provide the USBWC with copies of any temporary change applications and monthly reports submitted to the Nevada State Engineer as required by any temporary permits issued by the Nevada State Engineer, but does not explain how this information is required under California water right law or otherwise relates to the State Water Board's consideration of the petitions. Approvals by the Nevada State Engineer that fall within the definition of final approval in Condition 1 must be provided to the Deputy Director for Water Rights. As explained below, there is sufficient information in the record to support the State Water Board's approval of the transfer petitions. The USBWC will receive notice of the District's compliance with conditions of this Order pursuant to Condition 11.

6.4 CDFW Comments

Comments:

CDFW stated that it is not opposed to the "concept of water transfers if the transfer is structured and timed such that beneficial uses for fish and wildlife resources are not

⁵ Pursuant to a 2019 stipulation between NFWF and the USBWC, the Miller Lane gage is being operated for a trial period of three irrigation seasons for the Water Master's administrative flows under Nevada Permit 80700 within Nevada. At the end of the trial period, the Water Master and NFWF will conduct a technical analysis of the stream flow data to inform the utility of the Miller Lane gage and/or the Yerington Weir gage in the future. At this time, the WBC is awaiting finalized data from the Miller Lane gage for the 2021 irrigation season in order to complete the analysis necessary to determine the effectiveness of the gage to administer instream flows. The State Water Board's conditional approval of the petitions is not dependent on the operation of the Miller Lane gage.

impacted or impaired.” (CDFW Comment Letter (Dec. 22, 2021), p. 2.) CDFW is concerned that the District’s proposed transfer period may occur when high flows may be detrimental to fisheries and recommends that flows in East Walker River should be limited to 20 to 50 cfs from December through February to avoid adverse impacts to overwintering trout and fulfill the requirements of Fish and Game Code section 5937. CDFW also recommended that the District’s transfer releases should be timed to avoid flow increases or decreases in excess of 15 percent per day between January and May to avoid impacts to spawning rainbow and Lahontan cutthroat trout, as well as protecting spawning native mountain sucker and mountain whitefish. CDFW requested that any approval of the petitions include a monitoring and reporting requirement, at least monthly, that provides information detailing the location, timing, and amount of flow releases to ensure compliance with CDFW’s proposed flow conditions.

District Response:

The District stated that the Stored Water Program will only be releasing water during irrigation season, consequently no water will be released during the months of December through February. The season of use for stored water is generally from April through October 31, and releases for the Program will be scheduled to be made within the historic range of releases during that period. The District stated that it is highly unlikely that any releases for the Program will be made during April, however those releases would be made within the range of releases for that month.

The District stated that the State Water Board’s previous approvals of the Stored Water Program required the District to provide a monitoring report to the Board within 90 days of completion of the transfer. The District has only been required to submit monthly reports to the Board if the District released stored water in either amounts exceeding the historic range of releases during the irrigation season or following October 31. The District indicated it does not intend to do either, however it will comply with requirements for monthly reporting with respect to any such releases.

The District indicated that it performs monitoring on a daily basis and that information is provided on the District’s website⁶.

To ensure that the proposed change would not unreasonably affect fish, wildlife, or other instream beneficial uses, the State Water Board will require the District to ensure that transfer releases do not contribute to flow increases⁷ in the Walker River system in

⁶ Daily monitoring data for WRID’s Stored Water Program is located on the following webpage: <http://www.wrid.us/WRID/SWLP>

⁷ In CDFW’s comments, it recommended that the District’s transfer releases should avoid “flow increases *or decreases* in excess of 15% per day between January and May.” (CDFW Comment Letter (Dec. 22, 2021), italics added.) On January 14, 2022, CDFW staff confirmed with Division staff the term ‘decreases’ was inadvertently

excess of 15 percent per day in April or May. If, however, after consultation with CDFW, CDFW agrees in writing that flow increases in excess of 15 percent per day in April or May will not unreasonably affect fish, wildlife, and other instream beneficial uses, the District may make larger releases consistent with the terms of this order. If the District releases stored water in April or May, the District will be required to provide monthly reports to the State Water Board and CDFW documenting compliance with this requirement. The District will also be required to notify CDFW of availability of the summary report as detailed in Condition 11 of this Order.

7.0 STATE WATER BOARD FINDINGS

In considering changes sought to California water rights adjudicated in the Walker River Decree, the State Water Board proceeds under California law and agency practice and procedure. (*US v. USBWC, supra*, 893 F.3d at p. 595; Administrative Rules, § 5.1.)

7.1 Availability of Water for Transfer

Before approving a temporary change involving the transfer of water, the State Water Board must determine that the proposed transfer would only involve the amount of water that would have been consumptively used or stored by the permittee or licensee in the absence of the proposed temporary change. (Wat. Code, §§ 1725, 1726, subd. (e).) In addition, before approving a change under section 1707, the State Water Board must find that the proposed change will not increase the amount of water the person is entitled to use. (*Id.*, § 1707, subd. (b)(1).)

The change petitions involve the transfer of stored water. The water that is the subject of the petitions is previously stored water or water that would have otherwise been held in storage at Topaz or Bridgeport Reservoirs absent the proposed transfer, “some or all of which would have been released for irrigation purposes within the District...” (Petition for License 6000, Att. No. 1, p. 2; Petition for License 9407, Att. No. 1, p. 2.) The water would have been stored either during the non-irrigation season or during the irrigation season when all other decreed rights to natural flow are fully satisfied. (Petition for License 6000, Att. No. 1, p. 5; Petition for License 9407, Att. No. 1, p. 5.)

The State Water Board conducted an independent evaluation of its records. The combined annual use under Licenses 6000 and 9407 was 28,930 af, 72,260 af, 68,680 af, and 57,921 af during 2017, 2018, 2019, and 2020, respectively. These data indicate that the District has put the amount proposed to be transferred to recent beneficial use and would, absent the proposed changes, have released water from Topaz and Bridgeport Reservoirs to the landowners within the District for irrigation purposes or would have retained the volume of water in storage pursuant to its water

included in CDFW's flow recommendation.

rights. The State Water Board finds that, in accordance with Water Code section 1726, subdivision (e), the water proposed for transfer pursuant to this order would be consumptively used or stored in the absence of the proposed temporary change. This Order includes a term to ensure that District landowners who participate in the Stored Water Program do not receive additional water to offset the water transferred.

Moreover, the District's petitions do not request any changes in the diversion of water to storage; instead they only request changes in the place and purpose of use upon release from storage. Thus, the State Water Board finds that, in accordance with Water Code section 1707, subdivision (b)(1), the proposed change will not increase the amount of water that the District is entitled to use.

7.2 No Injury to Other Legal Users of Water

Before approving a temporary change involving the transfer of water, the State Water Board must find that a preponderance of the evidence shows that the proposed temporary change would not injure any legal user of water during any potential hydrologic condition that the Board determines is likely to occur during the proposed change, through significant changes in water quantity, water quality, timing of diversion or use, consumptive use of the water, or reduction in return flows. (Wat. Code, § 1727, subd. (b)(1).) Water Code section 1707, subdivision (b)(2) also requires the State Water Board to determine before approving a change for purposes of instream flow dedication that the change will not unreasonably affect any legal user of water.

