



# AGENDA

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

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

### Regular Meeting August 6, 2024

---

#### TRIBAL LAND ACKNOWLEDGMENT

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

#### TELECONFERENCE INFORMATION

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

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

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

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

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

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

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

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

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

If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting: [https://monocounty.granicus.com/MediaPlayer.php?publish\\_id=714fe04d-98f2-4e11-b476-233e3caea796](https://monocounty.granicus.com/MediaPlayer.php?publish_id=714fe04d-98f2-4e11-b476-233e3caea796)

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. 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. Proclamation Designating August as National Breastfeeding Month**

Departments: Health and Human Services

5 minutes

(Stephanie Riley Stai, Mono County WIC Director and Michelle Raust, Health and Human Services Deputy Director) - Proposed proclamation to designate August as National Breastfeeding Month.

**Recommended Action:** Adopt proposed proclamation by the Mono County Board of Supervisors designating August as National Breastfeeding Month. Provide any desired direction to staff.

**Fiscal Impact:** None.

**B. Award Recognition for Probation Department**

Departments: Probation

5 minutes

(Karin Humiston, Chief of Probation; Darcie Perkins, Behavioral Health Services Coordinator III and Leianna Eissinger, Deputy Probation Officer III ) - Present and recognize Probation Employee of the Year Award and Medal of Valor Awards to two employees.



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

**Fiscal Impact:** None.

**3. COUNTY ADMINISTRATIVE OFFICER**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

**A. Board Minutes**

Departments: Clerk of the Board

Approval of Board minutes from the July 2024 regular meetings.

**Recommended Action:** Approve the Board minutes from the July 2, 2024, regular Board meeting. Approve the Board minutes from the July 9, 2024, regular Board meeting.

**Fiscal Impact:** None.

**B. Consolidation of Elections**

Departments: Elections

Resolution consolidating various County, Municipal, and School Elections with the General Election to be held on November 5, 2024, and requesting the Registrar of Voters conduct the election.

**Recommended Action:** Approve resolution consolidating various County, Municipal, and School Elections with the General Election to be held on November 5, 2024, and requesting the Registrar of Voters conduct the election.

**Fiscal Impact:** Costs associated with adding extra contests to the already scheduled ballot. These costs are not known until after the election. In accordance with Elections Code Section 10002, each district shall reimburse the County for these additional costs.

**C. Contract for Multi-Jurisdictional Local Hazard Mitigation Plan (HMP) Update**

Departments: Community Development

Consider revised contract award based on an evaluation of Requests for Proposals for the County/Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan update.

**Recommended Action:** Approve and authorize the Chair to sign the revised contract with IEM International, Inc. (IEM) for the provision of hazard mitigation planning services for a not-to-exceed cost of \$179,982 for the period from date of full execution (August 6, 2024), through September 30, 2025.

**Fiscal Impact:** No impact to the General Fund. Consultant costs are covered by federal funds from the Federal Emergency Management Agency (FEMA) and administered by the California Governor's Office of Emergency Services (CalOES). A 10% match of non-federal funds is required (\$19,998) and is anticipated to come from state grant funds associated with the Local Transportation Commission.

**D. Long Valley Hydrological Advisory Committee (LVHAC) Hydrologic Monitoring Access Agreements**

Departments: Community Development - LVHAC

Assumption of access and legal responsibility for stream gauges for hydrologic monitoring.

**Recommended Action:** Authorize Mono County Community Development Director to sign the access agreement permission letter from Los Angeles Department of Water and Power (LADWP) to access two stream gauges on their property leased to Hot Creek Fish Hatchery operated by California Department of Fish and Wildlife (CDFW).

**Fiscal Impact:** None. All costs for installing equipment and ongoing maintenance of equipment and infrastructure will be paid by Ormat per the funding contracts already approved by the Board.

**E. Budget Adjustment for Public Works - Solid Waste Division for Fund Transfer**

Departments: Public Works - Solid Waste

A budget adjustment for FY 2023-24 is needed to reduce the cash deficit in the Solid Waste Enterprise Fund by increasing the transfer from the Solid Waste Parcel Tax Fund. This adjustment will preserve the balance of both Fund 616 and Fund 617 to allow for moving forward with the Benton landfill in FY 2024-25 and reduce the cash deficit in the Enterprise fund

**Recommended Action:** Approve budget adjustment for FY 2023-24 to increase fund transfer amount to \$1,200,000 for funds to be transferred from the Solid Waste Parcel Tax Fund to the Solid Waste Enterprise Fund.

**Fiscal Impact:** An increase in operating transfers from the Solid Waste Parcel fund to a total of \$1,200,000 will decrease the cash deficit in the Solid Waste

Enterprise Fund and allow for a balance to be moved into Fund 617 during for closure of Benton landfill in accordance with applicable regulatory standards in the 2024-25 fiscal year.

**F. Special Event Road Closure Delegation to Public Works Director**

Departments: Public Works

Proposed Resolution of the Mono County Board of Supervisors Delegating Authority for Temporary Closure of County Roads for Recurring Special Events.

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

**Fiscal Impact:**

This proposed resolution would reduce fiscal impact of Special Events. Annual preparation of individual special event resolutions can take many hours of staff time. With adoption of this resolution, this effort will no longer be required. Special Events do have a cost, which typically average approximately \$500 per event, with the exception of the 4th of July event which uses a large amount of Public Works staff time. These costs result from the assistance provided by the respective Road Districts and Facilities Division for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures.

**G. Lee Vining Community Center Memorandum of Understanding**

Departments: Public Works

Proposed updated Memorandum of Understanding (MOU) to replace the existing Lee Vining Community Center MOU between Mono County and the Mono Lake Kutzadika Tribe that memorializes use of a portion of the center by the Tribe as tribal offices.

**Recommended Action:** Approve and authorize the Chair to sign the updated MOU with the Kutzadika Tribe.

**Fiscal Impact:** None.

**H. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 6/30/2024.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 6/30/2024.

**Fiscal Impact:** None

**I. Quarterly Investment Report**

Departments: Finance

Investment Report for the Quarter ending 6/30/2024.

**Recommended Action:** Approve the Investment Report for the Quarter ending 6/30/2024.

**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. Bridgeport Indian Colony Request - Grant Support Letter**

Letter of Support for the Bridgeport Indian Colony request for \$2 million dollars from United States Department of Housing and Urban Development (HUD) Indian Community Development Block Grant Program (ICDBG).

**7. REGULAR AGENDA - MORNING**

**A. Information on Mammoth Lakes Fire Protection District Ballot Measure**

Departments: Board of Supervisors, Sponsored by Supervisor Gardner

20 minutes

(Ales Tomaier, Fire Chief Mammoth Lakes Fire Protection District) - Provide information on Mammoth Lakes Fire Protection District ballot measure per request of Supervisor Gardner.

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

**Fiscal Impact:** There are no direct impacts to the county budget, but there are indirect implications such as MLFPD being unable to sustain its assistance to other fire districts in the County and it supplementing emergency medical services within the Town. Additionally, any fire incident in and around the Town will negatively impact property values and property tax revenues.

**B. Proposal to Increase the Transient Occupancy Tax Rate for Unincorporated Mono County**

Departments: County Counsel and County Administrative Office

30 minutes

(Emily Fox, Assistant County Counsel) - Proposed resolution calling a special election to submit to the voters of Mono County the question of whether an ordinance amending Mono County Code Section 3.28.060 to increase the transient occupancy tax rate from twelve percent to fifteen percent shall be approved and enacted and ordering that the special election be consolidated with the general election to be conducted on November 5, 2024.

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

**Fiscal Impact:** Staff time for the Clerk, County Counsel, and County Auditor to prepare the ballot statements.

**C. Special District Review-Phase 1**

Departments: County Administrative Office

30 minutes

(Mary Snyder, Special Projects) - Presentation by Mary Snyder regarding review of Special District capacity.

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

**Fiscal Impact:** None.

**D. Mono County Jail Update**

Departments: Public Works

10 minutes

(Paul Roten, Public Works Director; Janet Dutcher, Finance Director) - Mono County Jail Update.

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

**Fiscal Impact:** None.

**E. Out-of-State Remote Work Discussion**

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - In July of 2023 the Board adopted a resolution imposing a moratorium on out-of-state, remote work. The resolution directed staff to prepare a policy regarding out-of-state, remote work and staff is seeking direction from the Board on what points the policy should include.

**Recommended Action:** Staff recommends that the Board consider out-of-state, remote work and provide staff with direction on items to include in a future policy.

**Fiscal Impact:** Unknown at this time. Staff will provide information on fiscal impact when we return to the Board with a policy.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

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

**B. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Claim for damages filed by Frontier.

**C. 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 Scott Minder.

**D. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. County of Mono, et al v. Liberty Utilities, LLC, et al., Case No: 2:21-cv-00834-DAD-KJN, U.S. District Court for the Eastern District of California

**E. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Case Name: Southern California Edison Company v. California State Board of Equalization, et al. Case Number: Orange County Superior Court Case No.: 30-2024-01403215-CU-MC-CXC

**F. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Jim Ouimet, et al. Case number: 24LCM78

**G. Closed Session - Exposure to Litigation**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

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

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

**9. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: Health and Human Services**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Stephanie Riley Stai, Mono County  
WIC Director and Michelle Raust,  
Health and Human Services Deputy  
Director

**SUBJECT** Proclamation Designating August as  
National Breastfeeding Month

**AGENDA DESCRIPTION:**

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

Proposed proclamation to designate August as National Breastfeeding Month.

**RECOMMENDED ACTION:**

Adopt proposed proclamation by the Mono County Board of Supervisors designating August as National Breastfeeding Month. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stephanie Riley Stai, WIC Director; Michelle Raust, Health and Human Services Deputy Director

**PHONE/EMAIL:** 760-924-4613 / srileystai@mono.ca.gov; mraust@mono.ca.gov

**SEND COPIES TO:**

Stephanie Riley Stai, WIC Director

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Proclamation</a>

**History**

Time	Who	Approval
7/29/2024 8:41 AM	County Counsel	Yes
7/22/2024 12:06 PM	Finance	Yes



7/31/2024 9:53 PM

County Administrative Office

Yes



***MONO COUNTY BOARD OF SUPERVISORS***  
***PROCLAIMS THE MONTH OF AUGUST AS NATIONAL BREASTFEEDING***  
***MONTH***

***WHEREAS***, human milk feeding is the biological norm for infant feeding and a proven primary prevention strategy that builds a foundation for lifelong health and wellness;

***WHEREAS***, the American Academy of Pediatrics and World Health Organization recommend exclusive breastfeeding for about the first six months of life, with continued breastfeeding while introducing complementary foods for two years or as long as mutually desired by the mother and child;

***WHEREAS***, the consistent and well-documented health, economic, and environmental benefits of human milk feeding show that this is an investment that will continue to produce measurable dividends across the country and many times over for families, employers, and the government;

***WHEREAS***, there are longstanding policy gaps and underfunding of public health initiatives that address the needs of lactating parents and the providers that serve them, which unduly impact Black, Indigenous, and People of Color (BIPOC) populations, resulting in reduced breastfeeding rates and an associated increase in risk for a variety of negative health outcomes;

***WHEREAS***, Centers for Disease Control and Prevention data shows that among infants born in 2020, 89 percent of infants in California were ever breastfed, then reducing to 33.4 percent exclusive breastfeeding through 6 months of age, indicating that California families want to breastfeed but many stop before recommended;

***WHEREAS***, National Breastfeeding Month and World Breastfeeding Week provide important opportunities to address barriers to human milk feeding faced by families across the United States and around the world;

***NOW, THEREFORE, BE IT RESOLVED,***

That the Mono County Board of Supervisors in Mono County, California

(1) designates August as “Breastfeeding Month”; and

(2) supports the goals of National Breastfeeding Month, World Breastfeeding Week, National WIC Breastfeeding Week, Indigenous Milk Medicine Week, Asian American Native Hawaiian Pacific Islander Breastfeeding Week, Black Breastfeeding Week; Workplace Lactation Week; Latina/x Breastfeeding Week; and



(3) supports policies and funding to ensure that all pregnant and postpartum women and caregivers can access a full range of appropriate support from healthcare institutions, insurers, employers, early care and education providers, researchers, and government entities.