Thus, with respect to the "no injury" inquiry under both Water Code sections 1727 and 1707, the State Water Board must evaluate whether the change will injure any legal user of the water involved in the change. The controlling consideration in the State Water Board's inquiry is the effect of the change on the rights of others. (*State Water Resources Control Bd. Cases* (2006) 136 Cal.App.4th 674, 743, 805.) A person who claims injury from a proposed change "must show the change will interfere with his or her *right* to use the water, whatever the source of that right may be." (*Id.* at p. 805, italics in original.) It is not enough for a water user to show that it will receive less water as a result of the change. Instead, a water user claiming injury must demonstrate that it has a right to the greater amount of water claimed and that the proposed change will interfere with that right. (*Ibid.*; see also State Water Board Decision 1651 (2012) (D-1651), p. 22.)⁸

Based on the information in the record, the District has met its burden of establishing that the proposed change will not injure any legal user of water. (Wat. Code, § 1727,

⁸ D-1651 can be viewed at

<http://www.waterboards.ca.gov/waterrights/board_decisions/adopted_orders/decisions/d1650_d1699/wrd1651.pdf (as of February 15, 2022).

subds. (b)(1), (c).) The District holds water rights to storage at Topaz and Bridgeport Reservoirs under Licenses 6000 and 9407. The water subject to the proposed temporary changes will continue to be diverted to storage under the terms and conditions of the two licenses and in accordance with water right priority. The proposed temporary changes only involve the release of water that that was diverted to storage after senior rights had been met. Thus, senior rights cannot be injured by changes in stored water once that water has been stored. Further, a downstream appropriator cannot require the owner of an upstream reservoir to release previously appropriated water. (*State Water Resources Control Bd. Cases, supra*, at p. 743.) “[I]f previously stored water is not available to a water right holder, the water right holder cannot be injured if the water does not arrive at the water right holder’s point of diversion due to a change in the use of the stored water.” (D-1651, at p. 24.) Water previously stored water by the District is only available for use by the District and is not available for other users downstream. (*US v. USBWC, supra*, 893 F.3d at p. 604.)

The Stored Water Program may result in changes in reservoir operations that have the potential to affect return flows or irrigation efficiencies, which in turn could affect the availability of water for junior priority water right holders. But the issue of water availability is distinct from the issue of legal injury. Water being used under an existing right is not available for appropriation. (Wat. Code, § 1202; Cal. Code Regs., tit. 23, § 695.)

Moreover, there is no legal right to return flows from stored water that has not been abandoned. Releases of stored waters are foreign in time—in other words, they would not be present in the stream under natural conditions—and “have no relationship to or conflict with priorities of right to use the flows of another time or season.” (State Water Board Decision 192 (1928),⁹ at pp. 23-24; see *Stevens v. Oakdale Irrigation Dist.* (1939) 13 Cal.2d 343, 350-352 [downstream user has no right to continued releases of artificial flow]; *Lindblom v. Round Valley Water Co.* (1918) 178 Cal. 450, 457 [downstream riparian user has no right to discharge of stored water]; State Water Board Decision 1602 (1984),¹⁰ at p. 4 [citing *Stevens v. Oakdale Irrigation Dist.*, *supra*, as indicating that “noncontractual rights to the use of foreign water are not a valid basis for claiming injury as a legal user of water”].)

⁹ The State Water Board’s predecessor at the time was the Division of Water Rights in the Department of Public Works. Decision 192 can be viewed at <http://www.waterboards.ca.gov/waterrights/board_decisions/adopted_orders/decisions/d0150_d0199/wrd192.pdf> (as of February 15, 2022).

¹⁰ Decision 1602 can be viewed at <http://www.waterboards.ca.gov/waterrights/board_decisions/adopted_orders/decisions/d1600_d1649/wrd1602.pdf> (as of February 15, 2022).

Senior water right diverters downstream of Topaz and Bridgeport Reservoirs will not be affected by the transfer. The water under Licenses 6000 and 9407 will be diverted to storage in accordance with water right priority on the stream system. Senior rights cannot be injured by the release of water stored under a junior water right.

To avoid potential injury and to ensure that other water users can identify the waters subject to the temporary changes, the State Water Board will require the District to develop and operate to a schedule of releases set forth in a release plan for the proposed temporary transfer and instream flow dedication, in consultation with the Water Master, the Tribe, and the WBC/NFWF. In part, the release plan will describe the proposed schedule and volume of releases to be made from each reservoir during the period of April 1 through October 31. Further, under the District's grant agreement with NFWF, the District must develop an Annual Monitoring Plan that will monitor the release and delivery of Stored Water Program water and maintain daily records to account for the releases and deliveries of the water.¹¹ The information must be made publicly available. This Order also makes the development of such a plan and public accounting a requirement of the approved changes. Moreover, as noted above, the District landowners participating in the transfer authorized under this Order to implement the Stored Water Program shall not receive a supplemental or replacement water supply to offset, in any manner, the transferred water. After the transfer period ends, an accounting of the volume of water transferred must be submitted to the Deputy Director for Water Rights.

The State Water Board finds that, in accordance with Water Code section 1727, subdivision (b)(1) and Water Code section 1707, subdivision (b)(2), the proposed temporary changes would not injure any legal user of the water during any potential hydrologic condition that the State Water Board determines is likely to occur during the proposed change, through significant changes in water quantity, water quality, timing of diversion or use, consumptive use of the water, or reduction in return flows, or otherwise unreasonably affect a legal user of water.

7.3 No Unreasonable Effect Upon Fish, Wildlife, or Other Instream Beneficial Uses

Before approving a temporary change due to a transfer of water, the State Water Board must find that the proposed change would not unreasonably affect fish, wildlife, or other instream beneficial uses. (Wat. Code, § 1727, subd. (b)(2).)

¹¹ NFWF and the District have executed several amendments to the original grant agreement. The most recent amendment, the fourth amendment to the grant agreement, extends the period of performance but does not alter the terms of the first amendment to the NFWF grant agreement regarding the Annual Monitoring Plan or applicable reporting requirements that are required by this Order.

The District anticipates that the increased flows resulting from releases from Topaz or Bridgeport Reservoirs will result in beneficial effects on fish, wildlife, other instream beneficial uses and water quality downstream to and including Walker Lake. If the District determines that stored water releases will occur in amounts exceeding the historical range of releases, the District proposes to consult with the CDFW and Mono County to identify potentially unreasonable impacts to fish and wildlife and instream beneficial uses, and to develop measures to avoid or mitigate any such impacts.

The purpose of the petitions is to assist with increasing flows into Walker Lake for environmental restoration in the Walker River Basin as provided under federal law and the Restoration Program. The change petitions do not propose any physical changes in the District's diversion and conveyance system. Nor do the petitions propose any change in the diversions to storage in Topaz or Bridgeport Reservoirs or existing bypass or minimum pool requirements. Thus, the record supports the conclusion that the proposed temporary changes, as conditioned, will not unreasonably affect fish, wildlife, or other instream beneficial uses.

To avoid unreasonably affecting fish, wildlife, or other instream beneficial uses, this Order will require the District to limit releases of stored water during the period of April 1 through October 31, which are made pursuant to the temporary changes approved by this Order, to the total historic range of reservoir releases during the irrigation season. The historic range of reservoir releases are those releases that have taken place under existing license conditions, including any requirements for reservoir surface water elevation, minimum pool, bypass flows, or ramping schedules. The District may release stored water in amounts exceeding the historic range of releases during the irrigation season if the District first consults with CDFW and Mono County to identify potentially unreasonable impacts to fish and wildlife and instream beneficial uses, and to develop measures to avoid or mitigate any such impacts. Such consultation shall include the establishment of a flow ramping schedule to avoid harm through rapid fluctuations in instream levels.

CDFW recommended that the District's transfer releases be timed to avoid flow increases in excess of 15 percent per day in April and May to avoid impacts to spawning rainbow and Lahontan cutthroat trout, as well as protecting spawning native mountain sucker and mountain whitefish. This Order requires that the District's transfer releases do not contribute to flow increases in the Walker River system in excess of 15 percent per day in April or May absent written concurrence by CDFW.

The State Water Board finds that, as conditioned, in accordance with Water Code section 1727, subdivision (b)(2), the proposed changes will not unreasonably affect fish, wildlife, or other instream beneficial uses.

8.0 STATE WATER BOARD'S DELEGATION OF AUTHORITY

On June 5, 2012, the State Water Board adopted Resolution 2012-0029, delegating to the Deputy Director for Water Rights the authority to act on petitions for temporary change if the State Water Board does not hold a hearing. The Resolution also delegates authority to the Deputy Director to perform duties related to processing change petitions in the Walker River action. This Order is adopted pursuant to the delegation of authority in sections 4.4.2 and 4.7.3 of Resolution 2012-0029.

9.0 CONCLUSIONS

The State Water Board has adequate information in its files to make the determinations required by Water Code sections 1707 and 1725 et seq.

The State Water Board concludes that, based on the available information:

1. The proposed transfers involve only an amount of water that would have been consumptively used or stored in the absence of the temporary change.
2. The proposed temporary changes will neither injure, nor unreasonably affect, any legal user of water, including during any potential hydrologic condition that the Board determines is likely to occur during the proposed change, through significant changes in water quantity, water quality, timing of diversion or use, consumptive use of water or return flows.
3. The proposed temporary changes will not unreasonably affect fish, wildlife, or other instream beneficial uses.
4. The proposed temporary changes will not increase the amount of water the District is entitled to use.
5. The proposed temporary changes will otherwise meet the requirements of Division 2 of the Water Code.

ORDER

NOW, THEREFORE, IT IS ORDERED THAT the District's petitions for temporary transfer and dedication of water for instream purposes of 25,000 acre-feet pursuant to Water Code sections 1707 and 1725 et seq. are approved for a period of one year, which will commence on the date of final approval, as defined below.

All existing terms and conditions of Licenses 6000 and 9407 remain in effect, except as temporarily amended by the following provisions:

1. The temporary change is limited to a one-year period commencing on the date of final approval. Final approval means that all related approvals by the federal District Court have been obtained, including modification of the Walker River Decree by the federal District Court to recognize (i) the State Water Board's approval of the changes under this Order and (ii) approval by the Nevada State Engineer of a change application submitted by an individual within the District to implement the Stored Water Program. Within 30 days after receiving the final approval, the District shall notify, and provide copies to, the Deputy Director for Water Rights of the approval. The one-year period does not include any time required for monitoring, reporting, or mitigation before or after the temporary change is carried out.
2. In addition to all other purposes of use authorized by Licenses 6000 and 9407, the purpose of use of the licenses is temporarily amended to include preservation and enhancement of fish and wildlife within the following reaches: 1) for License 6000, the West Walker River from Topaz Reservoir to the confluence of the Walker River, thence the Walker River to and encompassing Walker Lake; and 2) for License 9407, the East Walker River from Bridgeport Reservoir to the confluence of the Walker River, thence the Walker River to and encompassing Walker Lake.
3. The place of use under License 6000 is temporarily expanded to include preservation and enhancement of fish and wildlife within the reach between West Walker River from Topaz Reservoir to the confluence of the Walker River, thence the Walker River to and encompassing Walker Lake, within the following boundaries: Upstream Limit – Topaz Reservoir located at California Coordinate System, NAD 83, Zone 3, North 2,419,385 feet and East 6,845,209 feet, being within SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 12, T9N, R22E, MDB&M; Downstream Limit – The terminus of Walker River into and including Walker Lake within T9 to 11N, R29 to 30E, MDB&M, as shown on map filed with the State Water Board for License 6000 and maps prepared by the District and NFWF submitted with the petitions as Exhibit C.
4. The place of use under License 9407 is temporarily expanded to include preservation and enhancement of fish and wildlife within the reach between East Walker River from Bridgeport Reservoir to the confluence of the Walker River, thence the Walker River to and encompassing Walker Lake, within the following boundaries: Upstream Limit – Bridgeport Reservoir located at California Coordinate System, NAD 83, Zone 3, North 2,307,798 feet and East 6,931,075 feet, being within SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 34, T6N, R25E, MDB&M; Downstream Limit – The terminus of Walker River into and including Walker Lake within T9-11N, R29-30E, MDB&M, as shown on map filed with the State Water Board for License 9407 and maps prepared by the District and NFWF submitted with the petitions as Exhibit C.

5. Water transferred pursuant to this Order shall be limited to a combined maximum amount of 25,000 af to be released from either Topaz Reservoir or Bridgeport Reservoir, or both, from April 1 through October 31.
6. The District shall develop and operate to a schedule of releases (release plan) for the transfers that describes the proposed schedule and volume of releases to be made from either Topaz Reservoir or Bridgeport Reservoir, or both, during the period of April 1 through October 31.
 - a. The release plan shall be developed in consultation with the Water Master, the WBC/NFWF, and the Tribe. Within 30 days after consultation, the District shall provide verification to the Division of Water Rights that such consultation has occurred and information regarding any actions taken or that will be taken as the result of the consultation. The District shall promptly inform the Water Master, the WBC/NFWF, the Tribe, and the Division of Water Rights of any changes to the release schedule.

If any dispute arises during consultation regarding potential injury to legal users of water, the Deputy Director for Water Rights shall decide the matter. Consultation is required only when necessary to carry out this transfer; unless otherwise required by law, consultation is not required for releases of stored water for purposes unrelated to the transfer, such as irrigation, flood control, and dam safety. The District shall promptly inform these parties of any changes to the release schedule.

- b. Unless otherwise provided herein, the total release must be within the historic range of releases for each reservoir during the period of April 1 through October 31. The historic range of releases are those releases that have taken place under existing license conditions, including any requirements for reservoir surface water elevation, minimum pool, bypass flows or ramping schedules. The historical range of releases must be based on average daily releases in years with similar hydrology to the period in which the transfer will occur or be based on a comparable method that reflects the relevant hydrology and is approved in advance by the Deputy Director for Water Rights. The release plan must identify the historic range of releases during the irrigation season and evaluate whether water to be transferred during the irrigation season is within the historic range of releases.
 - c. At least one month prior to the period of releases for the transfer, the District will provide the release plan to the Deputy Director for Water Rights and make the plan publicly available.
7. In order for the District to release stored water in amounts exceeding the historic range of releases during the period of April 1 through October 31, the District first

shall consult with CDFW and Mono County to identify potentially unreasonable impacts to fish and wildlife and instream beneficial uses and to develop measures to avoid or mitigate any such impacts. Such consultation shall include (a) development of a schedule of releases for each reservoir; (b) establishment of flow ramping rates; (c) establishment of stream flow release limitations, if necessary; and (d) development of a monitoring plan for implementation to ensure that release of stored water exceeding the historic range of releases does not result in unreasonable impacts to fish, wildlife, or instream beneficial uses. The monitoring plan shall focus on specific fisheries concerns during the periods of release exceeding the historic range of releases. A monthly monitoring report shall be submitted to CDFW, Mono County, and the Deputy Director for Water Rights and a final report of the results of the monitoring submitted no later than 90 days after the transfer period ends.