***APPROVED AND ADOPTED*** this 6th day of August 2024 by the Mono County Board of Supervisors.

---

**Jennifer Kreitz, Supervisor District #1**

---

**Rhonda Duggan, Supervisor District #2**

---

**Bob Gardner, Supervisor District #3**

---

**John Peters, Supervisor District #4**

---

**Lynda Salcido, Supervisor District #5**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: Probation**

**TIME REQUIRED** 5 minutes

**SUBJECT** Award Recognition for Probation  
Department

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Karin Humiston, Chief of Probation;  
Darcie Perkins, Behavioral Health  
Services Coordinator III and Leianna  
Eissinger, Deputy Probation Officer III

**AGENDA DESCRIPTION:**

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

Present and recognize Probation Employee of the Year Award and Medal of Valor Awards to two employees.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Danielle Patrick

**PHONE/EMAIL:** / danielle.ryan51@gmail.com

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Medal of Valor Award Letter Eissinger</a>
<input type="checkbox"/> <a href="#">Medal of Valor Award Perkins</a>
<input type="checkbox"/> <a href="#">Employee of the Year Letter Perkins</a>

**History**

**Time**

7/26/2024 12:34 PM

**Who**

County Counsel

**Approval**

Yes

7/30/2024 11:25 AM

Finance

Yes

8/1/2024 2:53 PM

County Administrative Office

Yes



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517  
BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-5571  
MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731

probation@mono.ca.gov

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

July 22, 2024

TO: Honorable Board of Supervisors

FROM: K.S. Humiston

SUBJECT: Recognition and Presentation of Probation Employee of the Year Award and Medal of Valor Awards

**RECOMMENDATION:**

Recognize and present the Probation Employee of the Year Award recognizing Darcie Leah Perkins as the recipient during the National Pretrial, Probation and Parole Supervision Week. Recognize and bestow the Medal of Valor Award to Leianna Leialoha Eissing and Darcie Leah Perkins.

**DISCUSSION:**

Pretrial, Probation and Parole Week recognizes Justice Professionals nationally as well as by the California Legislature (SR 44) and the Governor for their outstanding work.

It is an opportunity to acknowledge and honor the courage, patience and integrity to live life as a pretrial, probation and parole employee. The County recognizes your unyielding daily commitment to professionalism and integrity in the face of difficult, stressful and often dangerous environments.

Community corrections professionals foster trust and support change encouraging those we work with to rise up and grow forward. It is a noble profession - one that over the past has resulted in a 60% decline in juvenile arrests, 100% of youth served in our communities, and a decline in new arrests while under pretrial and probation supervision. Mono County Probation staff do

extraordinary and outstanding work and the County thanks you for your commitment to safety and the community.

Every year during Pretrial, Probation and Parole Week, an employee is recognized by their peers to receive the Employee of the Year award. Darcie Perkins, Behavioral Health Services Coordinator III, is our honoree this year. Darcie works in reentry, pretrial and community supervision and ensures her duties and projects are completed in a timely manner meeting the Court's deadlines. She works seamlessly with not only all probation staff but also Social Services, justice partners, the jail, outside behavioral health contractors, Behavioral Health, Child Protective Services and many community organizations. She embodies "teamwork" and is regarded positively by all. Clients are a priority for Darcie as she understands the intense needs of each and for the safety of our communities. While she has an immense, varied caseload, she handles it with aplomb and grace.

#### Valor Awards

Recipients: Darcie Leah Perkins and Leianna Leialoha Eissinger

On June 3, 2024, Mono County Probation Officer Eissinger was proceeding south on HWY 395 when she and Darcie Perkins, Behavioral Health Service Coordinator III, observed flames under a vehicle traveling north. Officer Eissinger immediately turned and proceeded south to stop the vehicle. The incident occurred close to Conway Summit in the Sierra Nevada mountains at an altitude of 8143 feet. Initially Officer Eissinger's insistent flashing lights encouraged the driver to pull over as the driver didn't realize the vehicle was on fire until the cabin filled with smoke. The driver reported that she had lost her brakes and ability to down shift but was able to coast into a turnout. When the vehicle stopped the driver exited and with the direction of Officer Eissinger and BHSC Perkins to "run", she did whereupon after a few steps, the car exploded and became fully engulfed in flames. Officer Eissinger and BHSC Perkins assisted the driver to a safe location behind their service vehicle as subsequent explosions expelled pieces of metal, endangering first responders arriving on scene.

The driver reported that she is alive because of "those two wonderful women" who got her out of the car, protected her, and ensured no other passengers were in the vehicle. She felt their actions not only saved her life but also the other motorists who attempted to proceed on the highway as Officer Eissinger directed traffic around the scene on the narrow mountainous road. The driver also reported that Officer Eissinger and BHSC Perkins physically and emotionally supported her during this horrific event.

Officer Eissinger and BHSC Perkins contacted dispatch, set hazard cones, and maintained vehicle and traffic safety. Officer Eissinger is a certified instructor in multiple disciplines and is a senior officer. BHSC Perkins is trained in trauma response. By their resolute courage and devotion to duty, they aided materially in saving a woman's life. Such conduct reflects the highest credit upon Officer Leianna Leialoha Eissinger and Darcie Leah Perkins.

#### FISCAL IMPACT:

No fiscal impact to the General Fund

Attachments:

Letter of Employee of the Year Award  
Letters of Award of Valor Medal





MAILING: P.O. Box 596, BRIDGEPORT, CALIFORNIA 93517  
BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-  
5571  
MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-  
1731

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

July 22, 2024

Leianna Eissinger  
Deputy Probation Officer III  
Mono County Probation  
PO Box 596  
Bridgeport, CA 93517

SUBJECT: Medal of Valor Award

Dear Officer Eissinger:

On June 3, 2024, you and Darcie Perkins, Behavioral Health Services Coordinator III, observed flames under a vehicle traveling north. You and your colleague's immediate actions in assisting the driver were lifesaving and deserving of the Medal of Valor.

The incident occurred close to Conway Summit in the Sierra Nevada mountains at an altitude of 8143 feet. Initially your insistent flashing lights encouraged the driver to pull over as the driver didn't realize the vehicle was on fire until the cabin filled with smoke. The driver reported that she had lost her brakes and ability to down shift but was able to coast into a turnout. When the vehicle stopped the driver exited and with the direction of you and BHSC Perkins to "run", she did whereupon after a few steps, the car exploded and became fully engulfed in flames. You and Ms. Perkins assisted the driver to a safe location behind their service vehicle as subsequent explosions expelled pieces of metal, endangering first responders arriving on scene.

The driver reported that she is alive because of "those two wonderful women" who got her out of the car, protected her, and ensured no other passengers were in the vehicle. She felt your actions not only saved her life but also the other motorists who attempted to proceed on the highway as you directed traffic around the scene on the narrow mountainous road. The driver also reported that you and BHCS Perkins physically and emotionally supported her during this horrific event.

Your actions of setting hazard cones, directing traffic and attending to the driver's needs ensured a quick reaction by first responders.

By your resolute courage and devotion to duty, you aided materially in saving a woman's life. Such conduct reflects the highest credit.

Sincerely,

K.S. Humiston, Ph.D., M.C.



MAILING: P.O. Box 596, BRIDGEPORT, CALIFORNIA 93517  
BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-5571  
MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

July 22, 2024

Darcie Leah Perkins  
Behavioral Health Services Coordinator III  
Mono County Probation  
PO Box 596  
Bridgeport, CA 93517

SUBJECT: Medal of Valor Award

Dear Ms. Perkins:

On June 3, 2024, you and Deputy Probation Officer Eissinger, observed flames under a vehicle traveling north. You and your colleague's immediate actions in assisting the driver were life-saving and deserving of the Medal of Valor.

The incident occurred close to Conway Summit in the Sierra Nevada mountains at an altitude of 8143 feet. Initially Officer Eissinger's insistent flashing lights encouraged the driver to pull over as the driver didn't realize the vehicle was on fire until the cabin filled with smoke. The driver reported that she had lost her brakes and ability to down shift but was able to coast into a turnout. When the vehicle stopped the driver exited and with the direction of you and Officer Eissinger to "run", she did whereupon after a few steps, the car exploded and became fully engulfed in flames. You and Officer Eissinger assisted the driver to a safe location behind their service vehicle as subsequent explosions expelled pieces of metal, endangering first responders arriving on scene.

The driver reported that she is alive because of "those two wonderful women" who got her out of the car, protected her, and ensured no other passengers were in the vehicle. She felt your actions not only saved her life but also the other motorists who attempted to proceed on the highway as Officer Eissinger directed traffic around the scene on the narrow mountainous road. The driver also reported that you and Officer Eissinger physically and emotionally supported her during this horrific event.

Your actions of contacting dispatch, setting hazard cones, and attending to the driver's needs ensured a quick reaction by first responders.

By your resolute courage and devotion to duty, you aided materially in saving a woman's life. Such conduct reflects the highest credit.

Sincerely,

K.S. Humiston, Ph.D., M.C.



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517  
BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-  
5571  
MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-  
1731

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

July 22, 2024

Darcie Leah Perkins  
Behavioral Health Services Coordinator III  
Mono County Probation  
PO Box 596  
Bridgeport, CA 93517

Dear Ms. Perkins:

Each year during Pretrial, Probation and Parole week, an outstanding Mono County Probation employee is recognized for their work in the field of probation. It is with great pleasure to recognize you as this year's Probation Employee of the Year.

You have shown that your experience and knowledge is a significant asset to the department. Your ability to step into complex situations or roles and handle them with ease has been recognized by your peers, supervisors, and justice partners.