Within 30 days after consultation, the District shall provide verification to the Division of Water Rights that such consultation has occurred and information regarding any actions taken or that will be taken as the result of the consultation. If any dispute arises during consultation regarding unreasonable impacts to fish, wildlife, and other instream beneficial uses, or measures to avoid or mitigate such impacts, the Deputy Director for Water Rights shall decide the matter. Consultation is required only when necessary to carry out this transfer; unless otherwise required by law, consultation is not required for releases of stored water for purposes unrelated to the transfer, such as irrigation, flood control, and dam safety.

8. If the District releases stored water for transfer in April or May, the releases shall not contribute to flow increases in the Walker River system in excess of 15 percent per day. If, after consultation with CDFW, CDFW agrees in writing that flow increases in excess of 15 percent per day in April or May will not unreasonably affect fish, wildlife, and other instream beneficial uses, the District may make larger releases consistent with the terms of this Order. When releasing stored water in April or May, the District shall provide monthly reports to the State Water Board and CDFW documenting compliance with this condition. The monthly reports shall be submitted to the State Water Board and CDFW within 15 days following the month(s) the releases occurred.
9. During the transfer period, the District landowners participating in the transfer authorized by this Order to implement the Stored Water Program shall not receive a supplemental or replacement water supply to offset, in any manner, the transferred water.
10. During the transfer period, the District shall comply with the section F, Annual Monitoring Plan, of Attachment A to First Amendment to [NFWF] Grant Agreement Regarding [District] Lease of Water Demonstration Program, Stored Water Program, and Water Measurement and Control Phase, and the public reporting provisions of

section J.3 of that Attachment A. If section F or section J.3 of Attachment A are substantively amended prior to, or during, the transfer period, the District shall promptly inform the Deputy Director for Water Rights.

11. Within 90 days of completion of the transfer period, the District shall provide a report to the Deputy Director for Water Rights describing the transfer authorized by this Order. The District will also provide notice of availability of the report to the Water Master, the WBC/NFWF, CDFW, and the Tribe, and, on request, make the report available either by posting it on a public website or by other means. The report shall include the following information:
 - a. The daily, monthly, and total volumes of water transferred for instream flow dedication from 1) Topaz Reservoir and from 2) Bridgeport Reservoir pursuant to this Order.
 - b. Documentation that the water transferred did not result in an increase in water diverted to storage in both Topaz Reservoir and Bridgeport Reservoir from the source waters of the District's licenses beyond the quantities that would otherwise have been diverted absent the transfer.
 - c. Documentation of compliance with all other conditions of this order.
12. No water shall be diverted or used pursuant to this Order, and no construction related to such diversion shall commence, unless petitioner has obtained and is in compliance with all necessary permits or other approvals required by other agencies.
13. Pursuant to Water Code sections 100 and 275 and the common law public trust doctrine, all rights and privileges under this temporary change Order, including method of use and quantity of water diverted, are subject to the continuing authority of the State Water Board in accordance with the law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use or unreasonable method of diversion of said water.
14. This order does not authorize any act that results in the taking of an endangered, threatened or candidate species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, § 2050 et seq.) or the federal Endangered Species Act (16 U.S.C.A. § 1531 et seq.). If a "take" will result from any act authorized under this transfer, the petitioner shall obtain authorization for an incidental take permit prior to construction or operation. Petitioner shall be responsible for meeting all requirements of the applicable Endangered Species Acts for the temporary change authorized under this Order.

15. I reserve jurisdiction to supervise the transfer, exchange, and use of water under this Order, and to coordinate or modify terms and conditions, for the protection of vested rights, fish, wildlife, instream beneficial uses and the public interest as future conditions may warrant.

STATE WATER RESOURCES CONTROL BOARD



*Erik Ekdahl, Deputy Director
Division of Water Rights*

Dated: **FEB 23 2022**

MAILING LIST
WALKER RIVER IRRIGATION DISTRICT
PETITIONS FOR TEMPORARY TRANSFER AND CHANGE

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Chair
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Nevada Department of Wildlife
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Reno, NV 89512

Tony Wasley, Director
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Reno, NV 89511

Mark Mahan
[via email]
msmahan53@gmail.com



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

TIME REQUIRED

SUBJECT Letter of Support From Mono County
Board of Supervisors for Disaster
Services and Disaster Response

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Board letter urging State of California support for a General Fund investment to provide funding and resources to bolster the ability of county human services departments to prepare for and respond to disasters.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 7609241763 / kpeterson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter of Support</p>
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History

Time	Who	Approval
3/17/2022 12:40 PM	County Counsel	Yes
3/23/2022 9:18 AM	Finance	Yes
4/1/2022 2:24 PM	County Administrative Office	Yes



Jennifer Kreitz - District One Rhonda Duggan - District Two Bob Gardner - District Three
John Peters - District Four Stacy Corless - District Five

BOARD OF SUPERVISORS COUNTY OF MONO

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

BOS@mono.ca.gov

Scheereen Dedman, Clerk of the Board

March 4, 2022

The Honorable Susan Talamantes Eggman, Chair
Senate Budget Subcommittee No. 3
State Capitol, Room 5019
Sacramento, CA 95814

The Honorable Dr. Joaquin Arambula, Chair
Assembly Budget Subcommittee No. 1
State Capitol, Room 6026
Sacramento, CA 95814

RE: EMERGENCY SERVICES AND DISASTER RESPONSE SUPPORT

Dear Senator Talamantes Eggman and Assembly Member Arambula:

The County of Mono urges your support for \$159 million General Fund (GF) investment to provide funding and resources to bolster the ability of county human services departments to prepare for and respond to disasters.

Over the past five years, the state has experienced an unprecedented number of emergencies and disasters, including but not limited to record-breaking wildfires and the pandemic. County human services agencies play a vital role in responding to and recovery from natural disasters. They are the lead for mass care and shelter functions, which includes feeding, basic first aid, bulk distribution of needed personal services, and providing short-term shelter or housing for individuals who are displaced. Counties redirect personnel for emergency response, including caseworkers and social workers whose normal duties include vital provision of human services to individuals in need. The frequency and severity of disasters in recent years has placed a great strain on the ability of county human services agencies to respond to disasters and meet the everyday responsibilities of human services programs.

An investment of \$159 million will help counties provide dedicated staffing and resources for emergency and disaster preparedness, response, and recovery. Specific funding components include:

- \$70 million to provide full time staff in every county dedicated to emergency planning and response,
- \$40 million in 2022-23 and \$8 million ongoing to provide training for county staff and volunteers on emergency response,
- \$25 million in 2022-23 and \$50 million ongoing to support mass care and shelter services for counties impacted by a disaster,

Emergency Services and Disaster Response Support Letter

- \$20 million to help safely aid and support vulnerable recipients of In-Home Supportive Services (IHSS), and
- \$2 million to help mitigate the urgent needs of children and youth in foster care.
- \$1 million to establish a state-county planning group for the purpose of successfully and efficiently improving disaster and emergency response for persons living in poverty, those with access and functional needs, those experiencing pre- and post-disaster homelessness and other disadvantaged communities.
- \$1 million to create a task force to establish a disaster support benefit to support CalWORKs families living in an area where there is a declared disaster.

In addition to these funding elements, the budget proposal includes several temporary flexibilities in the child welfare and IHSS programs to help ensure this needed support during emergencies can be provided.

This funding will ensure that county human services agencies can maintain normal operations of critical social services programs during emergencies and be able to more efficiently respond to the needs of vulnerable children, older adults, and families during disasters. For these reasons, Mono County urges your support.

Please contact our County Administrative Officer, Bob Lawton, if you have any questions or need additional information - (760) 932-5410.

Sincerely,

Bob Gardner

Bob Gardner (Mar 5, 2022 06:31 PST)

Bob Gardner, Chair
Mono County Board of Supervisors

cc: Members and Staff of the Senate Budget Subcommittee No. 3
Members and Staff of the Assembly Budget Subcommittee No. 1
County Welfare Directors Association of California



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

TIME REQUIRED

SUBJECT IRWM Funding for a Groundwater
Model for Tri-Valley Area

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from the Mono County Tri-Valley Groundwater Management District (TVGMD) agreeing that Mono County should take the place of the Owens Valley Groundwater Management Agency on the Integrated Regional Water Management (IRWM) group's eligibility list as an applicant for funding for a groundwater model for the Tri-Valley Area.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
3/29/2022 11:35 AM	County Counsel	Yes
3/29/2022 5:28 PM	Finance	Yes
4/1/2022 2:19 PM	County Administrative Office	Yes

**MONO COUNTY TRI-VALLEY GROUNDWATER
MANAGEMENT DISTRICT
P.O. Box 936
Benton, California 93512**

March 24, 2022
Via Email

Stacey Simon
Mono County Counsel
1290 Tavern Road
P.O. Box 2415
Mammoth Lakes, California 93546

RE: Grant Funding for a Groundwater Model for Tri-Valley area

Dear Stacey:

At the February 8, 2022 meeting of the Board of Supervisors, the Board agreed to pursue funding to support development of a groundwater model and/or related data collection and analysis activities in the Tri-Valley and Fish Slough area through the Integrated Regional Water program pending the concurrence of the Tri-Valley Groundwater Management District (TVGMD). Mono County is a member of the Integrated Regional Water Program (IRWP) and TVGMD is not a member.

The Board of Directors voted last evening to concur with the Board of Supervisor's previous action and agreed to provide any support necessary in the future to complete such a project. Our Board is aware of several obstacles likely to arise but will do all we can to make the project succeed if a groundwater model is funded through IRWP.

Thank you for all the work you and Deputy County Counsel Emily Fox have done on our behalf.

Yours truly,



CAROL ANN MITCHELL
Chairman
Mono County Tri-Valley
Groundwater Management District

cc: District 2 Supervisor Rhonda Duggan
Holly Alpert, IRWP



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: CAO, Public Health

TIME REQUIRED 15 minutes

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO; Emily Janoff,
Public Health Epidemiologist

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

PHONE/EMAIL: 760-932-5415 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
3/22/2022 3:48 PM	County Counsel	Yes
3/23/2022 9:18 AM	Finance	Yes
4/1/2022 2:18 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: County Administrator's Office

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO; Robert
Bendorf, MRG Solutions

SUBJECT Mono County 2022-24 Strategic Plan
Update

AGENDA DESCRIPTION:

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

Presentation by Robert Bendorf regarding the 2022-2024 Mono County Strategic Plan Update. On March 15, 2022 the Board received a presentation regarding a draft of the Strategic Plan Update following an engagement process which began in the Summer of 2021. Since March 15, additional comments have been received and addressed in this most current version of the plan.

RECOMMENDED ACTION:

Approve this draft for subsequent publication and incorporation into the work plans of the County Administrator's Office and County departments.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton, CAO

PHONE/EMAIL: (760) 932-5410 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> 2022-24 Mono County Strategic Plan Update Draft 2022-04-05</p>

History

Time

Who

Approval



Mono County Strategic Plan Update 2022-2024



April 5, 2022

MESSAGE FROM THE BOARD CHAIR

On behalf of the Mono County Board of Supervisors, it is my honor to share with you our updated Strategic Plan.

Our plan serves as part of the foundation for Mono County government as we provide critical services to our community. It also offers a unique focus necessary for the adaptive nature of California counties. Among many other elements, our Strategic Plan expresses the values to which we subscribe in addressing the needs of Mono County's residents, visitors, and businesses.

The Strategic Plan is a pathway to future accomplishments we can generate together. However, it does not relieve our organization of its parallel and ongoing responsibility to carry out hundreds of laws and mandates, encompassing more than half of our daily work lives. Our employees do not take these responsibilities lightly, completing those tasks while concurrently focusing tremendous effort on local initiatives and projects that improve our quality of life.

The Board of Supervisors and executive leadership provided strategic planning input with a focus driven by decades of public service experience in support of our wonderful County. Contributions before and during the process have been exceptionally valuable. Over 150 public surveys were completed, with introductions to the survey through the county's website, a webinar, direct mailers and several meetings with all Regional Planning Advisory Committees (RPAC's). All input received, whether from Board members, employees or our community members, assists us in refining our priorities and strategies.

Our internal and external partnerships are only as strong as our organizational foundation. The key to that foundation is our most important asset, Mono County employees. As a service-based organization, our leadership must provide a common set of values, a meaningful mission and set a direction to work collaboratively in our communities.

I would personally like to thank my colleagues and our employees who steadfastly supported planning efforts and worked to produce this well thought out and flexible update. Their contributions and leadership are invaluable.

We are committed to serving all in Mono County and achieving long lasting outcomes while successfully navigating any challenges we face. Thank you again to everyone for their input, participation, and commitment to Mono County.

Respectfully,

Bob Gardner, Chair
Mono County Board of Supervisors

ABOUT MONO COUNTY

Established by an act of the California Legislature in 1861, Mono County is the gem of the Eastern Sierra. Rich in history, natural beauty and outstanding natural resources, it is a destination for visitors from around the world. The County's 2020 population is approximately 13,200, with more than 50% of its residents living within the incorporated Town of Mammoth Lakes.

Mono County is the traditional homeland of Native American tribes, including the Bridgeport Indian Colony, Mono Lake Kutzadika'a Tribe, and Utu Utu Gwaitu Tribe (Benton Paiute), whose sovereignty, cultural heritage and stewardship of Mono County are very important to recognize as part of the County's foundation and rich history.

Aurora was established as the Mono County seat in 1861. However, an 1863 state boundary survey determined that Aurora was located in the State of Nevada! Accordingly, the County seat was moved to Bridgeport in 1864, where the historic Courthouse was built in 1880. At 6,463 feet above sea level, not only is Bridgeport the single highest county seat in California, but it is also one of California's few county seats not located within an incorporated city.

Mono County encompasses 3,030 square miles, of which 94% (2,845 square miles) is public land. Its diverse landscape - with picturesque seasons, recreational opportunities, and a rural quality of life - makes Mono County not only a destination for millions to visit, but a comfortable and welcoming place for individuals and families to call home.



GOVERNANCE



Mono County is governed by five elected County Supervisors who serve as the County's legislative and executive body, providing policy direction for all branches of Mono County government. The Board of Supervisors hires a County Administrative Officer and County Counsel who, in turn, assemble an executive team of Department Directors to manage day-to-day County activities and discharge Federal, State and local mandates.