Given the remoteness of our county, it is sometimes difficult to provide the services and supports clients need. Pretrial Services, Reentry, Mental Health and Parole are areas impacted greatly by this void of community assistance and specialized mental and behavioral health services. Areas impacted by this austere environment are pretrial services and reentry – both programs supported by you. Your oversight has been exceptional, especially with the number of mental health issues found in community supervision. You oversee the NAMHS contract to provide the assistance clients need while detained and when released. One of your colleagues wrote "Darcie is passionate about helping people...she understands that their needs may exceed their ability to ask for help." The nominator further said that clients are "heard and valued" by Darcie.

Your colleagues believe you embody customer service stating that "every client is her priority." Further, "if an officer has a client in their office and realizes Darcie can help them, she immediately makes time to meet with them." Such dedication to assist

embodies our mission. You work selflessly to help adults and youth and are very involved in the community. You have dedicated your time and energy to youth community events such as Shop with a Cop, the County Fair and Kidsapalooza. You also contributed greatly during County emergencies such as quickly volunteering to staff the Emergency Shelters. Dedication to community is paramount in your life philosophy.

You have also overseen the reentry and multiple discipline team (MDT) meetings. by participating in a multidisciplinary group assessing those expected to return to the community. This work relates directly with the Community Corrections Partnership strategic objective, if not the most important with the Five-Year Strategic Plan. You have done outstanding work with justice partners to ensure those entering the community are prepared and have the supports they need in place. Participants see you as a leader in MDT meetings demonstrating a competency in your field.

So much of our work has transitioned to include data and repeatable procedures. Not only does this inform our work, but it also assists Probation when requesting funding or grants. You recently provided a presentation of those served to the Community Corrections Partnership with several members commenting on what you have accomplished in your position, one describing it as “impressive.”

Finally, many of your colleagues commented on the important work you do with your clients. They report you can be compassionate and go the extra mile to assist within their case management. Your colleagues have seen you patiently spend hours talking to clients in the jail, listening to them, giving them your full attention even in cases where clients are detached from reality. Your interaction though communicates your desire to help them, and they sense that desire.

Congratulations on receiving the Probation Employee of the Year award, you are most deserving.

Sincerely

K.S. Humiston, Ph.D., M.C.



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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 6, 2024

**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 Board minutes from the July 2024 regular meetings.

### RECOMMENDED ACTION:

Approve the Board minutes from the July 2, 2024, regular Board meeting. Approve the Board minutes from the July 9, 2024, regular Board meeting.

### FISCAL IMPACT:

None.

**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
<a href="#">July 2, 2024 DRAFT Meeting Minutes</a>
<a href="#">July 9, 2024 DRAFT Meeting Minutes</a>

### History

Time	Who	Approval
7/26/2024 12:34 PM	County Counsel	Yes
7/22/2024 12:07 PM	Finance	Yes

8/2/2024 8:47 AM

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.

Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting  
July 2, 2024**

**Chair Peters:**

- Read the Tribal Land Acknowledgment.

**TRIBAL LAND ACKNOWLEDGMENT**

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

**Backup Recording**

**Minute Orders**

**Resolutions**

**Ordinance**

**Zoom**

**M24-125 - M24-136**

**R24-070 - R24-070**

**ORD24-006 Used**

9:00 AM Meeting called to Order by Chair Peters.

*Supervisors Present: Duggan, Gardner, Kreitz, Peters, and Salcido. (All members were present in-person or participated via teleconference in compliance with rules established by the Ralph M. Brown Act).*

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>

**Note:**

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

Pledge of Allegiance led by Supervisor Salcido.

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

- No one spoke.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

**Christine Bouchard, Assistant County Administrative Officer:**

- Recognized that June was PTSD recognition month.
- Attended the CSAC meeting regarding AI with IT Director Mike Martinez.

**4. DEPARTMENT/COMMISSION REPORTS**

**Kim Bunn, Assistant Finance Director:**

- Discussion on the 2024 Fiscal Summer Camp.

**Barry Beck, Assessor:**

- Update on the Assessment Roll.

**Wendy Sugimura, Community Development Director:**

- Update on Public Comment (Sage Grouse)
- Update on Public Comment (Rush Creek Dam Project)

**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 Board minutes from the 2024, May regular meetings. Approval of Board minutes from the 2024, June regular meetings. Approval of Board minutes from the 2024, May special meeting. Approval of Board minutes from the 2024, June special meeting.

**Note:**

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

**Action:** Approved the Board minutes from the May 14, 2024, regular meeting. Approved the Board minutes from the May 21, 2024, regular meeting. Approved the Board minutes from the June 4, 2024, regular meeting. Approved the Board minutes from the June 11, 2024, regular meeting. Approved the Board minutes from the June 18, 2024, regular meeting. Approved the Board minutes from the May 16, 2024, special meeting. Approved of Board minutes from the June 11, 2024, special meeting

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-125**

**B. Reappointment - Economic Development, Tourism and Film Commission**

Departments: Economic Development

Reappointment of Michael Vanderhurst (District 1) to the Mono County Economic Development, Tourism and Film Commission (EDTFC) for a 4-year term ending June 30, 2028.

**Action:** Reappointed Michael Vanderhurst (District 1) to the Mono County Economic Development, Tourism and Film Commission (EDTFC) for a 4-year term ending June 30, 2028.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-126**

**C. Bridgeport Valley Regional Planning Advisory Committee (RPAC) Appointment**

Departments: Community Development

Consider the applications of Kim Murcia and Nick Way for appointment to the Bridgeport Valley Regional Planning Advisory Committee (RPAC).

**Action:** Appointed Kim Murcia and Nick Way to the Bridgeport Valley Regional Planning Advisory Committee.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-127**

**D. Grant Funding for Behavioral Health Bridge Housing (BHBH)**

Departments: Behavioral Health

**Note:**

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

This item seeks Board of Supervisor authorization for Mono County Behavioral Health (MCBH) to pursue grant funding through the Behavioral Health Bridge Housing (BHBH) grant program operated through the Department of Health Care Services.

**Action:** Authorized MCBH to apply for BHBH grant funding.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-128**

**E. Contract with Anne Sippi Clinic for Social Rehabilitation Services**

Departments: Behavioral Health

Proposed contract with Anne Sippi Treatment Group, pertaining to provision of Social Rehabilitation Services.

**Action:** Approved, and authorized **Chair**, to sign, contract with Anne Sippi Treatment Group for provision of Social Rehabilitation Services for the period July 1, 2024, through June 30, 2025, and a not-to-exceed amount of \$94,781.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-129**

**F. Contract for Multi-Jurisdictional Local Hazard Mitigation Plan (HMP) Update**

Departments: Community Development

Consider contract award based on an evaluation of Requests for Proposals for the County/Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan update.

**Action:** Approved and authorized the **Chair** to sign the contract with IEM International, Inc. (IEM) for the provision of hazard mitigation planning services for a not-to-exceed cost of \$179,982 for the period June 1, 2024, through September 30, 2025.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-130**

**G. Proposed Ordinance Adding Chapter 1.14 (Administrative Subpoenas) to the Mono County Code**

Departments: County Counsel and Code Enforcement

**Note:**

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

Proposed ordinance amending the Mono County Code to authorize county staff to issue administrative subpoenas in connection with county investigations of alleged violations of county regulations.

**Action:** Adopted Ordinance ORD24-006, Amending the Mono County Code to authorize county staff to issue administrative subpoenas in connection with county investigations of alleged violations of county regulations.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**ORD24-006**

#### **H. Signature Authorization for Purchase of 5 Kodiak Blowers and Accessories**

Departments: Public Works - Fleet

Kodiak Blower signatory authorization to Public Works Director for the purchase of 5 snow blowers Kodiak blowers and accessories as shown in staff report attachment.

**Action:** Authorized Public Works Director to sign PO with required options along with all other paperwork required for purchases and payment of invoices.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-131**

#### **I. Ratify and Approve Submission of Best Practices Digital Equity Learning Community Grant**

Departments: Information Technology

Ratify and approve submission of Best Practice Digital Equity Learning Community Grant.

**Action:** Ratified and approved submission of Best Practice Digital Equity Learning Community Grant.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-132**

#### **J. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 5/31/2024.

**Note:**

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

**Action:** Approved the Treasury Transaction Report for the month ending 5/31/2024.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-133**

**K. Application for the United States Department of Agriculture’s Rural Community Development Initiative Grant**

Departments: County Counsel

Approve Application for the United States Department of Agriculture’s Rural Community Development Initiative Grant.

**Action:** Approved and Authorized Application for the United States Department of Agriculture’s Rural Community Development Initiative Grant.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-134**

**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. Governor’s Proclamation for the November 5, 2024, General Election**

A proclamation by the Governor of the State of California that the General Election will be held throughout the state on Tuesday, November 5, 2024.

**B. Email from Mark Langner regarding North County Utilities**

Email from a Coleville resident (Mark Langner) regarding the electric utilities in north county.

**Chair Peters:**

- Mark is a longtime resident in Coleville.

**C. Assembly Bill 2797 - Opposition Letter**

Letter to Assembly Member McKinnor regarding the opposition of Assembly Bill 2797.

**Supervisor Duggan:**

- Discussion on the notification that Assembly Bill 2797 and will not be moving forward this year.

**Note:**

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

**D. Letter of Support - Secure Rural Schools Reauthorization Act of 2023 (S. 2581)**

Letter of support sent to Senator Padilla and Senator Butler regarding the Secure Rural Schools Reauthorization Act of 2023 (S. 2581).

**7. REGULAR AGENDA - MORNING**

**A. Introduction of Humboldt-Toiyabe National Forest Supervisor and Update on Forest Activities**

Departments: Board of Supervisors

(Humboldt-Toiyabe National Forest Supervisor, Jon Stansfield; Bridgeport District Ranger, Aaron Coogan) - Introduction of Humboldt-Toiyabe National Forest Supervisor Jon Stansfield and update on Humboldt-Toiyabe National Forest activities.

**Action:** None.

**Jon Stansfield, Humboldt-Toiyabe National Forest Supervisor:**

- Presented item.

**Bridgeport District Ranger, Aaron Coogan:**

- Introduced himself to the Board.

*Break: 9:39 AM*

*Reconvened: 9:45 AM*

**B. Prescribed Burns Update from Inyo National Forest and Bureau of Land Management**

Departments: Board of Supervisors

(Lesley Yen, INF Supervisor and Chance Traub, INF Fire Management Specialist) - Update from Inyo National Forest and Bureau of Land Management on prescribed burns in Mono County.

**Action:** None.

**Lesley Yen, INF Supervisor:**

- Introduced item.

**Chance Traub, INF Fire Management Specialist**

- Presented item.

**C. Four Tribes' Request for Letter of Support**

Departments: Clerk of the Board

(Joseph A. Sam, Chairman, Bridgeport Indian Colony) - Mono County support for tribal request for protection on the high volcanic tableland in the Bodie Hills.

**Note:**

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

**Action:** Approved the support letter and approved Chair Peters to sign on behalf of the County.

**Salcido moved; Duggan seconded**

**Vote: 5 Yes, 0 No**

**M24-135**

**Joseph A. Sam, Chairman, Bridgeport Indian Colony:**

- Presented item.