PHOTOS OF BOARD MEMBERS

OUR MISSION

**To support all our communities by delivering superior services
while protecting our unique rural environment**

OUR VISION

**Outstanding community services;
Quality of life beyond compare**

OUR VALUES

Collaboration

Integrity

Innovation

Outstanding Customer Service

EXECUTIVE SUMMARY

We are excited to present this updated Strategic Plan for Mono County government. Over the last 7 months, elected officials, staff and residents have worked hard to identify our priorities, strengths and opportunities.

Moving forward, with quarterly status reports and annual reviews, this document will serve as a guide to achieving more for Mono County's communities and government organization. Broad input from our communities has brought to light numerous opportunities on which we are now positioned to capitalize.

Our focus on listening to staff and communities alike has created a stronger partnership to fulfill the priorities we share with you here.

Experiencing a tragic pandemic over the last several years that has impacted our everyday lives, we are more than ready to move forward - investing, collaborating and creating an environment driving quality outcomes for our neighbors, businesses and visitors.

The unprecedented scale and pace of change makes today's operating environment more complex than ever before. Progress – or even maintaining the *status quo* – requires greater collaboration among external and internal partners. Issues both critical and commonplace are addressed in an atmosphere of growing scrutiny.

Simply put, never before have local governments needed to be more effective, efficient and accountable. That starts here and now, with our organization and its employees reaching successful outcomes *via* successful internal and external partnerships.

The diverse sources contributing to this updated Strategic Plan exemplify the kind of partnerships necessary for success. While we cannot include every idea or comment provided during the process, we focused on common themes, and issues important to everyone.

Words cannot express how appreciative I am to be part of Mono County and our incredible organization. Everyone's kindness, energy and commitment contribute to the great quality of life we enjoy here.

Sincerely,

Robert C. Lawton
County Administrative Officer

STRATEGIC PLAN UPDATE - INPUT

Over the course of several months, numerous sources of input were sought for development of the Strategic Plan Update. Internal sources of input from the Mono County’s governmental organization were achieved through workshops and interviews from members of the Leadership Team and the Board of Supervisors.

Importantly, public input was sought by holding a webinar, summarizing the current Strategic Plan and the update process. A survey was developed for community members to provide input by identifying their top seven priorities out of twenty priorities listed and to provide narrative comments as appropriate. Regional Planning Advisory Councils (RPAC’s) were also informed of the survey at their respective meetings, seeking input.

The public survey yielded 154 responses.

Top 10 Priorities as determined by receiving the most Top 7 rankings

Safe and Affordable Housing	73 %
Rural Infrastructure (roads, internet access) and services	56 %
Preservation and Enhancement of Public Lands	55 %
Quality of Life for Children	53 %
Disaster / Emergency Preparedness	44 %
Quality of Life for Aging Population	38 %
Health Promotion and Disease Prevention	38 %
New Business Development and Business Retention	37 %
Access to Behavioral Health and Subs. Abuse Prevention & Treatment Services	36 %
Reducing Poverty and Hunger	33 %

CORE SERVICES

California's 58 counties vary significantly in specific needs. From vast landscapes focused on agriculture, recreation or tourism to concentrated population centers of hundreds of thousands to millions of people and lower population counties that are considerably larger in square mileage can present local public service challenges. Considering such diverse complexities, counties prioritize projects or initiatives that provide the best "local" benefit. Working hard to achieve local priorities, like experiences of rural counties, or unique to Mono County, is important to the Board of Supervisors.

Not identified as a Strategic Focus Area, but essential to meeting the needs of Mono County communities, are a broad range of Core Services. In expressing nearly 500 Core Services, the authors of Mono County's 2019-2024 Strategic Plan accurately portrayed the essential functions performed by all county departments. The Core Services matrices also demonstrate a direct correlation to priorities that may not specifically be state or federal mandates but may have several mandated services woven into their workplans, such as specific projects or grants.

While the current Core Services list may not be all-inclusive due to the Legislature's approval each year of numerous new mandates, it is important to note that, as currently stated, such mandates make up nearly 60% of Mono County's daily employee work tasks. For California counties, as arms of the State of California, mandate performance is predicated on associated funding, of which a large portion is specifically allocated for our vulnerable populations.

As a public service organization, we strive to balance local priorities with carrying out state and federal mandates. As noted, these mandates have tremendous value to many individuals and families. Striking that balance is key considering resource constraints and current and future staffing levels. Regardless of what local or state mandated task may be before us, our commitment is to serve Mono County residents and visitors consistent with our values of Collaboration, Integrity, Innovation and Outstanding Customer Service

STRATEGIC FOCUS AREAS

The following Strategic Focus Areas are meaningful and most important to the success of our communities:



SAFE AND HEALTHY COMMUNITIES



A THRIVING ECONOMY



WORKFORCE AND OPERATIONAL EXCELLENCE



SUSTAINABLE PUBLIC LANDS

As indicated below, objectives are identified to accompany these focus areas, leading to action items the organization can accomplish, together, with their communities. Further discussions will occur concerning the inclusion of timelines, the identification of lead departments and adjustments as necessary.

STRATEGIC FOCUS AREAS

SAFE AND HEALTHY COMMUNITIES

OBJECTIVE	ACTION ITEM	LEADS	TIME FRAME
Enhance Emergency Management functions	BOS approval of the creation of an Office of Emergency Management	County Administration	Completed
	Recommend to the BOS necessary OEM funding for appropriate emergency functions	County Administration	Spring 2022
	Recruit and hire an Emergency Services Manager and staff as appropriate	County Administration, Human Resources	Spring 2022
	Subsequent to the current project implementing the early warning system, create an inventory of key evacuation routes	County Administration, Sheriff's Department, Public Works	Fall 2023
Improve Rural Infrastructure	Continue to enhance existing broadband access/affordability in Mono County	Information Technology, County Counsel	Ongoing
	Complete the Emergency Radio System	County Administration, Information Technology	By June 2023
	Complete construction of the new jail	County Administration, Public Works, Sheriff's Dept.	June 2025
	Through a current funding award, assess Special District Capacity and needs to support increased housing density	Community Development	June 2024 (this is the grant deadline – two proposals have not yielded a qualified consultant. Further attempts will be conducted by CDA)

Behavioral Health Services Access	Continue to determine needs and enhance access to behavioral health services	Behavioral Health, Behavioral Health Advisory Board	December 2022
	Develop a report to be delivered to the BOS that identifies overdose deaths and suicides (historical and current) in the county and recommended prevention actions	Behavioral Health, Behavioral Health Advisory Board	August 2022
Solid Waste Collection and Disposal	Develop a new countywide solid waste transfer and disposal system to replace Benton Crossing Landfill (slated to close 2023)	County Administration, Public Works	January 2023
Enhance the Quality of Life for our Children and Aging Population	Develop a comprehensive report to the Board that identifies current and potential future programs and policies that will enhance the quality of life for all in Mono County	County Administration, Public Health, CSOC, Social Services, Behavioral Health	Fall 2022
	Probation to collaborate with justice partners to ensure systems and programs are implemented to minimize the number of youth involved in the justice system.	Probation	Summer/Fall 2022

STRATEGIC FOCUS AREA

A THRIVING ECONOMY

OBJECTIVE	ACTION ITEM	LEADS	TIME FRAME
Address shortage of affordable housing	Hire a Housing Opportunities Manager to represent the organization	County Administration, Human Resources	Complete
	Appoint a Board ad-hoc committee to review and visit other county affordable housing plans, funding and projects	Board of Supervisors, County Administration, Housing Opportunities Manager	August 2022
	Develop a new / updated multi-year plan for affordable housing	Housing Opportunities Manager	Spring 2023
	Identify additional sources of funding to commit to affordable housing	County Administration, Housing Opportunities Manager	Ongoing
	Update BOS policies for affordable housing; including streamlined processes and options to incentivize building of units	Housing Opportunities Manager, Community Development	December 2022 (ongoing)
	Provide the BOS a quarterly update on affordable housing activities	Housing Opportunities Manager	July 2022
Support and retain the existing business community	Continue to provide opportunities for business financial/technical assistance programs through local, state and federal funding opportunities to aid in the post pandemic recovery	Economic Development, County Administrator, Finance Department	Ongoing
	Create an annual business appreciation event to celebrate Mono County businesses	Economic Development	2022

Enhance and strengthen Mono County tourism sector utilizing responsible recreation messaging	Focus tourism marketing efforts on shoulder seasons and less visited locations in the county to grow year-round business levels	Economic Development	Ongoing
	Collaborate with federal and state land management agencies, local agencies, partners, and tourism businesses, to educate visitors regarding sustainable and responsible recreation practices	Economic Development, County Administration	Ongoing
	Work with Visit California and Mammoth Lakes Tourism to rebuild international visitation post pandemic	Economic Development	Ongoing
Diversify the economy	Develop and implement a plan that identifies opportunities for a flexible economy based on attracting businesses from sectors outside the tourism/recreation industry	Economic Development	January 2023
	Explore opportunities to expand and enhance sustainable tourism opportunities, such as off-highway vehicle activities, using current county infrastructure and other public lands	Economic Development	Ongoing
Economic Data	Provide quarterly reports on Mono County economic data utilizing research and information available through local, state and federal sources	Economic Development	Beginning Summer 2022

WORKFORCE & OPERATIONAL EXCELLENCE

OBJECTIVE	ACTION ITEM	LEADS	TIME FRAME
Invest in employee development and Well Being throughout our organization	Create a comprehensive employee recognition program	County Administration, Human Resources	January 2023
	Develop 3-5 internal, development focused, training programs for county employees	County Administrator, Human Resources	January 2023
	Begin informal brown bag lunches / coffee with the CAO led by the County Administrator with special guests from the community	County Administrator	February 2022 (already implemented)
	Continue to implement Well Being Initiatives for Mono County employees	County Administrator	Ongoing
Enhance the effectiveness of Human Resources	Appoint a Director of Human Resources	County Administrator	December 2022
	Initiate a process to acquire and implement a recruitment management software program	County Administration, Information Technology, Human Resources	Fall 2022
	Initiate a review of all Human Resources policies and procedures	County Administration, Human Resources	Implemented January 2022
	Develop and implement HR process training for departments	Human Resources	Spring 2023
Provide Superior Customer Service	Create a biennial, in-house customer service training for all employees. All new employees must attend the course within one year of their tenure with Mono Co.	County Administration, Human Resources	Spring 2023

	Develop a voluntary countywide Customer Service Survey	County Administrator	Spring 2023
Comprehensive Workforce Data	Develop relevant workforce data sets for department heads and the Board of Supervisors	Human Resources	Fall 2022
Justice, Equity, Diversion & inclusion (JEDI)	Integrate JEDI training into mandatory employee training	County Administration	Training initiated in 2021
Governance	Complete Governance Workshops and implementation of resulting policies	County Administration	Fall 2022 (initial workshops begin April 2022)
	Begin development of a comprehensive policy and procedure manual	County Administration, County Counsel, All Departments	Fall 2022
Budget Process	Complete Budget Process enhancements and realignment in coordination with the Finance Director	County Administration, Finance Department	Ongoing
	Hold two (2) fiscal training workshops for department heads and fiscal staff	Finance Department	Spring 2022
Legislative Advocacy and Support	Provide options to the BOS to consider state and / or federal legislative lobbying options to maximize opportunities to enhance Mono County	County Administration	June -Aug. 2022

STRATEGIC FOCUS AREA

SUSTAINABLE PUBLIC LANDS

OBJECTIVE	ACTION ITEM	LEAD	TIME FRAME
Preserve and protect public lands	Identify local, state, federal and/or grant funding to apply toward protecting public lands	County Administration	Spring 2022
	Create a partnership with federal, local and state partners to identify an action plan to protect and preserve public lands	County Administration	Winter 2022
Public Lands – Recreation and Tourism	Develop a Federal and State legislative platform seeking funding and legislative opportunities	County Administration	Spring 2022
Fisheries	Explore partnership agreement(s) with organizations to enhance and sustain sport and recreational fishing along with long-term ecological considerations	County Administration, Economic Development	June 2022



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

Departments: Public Works - Fleet

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kevin Julian, Road Operations
Superintendent

SUBJECT Enterprise Fleet Management

AGENDA DESCRIPTION:

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

Enterprise Fleet Management offers solutions to vehicle acquisition and overall fleet management in ways that have significant potential to help Mono County modernize our fleet while saving money. Signing of the Master Equity Lease Agreement is the first step in entering into this partnership with Enterprise.

RECOMMENDED ACTION:

1) Authorize board chair to sign Master Equity Lease Agreement with Enterprise Fleet Management; 2) Provide direction as necessary on the execution of subsequent lease agreements for vehicle acquisition.

FISCAL IMPACT:

There is no cost associated with the Master Equity Lease Agreement.

CONTACT NAME: Kevin Julian

PHONE/EMAIL: 7609325449 / kjulian@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Master Lease Agreement
Individual lease Draft/Quote

History

Time

Who

Approval

3/30/2022 2:00 PM	County Counsel	Yes
3/29/2022 5:11 PM	Finance	Yes
4/1/2022 2:19 PM	County Administrative Office	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: April 5, 2022
To: Honorable Chair and Members of the Board of Supervisors
From: Kevin Julian, Road Operation Superintendent
Re: Enterprise Fleet Management

Recommended Action:

1. Authorize board chair to sign Master Equity Lease Agreement with Enterprise Fleet Management
2. Provide direction as necessary on the execution of subsequent lease agreements for vehicle acquisition.

Fiscal Impact:

There is no cost associated with the Master Equity Lease Agreement.

Strategic Plan Alignment: *Improve County Operations, Reduced Operations and Maintenance Costs*

Background/Discussion:

Vehicle acquisition is becoming increasingly problematic with available vehicle inventory down 86% since March, 2020. 66 vehicles in the Mono County fleet are over 10 years old. Given the current market conditions of increased costs for maintenance and repair parts and higher costs for fuel, it makes good fiscal and operational sense to continue to modernize the fleet.

Enterprise Fleet Management offers solutions to vehicle acquisition and overall fleet management in ways that have significant potential to help Mono County modernize our fleet while saving money:

1. Vehicle replacement model: Mono County's vehicle replacement model has long been to hold onto a vehicle for as long as possible with a target useful life of 160,000 miles or more. As vehicles age, maintenance costs go up, fuel economy goes down and resale value diminishes to near zero. Enterprise, with 1.2+ million vehicles in their fleet, have teams dedicated to optimizing the effective vehicle lifecycle and will advise Mono County on the best time to replace vehicles while fuel and maintenance costs are low and prior to depreciation hitting bottom.
2. Vehicle acquisition: Mono County's acquisition model is the standard request for bid process whereby we get pricing from the few dealers who chose to provide bids on the requested vehicles. Significant staff time is spent putting together bid packages, tabulating bids and awarding contracts to the winning bidders. Enterprise was awarded the Sourcewell contract in 2018, and as such has already undergone a competitive

process. Mono County will benefit from the purchasing power of Enterprise through best pricing as well as factory ordering priority.