**Chair Peters:**

- Discussion on future item – rebuilding the Toiyabe Clinic.
- Discussion on the Bridgeport General Store is now open.

**Public Comment:**

**Marty Meaden, Mono Lake resident:**

- Asks for Board for approval of resolution/letter for the four tribal nations.
- Discussion on the resources that are of importance to the native community and the importance of the protection of the land.

**Kris Hohag, Sierra Club:**

- In support of the letter of support.

**Allsion Webber, Forest and Water Policy Director for Friends of the Inyo:**

- In support.

*Break: 10:45 AM*

*Reconvened: 10:56 AM*

**D. Interpretation of Mono County Code Section 5.60.140.N.6, regarding the Prohibition of the Retail Sale of Cannabis-Infused Beverages**

Departments: Community Development

(Rob Makoske, Planning Analyst) - Consider interpreting Mono County Code Section 5.60.140.N.6. to allow pre-mixed cannabis beverages regulated by the State of California. Concentrates that are beverages, powders, or gels would continue to be prohibited.

**Action:** Approved Option 1 by interpreting the prohibition in the code language to apply to cannabis concentrates only and not pre-mixed cannabis-infused beverages, which would allow for the immediate sale of cannabis-infused beverages, and then directed staff to amend the code for clarity and consistency with this interpretation as workflow allows.

**Salcido moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M24-136**

**Rob Makoske, Planning Analyst:**

- Presented item.

**Brett Calaway, Assistant Community Development Director:**

- Discussion on the issue with delivery within the County Code.

**Note:**

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



**Supervisor Kreitz:**

- Supports Option 1.

**Supervisor Gardner:**

- Supports the recommendation.

**Cory Zila, Owner Tioga Green:**

- Thanked the Board and showed the safety features on the cannabis drinks.

**Supervisor Salcido:**

- Discussion on delivery in Mono County vs Inyo County.

**Chair Peters:**

- In support.

**E. Agreement and First Amendment to the Employment Agreement of Elizabeth Grans as Economic Development Manager/Film Commissioner for Mono County Recognizing Ms. Grans' Appointment as Interim Economic Development Director**

Departments: County Administrative Office

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

**Action:** Announced Fiscal Impact. Approved Resolution R24-070, Approving an employment agreement with Elizabeth Grans as Interim Economic Development Director, and prescribing the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** This item increases costs for each pay cycle the additional duties are performed by an estimated \$458, of which \$387 is salary and \$72 is benefits. The annual cost of this position currently before the amendment is \$155,407, of which \$107,065 is salary and \$48,342 is benefits.

**Duggan moved; Kreitz seconded**

**Vote: 5 Yes, 0 No**

**R24-070**

**Christine Bouchard, Assistant County Administrative Officer:**

- Presented item.

**F. Fleet Operations Update**

Departments: Public Works - Fleet

(Paul Roten, Public Works Director) - Presentation by Paul Roten and Karyn Spears regarding Mono Fleet Operations.

**Action:** None.

**Paul Roten, Public Works Director:**

- Presented item.

**Note:**

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

**G. Mono County Jail Update**

Departments: Public Works

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

**Action:** None.

**Paul Roten, Public Works Director:**

- Presented item.

Moved to Board Reports.

**8. CLOSED SESSION**

*Closed Session: 11:43 AM*

*Reconvened: 12:15 PM*

No reportable action out of Closed Session.

**A. 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 Ricci Reigle.

**B. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.

Paragraph (1) of subdivision (d) of Government Code section 54956.9.

Name of case: County of Mono v. Amerisourcebergen Drug Corporation; Cardinal Health, Inc.; McKesson Corporation; Purdue Pharma L.P.; Purdue Pharma, Inc., et al., United States District Court, Eastern District of California, Case No. 2:18-cv-01149-MCE-KJN.

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: two

**D. Closed Session - Exposure to Litigation**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

**E. Closed Session - Labor Negotiations**

**Note:**

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

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

## 9. BOARD MEMBER REPORTS

### Supervisor Duggan:

- 6/20 Attended via zoom the ESJPA meeting.
- 6/25 Met with CSA #1 and discussed the projects that were already approved.
- 6/26 Broadband Prioritization call with Scott Armstrong.
- 6/28 Attended the quarterly ILG Board meeting. Working on a rebranding of the website.

### Supervisor Gardner:

- No report.

### Supervisor Kreitz:

- June 20th – I attended the CSAC Insurance Working Group meeting.
- June 21st – I participated in a call with ESCH staff, a few fellow ESCH Board members and HCD staff on the grants and loans for the Access Apartments.
- June 25th- I participated in the NACo and the Pew Charitable Trusts conversation on Housing Impacts
- June 26th – I participated in a special IMACA Board meeting where the board approved a contract with outside fiscal consulting services upon the retirement of the controller and lack of qualifying applicants to the position recruitment.
- July 1st – I attended the CSAC Caucus briefing in preparation for next week's NACo Annual Conference. Later that day, I participated in the Eastern Sierra Community Housing board meeting. The Board reviewed draft guidelines for the use of one-time funds, received updates on the Innsbruck Lodge and Access Apartments. The Board approved an amendment to the CDBG subrecipient agreement with the Town for the Access Apartments and the Regulatory Agreement between the Town and Access Apartments Affordable Housing LLC.

### Supervisor Peters:

- 6/20 Attended the I attended the CSAC Insurance Working Group meeting.
- 6/20 Meeting with Lynn Bolten, Sierra Club.
- 6/28 Attended the WIR meeting.
- 7/1 Attended the California Caucus briefing meeting.
- Shout out to Mono County Public Works and the Chambers for all planning for the upcoming 4<sup>th</sup> of July festivities.
- Bridgeport General Store is now open.

### Supervisor Salcido:

- 6/19 Attended the Eastend Sierra Transit Authority meeting.
- 6/19 Participated via zoom with other state Supervisors regarding the potential climate building.

### Note:

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

DRAFT MEETING MINUTES

July 2, 2024

Page 12 of 12

- 6/20 Attended a meeting at the Eastern Sierra Wildlife Sustainability Task Force regarding the wildlife crossing overpass on Highway 395.
- 6/20 Attended the WRAF meeting.
- 6/20 Attended the Governor's Council for the Sierra's First Project.
- 6/21 Met with Scott Armstrong regarding Broadband future plans.
- 6/22 Attended the ESCOG meeting.

Moved to Closed Session.

**ADJOURNED AT 12:16 P.M.**

**ATTEST**

---

**JOHN PETERS**  
**CHAIR OF THE BOARD**

---

**DANIELLE PATRICK**  
**SENIOR DEPUTY CLERK OF THE BOARD**

**Note:**  
**These meeting minutes have not yet been approved by the Mono County Board of Supervisors**



**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.

Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting  
July 9, 2024**

**TRIBAL LAND ACKNOWLEDGMENT**

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

**Backup Recording**

**Minute Orders**

**Resolutions**

**Ordinance**

**Zoom**

**M24-137 - M24-140**

**R24-072 - R24-074**

**ORD24-006 Used**

9:02 AM Meeting called to Order by Chair Peters.

**Chair Peters:**

- Announced that we will be adjourning today's meeting in memory of Bobby Tanner.

*Supervisors Present: Duggan, Gardner, Kreitz, Peters, and Salcido. (All members were present in-person or participated via teleconference in compliance with rules established by the Ralph M. Brown Act).*

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>

**Note:**

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

Pledge of Allegiance led by Supervisor Duggan.

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

- No one spoke.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

**Sandra Moberly, County Administrative Officer:**

- Requested that we take an item out of order today. Would like to take Item #7e. and move it up to the second item on regular agenda.
- Update on Veteran's Services, updated information can be found on the County Website or reach out the County Administrative Office.

**4. DEPARTMENT/COMMISSION REPORTS**

**Chris Mokracek, Emergency Management:**

- Update on 4<sup>th</sup> of July emergency calls.
- A cooling station is now open in Bridgeport at Memorial Hall.
- Update on Biomass.
- California Governor's Office of Emergency Services (CalOES) offering Emergency Operations Center (EOC) training online.
- Update on fire insurance to come to the Board on 8/13.

**Supervisor Salcido:**

- Requested clarification on DSS personnel (Fred) and what his position/roll is and requested a field trip if possible.

**Chair Peters**

- Asked if there is a CALOES person within the county.

**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. Wastewater Surveillance Memorandum of Understanding (MOU) with Mammoth Community Water District**

Departments: Health and Human Services (HHS)

Approval of Agreement and First Amendment to MOU between County and Mammoth Community Water District regarding Wastewater Sampling and Analysis.

**Action:** Approved Agreement and First Amendment to MOU between County and Mammoth Community Water District regarding Wastewater Sampling and Analysis for new term January 20, 2023, to June 30, 2026, and authorized Board Chair to sign.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**Note:**

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

**M24-137**

**B. Training Funds Request for Supervisor-Elect McFarland**

Departments: Clerk of the Board

Under State law and the County Code, upon request of a Supervisor-Elect, county general fund moneys may be used prior to the assumption of office by that Supervisor-elect, for training and orientation including the payment of course fees, travel and per diem expenses, course materials, and consultant fees.

**Action:** Approved request for training funds, not to exceed \$2,500, for Supervisor-Elect McFarland to attend relevant professional training and orientation including the payment of course fees, travel and per diem expenses, course materials, and consultant fees between November 17, 2024, and January 6, 2025.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-138**

**6. CORRESPONDENCE RECEIVED - NONE**

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

**7. REGULAR AGENDA - MORNING**

**A. PUBLIC HEARING: General Plan Amendment 24-02 - North County Water Transaction Criteria Policies**

Departments: Community Development - Planning Division

(Wendy Sugimura, Community Development Director) - Consider policies to be added to the Mono County General Plan Conservation/Open Space Element that identify criteria for water transactions with less-than-significant environmental impacts that redirect water from current uses in the Antelope and Bridgeport valleys to Walker Lake to raise the water level. California Environmental Quality Act (CEQA) exemptions §15307 and §15308 are proposed.

**Action:** 1. Conducted a public hearing on GPA 24-02 and received any additional public comments; 2. Deliberated the project and additional public comments and made any desired modifications; 3. Approved Resolution, finding the project exempt from CEQA under §15307 and §15308 and adopting GPA 24-02. Directed staff to file a notice of exemption and provided any additional direction to staff.

**Salcido moved; Duggan seconded**

**Note:**

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

**Vote: 5 Yes, 0 No**  
**R24-071**

**Wendy Sugimura, Community Development Director:**

- Presented item.

*Public Hearing Open: 9:33 AM*

*Public Hearing Closed: 9:34 AM*

**Deliberations:**

**Chair Peters:**

- In support of the recommended action.

**Supervisor Duggan:**

- In support of the recommended action.

**Supervisor Salcido:**

- In support of recommended action.

**Supervisor Gardner:**

- In support of the recommended action.

**Supervisor Kreitz:**

- In support of the recommended action.

**Public Comment:**

**Peter Stanton, Walker Basin Conservancy:**

- Discussion on his gratitude for the County's collective work on this project.

Moved to item #7e.

**B. Air Service Presentation**

Departments: Economic Development

(John Urdi, Executive Director, Mammoth Lakes Tourism) - Presentation by John Urdi, Executive Director of Mammoth Lakes Tourism, regarding regional air service.

**Action:** None.

**John Urdi, Executive Director, Mammoth Lakes Tourism:**

- Presented item.

**C. Fish and Game Fine Fund Expenditure**

Departments: Economic Development

(Liz Grans, Interim Economic Development Director) - Staff received two applications for the Mono County Fish and Game Fine Fund Local Program Funding. Clean Up the Lake has requested \$21,475 to complete underwater clean-up efforts at Convict Lake and perform pilot research (four dives over

**Note:**

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



two days to assess litter) at Virginia Lakes. Wildcare Eastern Sierra has requested \$5,000 to support operating costs for wildlife rehabilitation.

**Action:** The Board considered and approved two funding requests in the amount of \$21,475 for Clean Up the Lake and \$5,000 for Wildcare Eastern Sierra.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-139**

**Liz Grans, Interim Economic Development Director:**

- Introduced item.
- Discussed the correct fund balance.

**Colin West, Clean Up the Lake:**

- Presented item.

**Danielle Manriquez, Clean Up the Lake:**

- Presented item and shared pictures.

**D. Election Update**

Departments: Elections

(Queenie Barnard, Clerk-Recorder-Registrar) - Update on the November 5, 2024, General Election.

**Action:** None.

Moved to Item #7f.

**E. Proposal to Increase the Transient Occupancy Tax Rate**

Departments: County Counsel; CAO

(Emily Fox, Assistant County Counsel) - Presentation by ECM Research and Props and Measures regarding a proposal to submit an increase in the Transient Occupancy Tax rate for unincorporated Mono County to the voters in November.

**Action:** None.

**Sandra Moberly, County Administrative Officer:**

- Introduced item.

**Emily Fox, Assistant County Counsel:**

- Provided background.

**Sara LaBatt, CleanSweep Campaigns:**

- Presented item.

**Erica Walters, CleanSweep Campaigns:**

- Discussion on changing the verbiage and keeping within the 45-word maximum.

**Note:**

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

**Supervisor Kreitz:**

- Suggested that the first statement should add affordable/workforce housing verbiage.

**Supervisor Salcido:**

- Discussion on competitive tax measures and how that is perceived by the voters.
- Discussion on the Affordable Housing versus the County's Strategic Plan.

**Supervisor Duggan:**

- Discussion on demographics that the participation of the poll came from.

**Chair Peters:**

- Board Consensus to support item and a great emphasis on Affordable Housing ...

**Sandra Moberly**

- Reminded the Board that we should try to stay as close to the verbiage that was polled so it is received as anticipated.

*Break 10:47 AM*

*Reconvened: 10:57 AM*

Moved to item #7b.

**F. Project 9646-4 Site Preparation in Support of the Bridgeport Jail Project.**

Departments: Public Works

(Paul Roten, Public Works Director) - Public Works recently opened bids for the site preparation project, in support of the New Jail Project. One bid was received, which was much higher than the estimated cost. The County must decide whether to award the contract to the apparent low bidder Olcesse Construction Co. of Carson City NV, or to reject all bids and re-bid the project.

**Action:** Rejected all bids received and directed the Public Works department to re-bid work as necessary.

**Duggan moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M24-140**

**Paul Roten, Public Works Director:**

- Presented item.

**G. Mono County Public Works Standards**

Departments: Public Works

(Paul Roten, Public Works Director) - Proposed resolution, Adopting the Mono County Department of Public Works Standards Dated March 18, 2024, to Supersede the Department of Public Works – County of Mono Road Improvement Standards September 1981.

**Action:** Adopted Resolution R24-072, Adopting the Mono County Department of Public Works Standards Dated March 18, 2024, to Supersede the Department of Public Works – County of Mono Road Improvement Standards September 1981, as amended.

**Note:**

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

**Duggan moved; Kreitz seconded**

**Vote: 5 Yes, 0 No**

**R24-072**

**Paul Roten, Public Works Director:**

- Presented item.
- Would like to include the current dates in the Standard.

**H. Agreement and First Amendment to the Employment Agreement of Anne L. Frievalt as Temporary, Non-Benefitted, Staff Attorney for Mono County**

Departments: County Counsel

(Christopher Beck, County Counsel) - Proposed resolution approving an Agreement and First Amendment to the Employment Agreement of Anne L. Frievalt as Temporary, Non-Benefitted, Staff Attorney for Mono County.

**Action:** Announced Fiscal Impact. Approved Resolution R24-072, Approving an Agreement and First Amendment to the Employment Agreement of Anne L. Frievalt as Temporary, Non-Benefitted, Staff Attorney for Mono County. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The total cost of salary and benefits is approximately \$91,341, of which \$80,491 is salary and \$10,850 is benefits. This is included in the Department's FY 2024-25 preliminary budget.

**Duggan moved; Kreitz seconded**

**Vote: 5 Yes, 0 No**

**R24-073**

**Christopher Beck, County Counsel:**

- Presented item.

**I. Terms and Conditions of Employment for Jack Loera as District Attorney Investigator**

Departments: District Attorney

(David Anderson, District Attorney) - Proposed resolution approving a contract with Jack Loera as District Attorney Investigator, and prescribing the compensation, appointment, and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R24-073, Approving a contract with Jack Loera as District Attorney Investigator, and prescribing the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The fiscal impact for this position for the fiscal year is \$201,101 of which \$125,040 is salary and \$76,061 is benefits. This is included in the Department's 2024/2025 Requested Budget.

**Kreitz moved; Duggan seconded**

**Note:**

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

**Vote: 5 Yes, 0 No**  
**R24-074**

**David Anderson, District Attorney:**

- Presented item.

Moved to Board Reports.

**8. CLOSED SESSION**

*Closed Session: 11:57 AM*

*Reconvened: 12:15 PM*

No reportable action.

**A. Closed Session - Labor Negotiations**

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

**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 Ricci Reigle.

**C. Closed Session - Existing Litigation**

County of Mono v. Amerisourcebergen Drug Corporation; Cardinal Health, Inc.; McKesson Corporation; Purdue Pharma L.P.; Purdue Pharma, Inc., et al., United States District Court, Eastern District of California, Case No. 2:18-cv-01149-MCE-KJN

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

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

**9. BOARD MEMBER REPORTS**

**Supervisor Duggan:**

- Participated in the RCRC Roadway Infrastructure Committee meeting.

**Note:**

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

**Supervisor Gardner:**

- No report.

**Supervisor Kreitz:**

- No report.

**Supervisor Peters:**

- Attended the change of command meeting at the Mountain Warfare Training Center.
- Attended the Bridgeport 4<sup>th</sup> of July festivities and thanked everyone for their hard work for the holiday weekend.

**Supervisor Salcido:**

- No report.

Moved to Closed Session.

**ADJOURNED IN MEMORY OF BOBBY TANNER AT 12:15 P.M.**

**ATTEST**

---

**JOHN PETERS  
CHAIR OF THE BOARD**

---

**DANIELLE PATRICK  
SENIOR DEPUTY CLERK OF THE BOARD**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: Elections**

**TIME REQUIRED**

**SUBJECT** Consolidation of Elections

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Resolution consolidating various County, Municipal, and School Elections with the General Election to be held on November 5, 2024, and requesting the Registrar of Voters conduct the election.

**RECOMMENDED ACTION:**

Approve resolution consolidating various County, Municipal, and School Elections with the General Election to be held on November 5, 2024, and requesting the Registrar of Voters conduct the election.

**FISCAL IMPACT:**

Costs associated with adding extra contests to the already scheduled ballot. These costs are not known until after the election. In accordance with Elections Code Section 10002, each district shall reimburse the County for these additional costs.

**CONTACT NAME:** Queenie Barnard

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">County Resolution for Election Consolidation</a>
<a href="#">District Consolidation Resolutions</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/1/2024 1:40 PM	County Counsel	Yes
7/30/2024 11:21 AM	Finance	Yes
8/1/2024 10:30 PM	County Administrative Office	Yes



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

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

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

August 6, 2024

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

**From:** Queenie Barnard, Clerk-Recorder-Registrar

**Re:** Consolidation of Elections

**Background:**

Pursuant to Elections Code §10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election (August 9, 2024), file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot.

If the number of candidates does not exceed the number of available elective offices, the supervising authority (Board of Supervisors) shall appoint to the office or offices the person or persons who have filed declarations of candidacy [EC §10515(a)].

**Discussion:**

The following entities have submitted resolutions to the Board of Supervisors requesting consolidation with the November 5, 2024 General Election and for the Mono County Elections Division to be responsible for the conduct of the consolidated election:

1. The following Cities have requested the consolidation of their municipal elections:
  - a. Town of Mammoth Lakes (adopted consolidation resolution R24-051 on 5/21/24)
2. The following School Districts have requested the consolidation of their district elections:
  - a. Eastern Sierra Unified School District
  - b. Mammoth Unified School District
  - c. Mono County Office Of Education
  - d. Round Valley Joint Elementary School District (shared district with Inyo County)
  - e. Bishop Unified School District (shared district with Inyo County)
3. The following Special Districts have requested consolidation of their district elections:
  - a. Antelope Valley Fire Protection District
  - b. Hilton Creek Community Services District
  - c. June Lake Fire Protection District
  - d. Long Valley Fire Protection District
  - e. Mammoth Community Water District
  - f. Mono County Tri-Valley Groundwater Management District
  - g. Southern Mono Healthcare District



4. The following districts have requested the consolidation of their elections on the following questions (“Measures”):
- a. Mammoth Unified School District School Safety and Improvement Measure  
*“With funds that cannot be taken by the State and spent elsewhere, shall Mammoth Unified School District’s measure to construct classrooms; upgrade heating, air conditioning and ventilation systems; improve school facilities; and construct teacher/staff housing to attract and retain qualified employees be adopted, authorizing \$70 million in bonds, at legal rates, levying approximately \$37 per \$100,000 of assessed valuation (raising \$4.5 million annually) while bonds are outstanding, with citizen oversight, independent audits, and full disclosure of spending?”*
  - b. Bishop Unified School District Bond Measure (shared district with Inyo County)  
*“Bishop Union High School and Home Street Middle School Repair Bond. With funds that cannot be taken by the State, shall Bishop Unified School District’s measure to repair/ replace deteriorating plumbing, roofs, electrical, heating and air-conditioning systems and update career training facilities, classrooms, and Bishop Union High School’s historic main building be adopted, authorizing \$46.3 million with legal rates, audits, average levies below \$52 per \$100,000 of assessed valuation (raising \$2.9 million annually) while outstanding, independent oversight, no funds for administrator salaries and full disclosure of spending?”*
  - c. Town of Mammoth Lakes Transient Occupancy Tax Increase  
*“To support general town services - without increasing taxes on Mammoth Lakes residents - such as providing affordable workforce housing through the Town's Housing Now! Program, supporting public safety, enhancing disaster preparedness, repairing roads, improving recreation amenities and supporting snow removal, shall the Town of Mammoth Lakes' measure increasing the transient occupancy tax by 2% be adopted, generating approximately \$4,000,000 annually for 10-years, paid only by hotel and short-term rental guests, with annual audits and all funds staying local?”*
  - d. Mammoth Lakes Fire Protection District Special Tax for Emergency Response and Fire Protection Services  
*“To reduce the risk of wildfires, maintain and improve rapid response times for 9-1-1 emergency services, attract, retain, and train qualified firefighters, and fund defensible space programs to improve wildfire prevention, shall the Mammoth Lakes Fire Protection District ordinance levying \$98 per parcel for nine years be adopted, providing approximately \$925,000 annually in locally controlled funding, an optional yearly increase not to exceed CPI, with senior and low-income exemptions, independent oversight, annual audits and all money spent locally?”*

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



Queenie Barnard  
Clerk-Recorder-Registrar  
760-932-5534  
[qbarnard@mono.ca.gov](mailto:qbarnard@mono.ca.gov)

Attachments:

1. Mono County Draft Resolution for Consolidation
2. District Consolidation Resolutions



R24-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
CONSOLIDATING VARIOUS COUNTY, MUNICIPAL, AND SCHOOL ELECTIONS  
WITH THE NOVEMBER 5, 2024, STATEWIDE GENERAL ELECTION**

**WHEREAS**, pursuant to Education Code Section 5322, whenever a school district election is ordered, the governing board of the district or the board or officer authorized to make such designations shall, concurrently with or after the order of election, but not less than 123 days prior to the date set for the election in the case of an election for governing board members, or at least 88 days prior to the date of the election in the case of an election on a measure, including a bond measure, by resolution delivered to the county superintendent of schools and the officer conducting the election specify the date of the election and the purpose of the election; and

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, pursuant to Elections Code Section 10402.5, any state, county, municipal, district, and school district election held on a statewide election date pursuant to Section 1002 shall be consolidated with the statewide election pursuant to this part except that, in counties of the first class, the board of supervisors may deny any request for consolidation if it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. The procedural requirements prescribed for that type of election shall be construed as if this section were specifically set forth in the provisions relating to that election; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner

1 prescribed in Section 10418. Upon such request, the Board of Supervisors may order the  
2 consolidation; and

3 **WHEREAS**, the following entities have submitted resolutions to the Board of  
4 Supervisors requesting consolidation:

- 5 1. The following Cities have requested the consolidation of their municipal elections:
  - 6 a. Town of Mammoth Lakes (adopted consolidation resolution R24-051 on  
7 5/21/24)
- 8 2. The following School Districts have requested the consolidation of their district  
9 elections:
  - 10 a. Eastern Sierra Unified School District
  - 11 b. Mammoth Unified School District
  - 12 c. Mono County Office Of Education
  - 13 d. Round Valley Joint Elementary School District (shared district with Inyo  
14 County)
  - 15 e. Bishop Unified School District (shared district with Inyo County)
- 16 3. The following Special Districts have requested consolidation of their district  
17 elections:
  - 18 a. Antelope Valley Fire Protection District
  - 19 b. Hilton Creek Community Services District
  - 20 c. June Lake Fire Protection District
  - 21 d. Long Valley Fire Protection District
  - 22 e. Mammoth Community Water District
  - 23 f. Mono County Tri-Valley Groundwater Management District
  - 24 g. Southern Mono Healthcare District
- 25 4. The following districts have requested the consolidation of their elections on the  
26 following questions (“Measures”):
  - 27 a. Mammoth Unified School District School Safety and Improvement Measure  
28 *“With funds that cannot be taken by the State and spent elsewhere, shall  
29 Mammoth Unified School District’s measure to construct classrooms;  
30 upgrade heating, air conditioning and ventilation systems; improve school  
31 facilities; and construct teacher/staff housing to attract and retain qualified  
32 employees be adopted, authorizing \$70 million in bonds, at legal rates,  
levying approximately \$37 per \$100,000 of assessed valuation (raising \$4.5  
million annually) while bonds are outstanding, with citizen oversight,  
independent audits, and full disclosure of spending?”*
  - b. Bishop Unified School District Bond Measure (shared district with Inyo  
County)  
*“Bishop Union High School and Home Street Middle School Repair Bond.  
With funds that cannot be taken by the State, shall Bishop Unified School  
District’s measure to repair/ replace deteriorating plumbing, roofs, electrical,  
heating and air-conditioning systems and update career training facilities,  
classrooms, and Bishop Union High School’s historic main building be  
adopted, authorizing \$46.3 million with legal rates, audits, average levies*

1 below \$52 per \$100,000 of assessed valuation (raising \$2.9 million annually)  
2 while outstanding, independent oversight, no funds for administrator salaries  
3 and full disclosure of spending?"

4 c. Town of Mammoth Lakes Transient Occupancy Tax Increase

5 "To support general town services - without increasing taxes on Mammoth  
6 Lakes residents - such as providing affordable workforce housing through the  
7 Town's Housing Now! Program, supporting public safety, enhancing disaster  
8 preparedness, repairing roads, improving recreation amenities and  
9 supporting snow removal, shall the Town of Mammoth Lakes' measure  
10 increasing the transient occupancy tax by 2% be adopted, generating  
11 approximately \$4,000,000 annually for 10-years, paid only by hotel and  
12 short-term rental guests, with annual audits and all funds staying local?"

13 d. Mammoth Lakes Fire Protection District Special Tax for Emergency  
14 Response and Fire Protection Services

15 "To reduce the risk of wildfires, maintain and improve rapid response times  
16 for 9-1-1 emergency services, attract, retain, and train qualified firefighters,  
17 and fund defensible space programs to improve wildfire prevention, shall the  
18 Mammoth Lakes Fire Protection District ordinance levying \$98 per parcel for  
19 nine years be adopted, providing approximately \$925,000 annually in locally  
20 controlled funding, an optional yearly increase not to exceed CPI, with senior  
21 and low-income exemptions, independent oversight, annual audits and all  
22 money spent locally?"

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

25 **SECTION 1:** Pursuant to §10400, *et seq.*, of the California Elections Code, the Mono  
26 County Board of Supervisors orders the consolidation of the foregoing elections with the  
27 Statewide General Election to be held on Tuesday, November 5, 2024.

28 **SECTION 2:** The Mono County Elections Division is hereby authorized and directed to  
29 procure and furnish those election services requested by each entity as more fully set for in their  
30 resolutions.

31 **SECTION 3:** The Mono County Elections Division is authorized to canvass the returns  
32 of the General Election.

**SECTION 4:** Pursuant to California Elections Code §10002, the Mono County Elections  
Division is directed to submit a bill to each entity for the election services provided to them.

**PASSED, APPROVED and ADOPTED** this 6th day of August, 2024, by the following  
vote, to wit:

**AYES:**

**NOES:**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

APPROVED AS TO FORM:

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

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

Resolution No. 24-05

**Resolution Ordering Election,  
Requesting County Elections to Conduct the Election,  
Requesting Consolidation of the Election, and  
Specifications of the Election Order**

**Eastern Sierra Unified School District**

---

**WHEREAS**, pursuant to Education Code Section 5322, whenever a school district election is ordered, the governing board of the district or the board or officer authorized to make such designations shall, concurrently with or after the order of election, but not less than 123 days prior to the date set for the election in the case of an election for governing board members, or at least 88 days prior to the date of the election in the case of an election on a measure, including a bond measure, by resolution delivered to the county superintendent of schools and the officer conducting the election specify the date of the election and the purpose of the election; and

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10402.5, any state, county, municipal, district, and school district election held on a statewide election date pursuant to Section 1002 shall be consolidated with the statewide election pursuant to this part except that, in counties of the first class, the board of supervisors may deny any request for consolidation if it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. The procedural requirements prescribed for that type of election shall be construed as if this section were specifically set forth in the provisions relating to that election; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and

**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, pursuant to Education Code Section 5342 and Elections Code Section 10400, such election for school districts may be either completely or partially consolidated; and

**WHEREAS**, various district, county, political subdivision, and statewide elections have been or may be called to be held on November 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Governing Board/Board of Trustees of the Eastern Sierra Unified District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the School District and requests the Board of Supervisors of the County of Mono order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said School Board hereby requests the Board of Supervisors to permit the Mono County Elections Department to provide any and all services necessary for conducting the election; and

**BE IT FURTHER RESOLVED AND ORDERED** that pursuant to Education Code Section 5322, the authority for the specifications of the election order, the governing body of the Eastern Sierra Unified District hereby orders an election to be held with the following specifications:

The election shall be held on Tuesday, November 5, 2024;

[Check any of the following that apply]

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department conduct the election for the following offices on the November 5, 2024 ballot:

<u># of Seats</u>	<u>Office Title</u>	<u>Term</u>	<u>District/Division (if app)</u>
1	School Board Trustee	4 years	Area 2
1	School Board Trustee	4 years	Area 3

*No election will be held if there are an insufficient number of nominees.*

The qualifications of a nominee of an elective officer of the school district are as follows: (insert qualifications, i.e. a registered voter in the district, trustee area, etc.)

Candidate must reside within the trustee area that is up for election.

The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Guide at the time of filing his/her statement.

CHECK ONE: YES

NO  The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

A current map showing the boundaries of the district and the boundaries of the divisions of the district, if any, with a statement indicating in which divisions a director is to be elected and whether any officer is to be elected at large is attached.

CHECK ONE: YES

NO  No changes, map on file.

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 5, 2024 election:

PASSED AND ADOPTED this 20th day of June, 2024, by the following vote:

AYES: 5

NOES: 0

ABSTENTIONS: 0

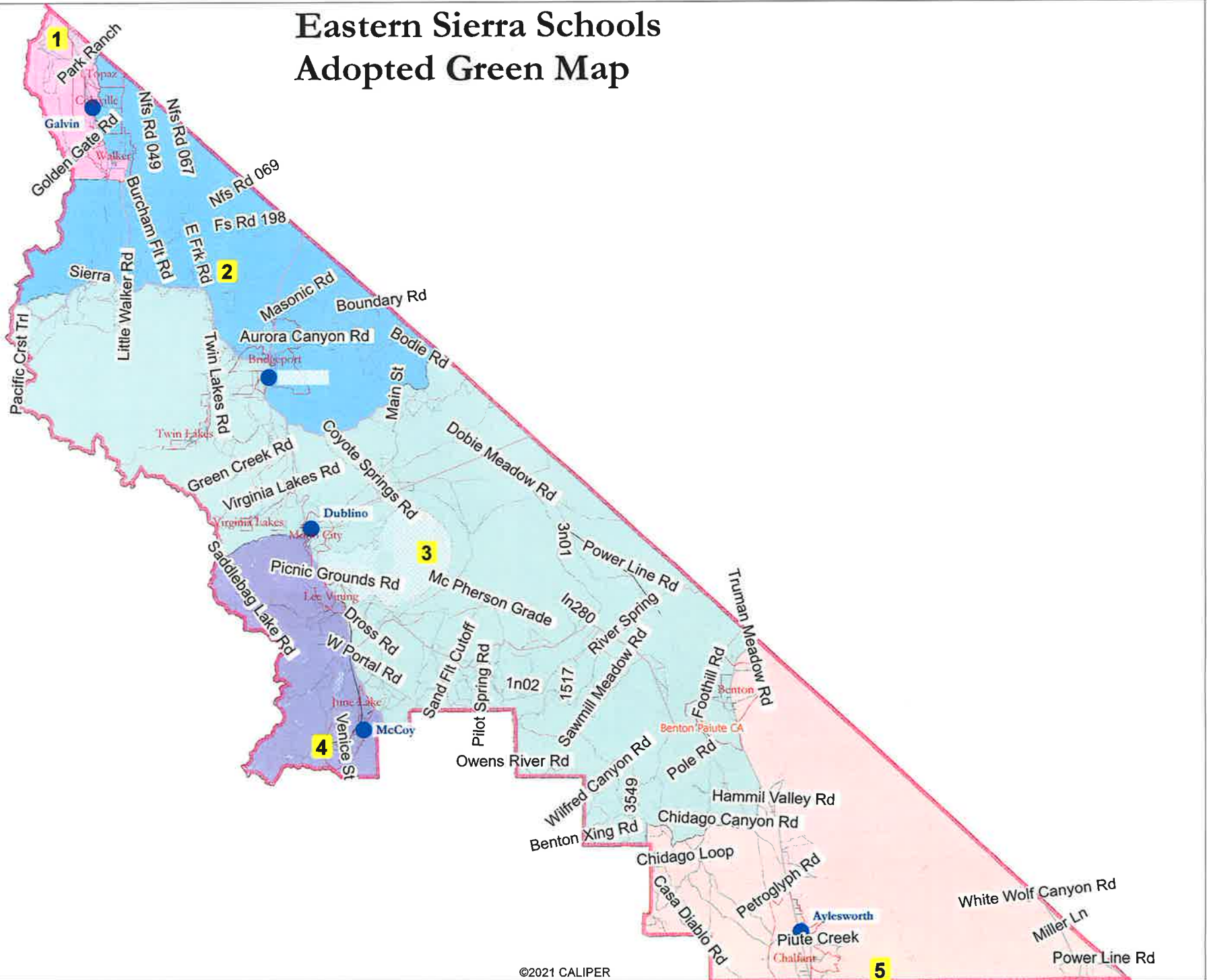
ABSENT: 0

  
\_\_\_\_\_  
Board President

Attested:   
\_\_\_\_\_  
Secretary



# Eastern Sierra Schools Adopted Green Map



**Resolution # (23/24)-09**

**Resolution Ordering Election,  
Requesting County Elections to Conduct the  
Election,  
Requesting Consolidation of the Election, and  
Specifications of the Election Order**

**Mammoth Unified School District**

**WHEREAS**, pursuant to Education Code Section 5322, whenever a school district election is ordered, the governing board of the district or the board or officer authorized to make such designations shall, concurrently with or after the order of election, but not less than 123 days prior to the date set for the election in the case of an election for governing board members, or at least 88 days prior to the date of the election in the case of an election on a measure, including a bond measure, by resolution delivered to the county superintendent of schools and the officer conducting the election specify the date of the election and the purpose of the election; and

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10402.5, any state, county, municipal, district, and school district election held on a statewide election date pursuant to Section 1002 shall be consolidated with the statewide election pursuant to this part except that, in counties of the first class, the board of supervisors may deny any request for consolidation if it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. The procedural requirements prescribed for that type of election shall be construed as if this section were specifically set forth in the provisions relating to that election; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and

**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, pursuant to Education Code Section 5342 and Elections Code Section 10400, such election for school districts may be either completely or partially consolidated; and

**WHEREAS**, various district, county, political subdivision, and statewide elections have been or may be called to be held on November 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Governing Board/Board of Education of the Mammoth Unified School District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the School District and requests the Board of Supervisors of the County of Mono order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said School Board hereby requests the Board of Supervisors to permit the Mono County Elections Department to provide any and all services necessary for conducting the election; and

**BE IT FURTHER RESOLVED AND ORDERED** that pursuant to Education Code Section 5322, the authority for the specifications of the election order, the governing body of the Mammoth Unified School District hereby orders an election to be held with the following specifications:

The election shall be held on Tuesday, November 5, 2024;

[Check any of the following that apply]

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department conduct the election for the following offices on the November 5, 2024 ballot:

<u># of Seats</u>	<u>Office Title</u>	<u>Term</u>	<u>District/Division (if app)</u>
3	Board Member	4 years	Mammoth Unified School District

*No election will be held if there are an insufficient number of nominees.*

The qualifications of a nominee of an elective officer of the school district are as follows:

Any person is eligible to be a member of the Governing Board, without further qualifications, if the person is 18 years of age or older, a citizen of California, a resident of the school district or, if applicable, the trustee area, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when the person has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Guide at the time of filing his/her statement.

**CHECK ONE:**

- YES
- NO - The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

A current map showing the boundaries of the district and the boundaries of the divisions of the district, if any, with a statement indicating in which divisions a director is to be elected and whether any officer is to be elected at large is attached.

**CHECK ONE:**

- YES
- NO – No changes, map on file.

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 5, 2024 election:

**PASSED AND ADOPTED** this 18<sup>th</sup> day of June, 2024, by the following vote:

AYES: 4  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 1

  
\_\_\_\_\_  
School Board President

Attested:   
\_\_\_\_\_  
Secretary

Resolution No. 2024-09

**Resolution Ordering Election,  
Requesting County Elections to Conduct the Election,  
Requesting Consolidation of the Election, and  
Specifications of the Election Order**

**Mono County Office of Education**

---

Name of School District - **Exactly As It Will Appear On the Ballot**

**WHEREAS**, pursuant to Education Code Section 5322, whenever a school district election is ordered, the governing board of the district or the board or officer authorized to make such designations shall, concurrently with or after the order of election, but not less than 123 days prior to the date set for the election in the case of an election for governing board members, or at least 88 days prior to the date of the election in the case of an election on a measure, including a bond measure, by resolution delivered to the county superintendent of schools and the officer conducting the election specify the date of the election and the purpose of the election; and

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10402.5, any state, county, municipal, district, and school district election held on a statewide election date pursuant to Section 1002 shall be consolidated with the statewide election pursuant to this part except that, in counties of the first class, the board of supervisors may deny any request for consolidation if it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. The procedural requirements prescribed for that type of election shall be construed as if this section were specifically set forth in the provisions relating to that election; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and

**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, pursuant to Education Code Section 5342 and Elections Code Section 10400, such election for school districts may be either completely or partially consolidated; and

**WHEREAS**, various district, county, political subdivision, and statewide elections have been or may be called to be held on November 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Governing Board/Board of Trustees of the Mono County Office of Education District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the School District and requests the Board of Supervisors of the County of Mono order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said School Board hereby requests the Board of Supervisors to permit the Mono County Elections Department to provide any and all services necessary for conducting the election; and

**BE IT FURTHER RESOLVED AND ORDERED** that pursuant to Education Code Section 5322, the authority for the specifications of the election order, the governing body of the Mono County Office of Education District hereby orders an election to be held with the following specifications:

The election shall be held on Tuesday, November 5, 2024;

[Check any of the following that apply]

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department conduct the election for the following offices on the November 5, 2024 ballot:

<u># of Seats</u>	<u>Office Title</u>	<u>Term</u>	<u>District/Division (if app)</u>
1	Trustee	1	Trustee Area #1
1	Trustee	1	Trustee Area #3

*No election will be held if there are an insufficient number of nominees.*

The qualifications of a nominee of an elective officer of the school district are as follows: (insert qualifications, i.e. a registered voter in the district, trustee area, etc.)

Registered voter in the trustee area.

The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Guide at the time of filing his/her statement.

**CHECK ONE:** YES

NO  The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

A current map showing the boundaries of the district and the boundaries of the divisions of the district, if any, with a statement indicating in which divisions a director is to be elected and whether any officer is to be elected at large is attached.

**CHECK ONE:** YES

NO  No changes, map on file.

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 5, 2024 election:

none
------

**PASSED AND ADOPTED** this 27th day of June, 2024, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

  
\_\_\_\_\_  
Chairperson of School Board

Attested:   
\_\_\_\_\_  
Secretary

Resolution No. 23/24-10

**Resolution Ordering Election,  
Requesting County Elections to Conduct the Election,  
Requesting Consolidation of the Election, and  
Specifications of the Election Order**

**Round Valley Joint Elementary School District**

---

Name of School District - **Exactly As It Will Appear On the Ballot**

**WHEREAS**, pursuant to Education Code Section 5322, whenever a school district election is ordered, the governing board of the district or the board or officer authorized to make such designations shall, concurrently with or after the order of election, but not less than 123 days prior to the date set for the election in the case of an election for governing board members, or at least 88 days prior to the date of the election in the case of an election on a measure, including a bond measure, by resolution delivered to the county superintendent of schools and the officer conducting the election specify the date of the election and the purpose of the election; and

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10402.5, any state, county, municipal, district, and school district election held on a statewide election date pursuant to Section 1002 shall be consolidated with the statewide election pursuant to this part except that, in counties of the first class, the board of supervisors may deny any request for consolidation if it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. The procedural requirements prescribed for that type of election shall be construed as if this section were specifically set forth in the provisions relating to that election; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and



**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, pursuant to Education Code Section 5342 and Elections Code Section 10400, such election for school districts may be either completely or partially consolidated; and

**WHEREAS**, various district, county, political subdivision, and statewide elections have been or may be called to be held on November 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Governing Board/Board of Trustees of the Round Valley Joint Elementary School District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the School District and requests the Board of Supervisors of the County of Mono order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said School Board hereby requests the Board of Supervisors to permit the Mono County Elections Department to provide any and all services necessary for conducting the election; and

**BE IT FURTHER RESOLVED AND ORDERED** that pursuant to Education Code Section 5322, the authority for the specifications of the election order, the governing body of the Round Valley Joint Elementary School District hereby orders an election to be held with the following specifications:

The election shall be held on Tuesday, November 5, 2024;

[Check any of the following that apply]

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department conduct the election for the following offices on the November 5, 2024 ballot:

<b># of Seats</b>	<b>Office Title</b>	<b>Term</b>	<b>District/Division (if app)</b>
1	Governing Board	4 years	

*No election will be held if there are an insufficient number of nominees.*

The qualifications of a nominee of an elective officer of the school district are as follows: (insert qualifications, i.e. a registered voter in the district, trustee area, etc.)

Registered voter residing in the Round Valley Joint Elementary School District

The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Guide at the time of filing his/her statement.

CHECK ONE: YES

NO  The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

A current map showing the boundaries of the district and the boundaries of the divisions of the district, if any, with a statement indicating in which divisions a director is to be elected and whether any officer is to be elected at large is attached.

CHECK ONE: YES

NO  No changes, map on file.

BE IT FURTHER RESOLVED AND ORDERED that the Mono County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 5, 2024 election:

PASSED AND ADOPTED this 12th day of June, 2024, by the following vote:

AYES: 2

NOES: 0

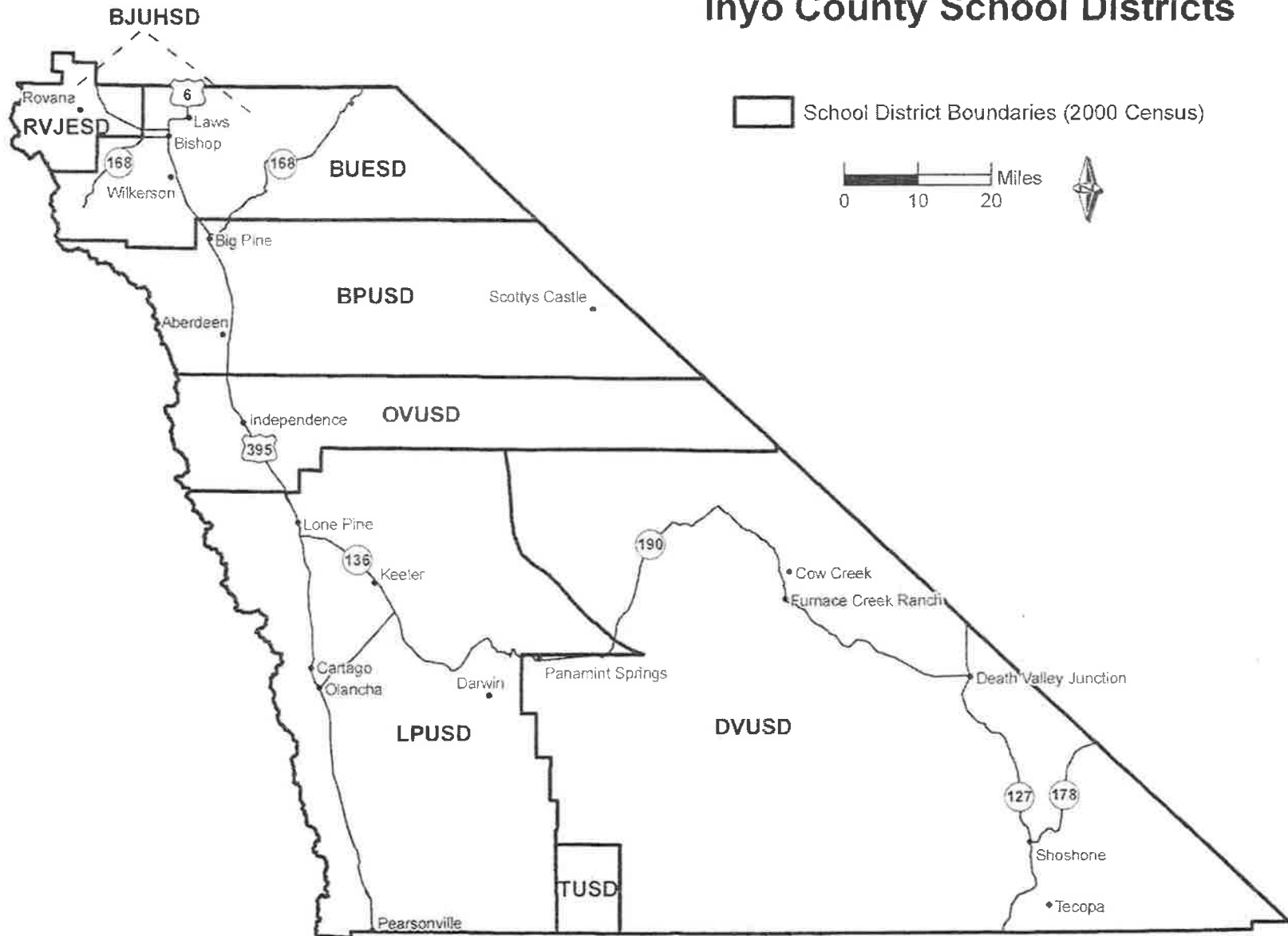
ABSTENTIONS: 0

ABSENT: 1

[Signature]  
\_\_\_\_\_  
President Chairperson of School Board

Attested: [Signature]  
\_\_\_\_\_  
Secretary Vice President

# Inyo County School Districts



Resolution No. 24-0620

**Resolution Ordering Election,  
Requesting County Elections to Conduct the Election,  
Requesting Consolidation of the Election, and  
Specifications of the Election Order**

**Antelope Valley Fire Protection District**

Name of Special District / City - **Exactly As It Will Appear On the Ballot**

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10402.5, any state, county, municipal, district, and school district election held on a statewide election date pursuant to Section 1002 shall be consolidated with the statewide election pursuant to this part except that, in counties of the first class, the board of supervisors may deny any request for consolidation if it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. The procedural requirements prescribed for that type of election shall be construed as if this section were specifically set forth in the provisions relating to that election; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and

**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

**WHEREAS**, various district, county, political subdivision, and statewide elections have been or may be called to be held on November 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Governing Board/Board of Trustees of the Antelope Valley Fire Protection District District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of said District/City and requests the Board of Supervisors of the County of Mono order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said Board hereby requests the Board of Supervisors to permit the Mono County Elections Department to provide any and all services necessary for conducting the election; and

[Check any of the following that apply]

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department conduct the election for the following offices on the November 5, 2024 ballot:

<u># of Seats</u>	<u>Office Title</u>	<u>Term</u>	<u>District/Division (if app)</u>
3	Board of Commissioners	4 yrs	Antelope Valley Fire Protection

*No election will be held if there are an insufficient number of nominees.*

The qualifications of a nominee of an elective officer of the Special District/City are as follows: (insert qualifications, i.e. a registered voter in the district, trustee area, etc.)

Registered voter in Antelope Valley Fire Protection District  
Lives in Antelope Valley Fire Protection District's district

The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Guide at the time of filing his/her statement.

CHECK ONE: YES

NO  The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

A current map showing the boundaries of the district and the boundaries of the divisions of the district, if any, with a statement indicating in which divisions a director is to be elected and whether any officer is to be elected at large is attached.

CHECK ONE: YES

NO  No changes, map on file.

BE IT FURTHER RESOLVED AND ORDERED that the Mono County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 5, 2024 election:

PASSED AND ADOPTED this 20th day of June, 2024, by the following vote:

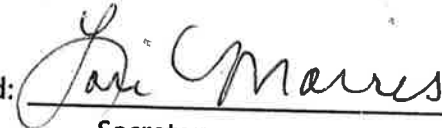
AYES: 5

NOES: 0

ABSTENTIONS: 0

ABSENT: 0

  
\_\_\_\_\_  
Chairperson of Board

Attested:   
\_\_\_\_\_  
Secretary

**Resolution 2024-04**  
**Hilton Creek Community Services District**  
**Resolution Ordering Election,**  
**Requesting County Elections to Conduct the Election,**  
**Requesting Consolidation of the Election, and**  
**Specifications of the Election Order**

---

**Hilton Creek Community Services District**

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10402.5, any state, county, municipal, district, and school district election held on a statewide election date pursuant to Section 1002 shall be consolidated with the statewide election pursuant to this part except that, in counties of the first class, the board of supervisors may deny any request for consolidation if it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. The procedural requirements prescribed for that type of election shall be construed as if this section were specifically set forth in the provisions relating to that election; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and



**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

**WHEREAS**, various district, county, political subdivision, and statewide elections have been or may be called to be held on November 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Governing Board/Board of Trustees of the Hilton Creek Community Services District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of said District/City and requests the Board of Supervisors of the County of Mono order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said Board hereby requests the Board of Supervisors to permit the Mono County Elections Department to provide any and all services necessary for conducting the election; and

[Check any of the following that apply]

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department conduct the election for the following offices on the November 5, 2024 ballot:

<u># of Seats</u>	<u>Office Title</u>	<u>Term</u>	<u>District/Division (if app)</u>
2	Board of Directors	11/30/2024	
1	Board of Directors - Vacancy	11/30/2026	

*No election will be held if there are an insufficient number of nominees.*

The qualifications of a nominee of an elective officer of the Special District/City are as follows: (insert qualifications, i.e. a registered voter in the district, trustee area, etc.)

A Registered Voter, a rate paying resident of the Hilton Creek Community Services District



The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Guide at the time of filing his/her statement.

CHECK ONE: YES

NO  The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

A current map showing the boundaries of the district and the boundaries of the divisions of the district, if any, with a statement indicating in which divisions a director is to be elected and whether any officer is to be elected at large is attached.

CHECK ONE: YES

NO  No changes, map on file.

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 5, 2024 election:

None.

**PASSED AND ADOPTED** this 9th day of July, 2024, by the following vote:

AYES: Czeschin, Preston, Shipley

NOES: Zero

ABSTENTIONS: Zero

ABSENT: Connolly, and a vacancy



Chairperson of Board

Attested:   
Secretary

Resolution No. 24-01

**Resolution Ordering Election,  
Requesting County Elections to Conduct the Election,  
Requesting Consolidation of the Election, and  
Specifications of the Election Order**

**June Lake Fire Protection District**

---

Name of Special District / City - **Exactly As It Will Appear On the Ballot**

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10402.5, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and

**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

**WHEREAS**, various district, county, political subdivision, and statewide elections have been or may be called to be held on November 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Governing Board/Board of Trustees of the June Lake Fire Protection District District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of said District/City and requests the Board of Supervisors of the County of Mono order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said Board hereby requests the Board of Supervisors to permit the Mono County Elections Department to provide any and all services necessary for conducting the election; and

[Check any of the following that apply]

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department conduct the election for the following offices on the November 5, 2024 ballot:

<u># of Seats</u>	<u>Office Title</u>	<u>Term</u>	<u>District/Division (if app)</u>
3	Commissioner	11/30/2024	n/a

*No election will be held if there are an insufficient number of nominees.*

The qualifications of a nominee of an elective officer of the Special District/City are as follows: (insert qualifications, i.e. a registered voter in the district, trustee area, etc.)

Registered voter in Mono County, residing full-time in June Lake

The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Guide at the time of filing his/her statement.

CHECK ONE: YES

NO  The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

A current map showing the boundaries of the district and the boundaries of the divisions of the district, if any, with a statement indicating in which divisions a director is to be elected and whether any officer is to be elected at large is attached.

CHECK ONE: YES

NO  No changes, map on file.

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 5, 2024 election:

n/a

**PASSED AND ADOPTED** this 9th day of July, 2024, by the following vote:

AYES:

NOES:


ABSTENTIONS:

ABSENT:

  
\_\_\_\_\_

President, Board of Commissioners

Attested:

  
\_\_\_\_\_  
Secretary

Resolution No. R24-08

**Resolution Ordering Election,  
Requesting County Elections to Conduct the Election,  
Requesting Consolidation of the Election