3. Vehicle resale: Mono County's model is to get all useful life out of a vehicle then re-sell via local auctions. Vehicles historically sell for very low prices resulting in limited capital available for reinvestment into new purchases. Enterprise has optimized the resale process to maximize returns for reinvestment into the fleet.

Staff analyzed vehicle operating costs over their lifecycle compared to what is being offered by Enterprise and found it could represent a significant administrative and financial savings. As such, staff is recommending initiating a pilot program at this time. Vehicle costs appear to be competitive between Enterprise and the local dealerships we have purchased from in the past. The benefit to the county will come in the form of reduced staff time with the vehicle replacement strategy, reduced staff time in the bidding process and the increase in monetary returns at resale.

Vehicles have been identified to be included in the FY22-23 budget and staff intends to observe and analyze the benefits of these initial leases to inform the vehicle replacement strategy going into the future. An additional goal of migrating to Enterprise for the passenger vehicle fleet is to expedite the CARB replacement program by taking advantage of reduced capital outlay on cars and pickups and investing that money into the on and off-road heavy fleet equipment.

Recommended Actions:

The Master Equity Lease Agreement has no monetary obligation. It is the master agreement that allows Mono County to enter into individual lease agreements for vehicles with Enterprise over time, and the recommendation is for the Board Chair to sign/enter this agreement.

The Master Agreement will be followed annually by individual lease agreements for vehicles that staff has determined to be within the best interests of the County. A sample agreement is attached to this item. Individual lease agreements will be handled consistent with the County purchasing policy or as otherwise directed by the board.

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

Respectfully submitted,



Kevin Julian
Road Operations Superintendent

Attachments: Attachment 1 – Master Lease Equity Agreement
Attachments: Attachment 2 – Individual Lease Agreement Sample / Quote

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a “Vehicle” and collectively, the “Vehicles”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, “Servicer”) may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the “Total Monthly Rental Including Additional Services” on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee’s breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the “Default Rate”).

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

Prepared For: County of Mono

Date 03/15/2022
AE/AM DAY

Unit #

Year 2022 **Make** Ford **Model** Escape
Series SE 4dr All-Wheel Drive

Vehicle Order Type In-Stock **Term** 12 **State** CA **Customer#** 446960

\$ 30,767.13	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 446.32 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 265.00	Other: (See Page 2)
\$ 31,031.13 *	Capitalized Price Reduction
\$ 2,249.76 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color (0 P) Oxford White	
Interior Color (0 I) Dark Earth Gray w/Unique Cloth Front Bu	
Lic. Plate Type Unknown	
GVWR 0	

\$ 1.00	Total Capitalized Amount (Delivered Price)
\$ 0.08	Depreciation Reserve @ <u>8.3333%</u>
\$ 32.84	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 32.92	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 2.39 Sales Tax 7.2500% **State** CA

\$ 35.31 Total Monthly Rental Including Additional Services

\$ 0.04	Reduced Book Value at <u>12</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Mono

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 140.00
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 265.00
Other Charges Total		\$ 265.00

VEHICLE INFORMATION:

2022 Ford Escape SE 4dr All-Wheel Drive - US

Series ID: U9G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$28,171	\$29,345.00
Total Options	\$455.00	\$995.00
Destination Charge	\$1,245.00	\$1,245.00
Total Price	\$29,871.00	\$31,585.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: 4H-(0 I) Dark Earth Gray w/Unique Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
106WB	106" Wheelbase	STD	STD
4	Unique Cloth Front Bucket Seats	Included	Included
153	Front License Plate Bracket	NC	NC
200A	Equipment Group 200A	NC	NC
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
4H_01	(0 I) Dark Earth Gray w/Unique Cloth Front Bucket Seats	NC	NC
86B	Convenience Package	\$935.00	\$995.00
90K	8-Way Power Driver Seat	Included	Included
996	Engine: 1.5L EcoBoost	Included	Included
ARMRST	Fold-Down Rear Center Armrest w/2 Cupholders	Included	Included
DEATC	Dual-Zone Electronic Automatic Temperature Control	Included	Included
FLADCR	Fleet Advertising Credit	\$-480.00	\$0.00
HLAMP	Halogen Projector Headlamps w/LED Signature	Included	Included
LIFT	Power Liftgate	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.81 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Shadow Silver-Painted Aluminum	Included	Included
STEER	Premium Wrapped Steering Wheel	Included	Included
SYNC3	SYNC 3 Communications & Entertainment System	Included	Included
SYNCON	FordPass Connect	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
Front Bumper Insert: black front bumper insert
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black w/chrome surround grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: proximity cargo access remote release
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Access proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote engine start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: SYNC 3 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

LeatherSteeringWheel: leatherette steering wheel

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Standard Engine:

Engine 181-hp, 1.5-liter I-3 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT TO MASTER EQUITY LEASE AGREEMENT (this "Amendment") is made and entered into as of the , by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and County of Mono ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated , as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

WHEREAS, Lessor and Lessee desire to amend the Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding the second to last sentence of Section 1 of the Agreement, Lessor and Lessee hereby agree that, solely for federal, state and local income tax purposes, the lease by Lessor to Lessee under the Agreement of following Vehicles (the "Specified Vehicles") will be treated as a conditional sale rather than a true lease and that Lessee will be treated as the owner of the Vehicle solely for such income tax purposes:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Quote #</u>
2022	Ford	Escape	6281526

The Agreement and this Amendment have the specific intent of creating a conditional sale rather than a true lease with respect to the vehicles listed above, and by design, give appropriate consideration to tax statutes, Regulations, Court decisions, and IRS rulings and positions. In recognition of that intent, each of Lessor and Lessee hereby further agrees that it will not take any action or file any return or other document inconsistent with such tax treatment or with the ownership of the Specified Vehicles by Lessee solely for such income tax purposes.

Notwithstanding the foregoing, or anything else in this Amendment, the Agreement or any Schedule to the contrary, and given the inherent uncertainty that exists with respect to any advertised tax result or outcome, Lessee hereby acknowledges and agrees that Lessor makes no representation, warranty or covenant that any tax authority will not assert a contrary position or assert that (a) the lease of the Specified Vehicles by Lessor to Lessee is a true lease for tax purposes, (b) Lessee is not the owner of the Specified Vehicles for tax purposes and/or (c) Lessee is not entitled to claim any depreciation or recovery deduction for tax purposes with respect to the Specified Vehicles. Lessee shall be solely liable for any and all costs and expenses, including, without limitation, any and all attorneys' fees, incurred in contesting any such treatment of the lease of the Specified Vehicles as other than a conditional sale and shall keep Lessor informed, in writing, of any dispute with any tax authority as to the tax treatment of the lease of the Specified Vehicles.

2. All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the

Enterprise FM Trust (Lessor)

County of Mono ("Lessee")

By: Enterprise Fleet Management, Inc., its attorney in fact

By: Tom Dolan Digitally signed by Tom Dolan

By: _____

Title: Fleet Management AVP

Title: _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 5, 2022

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval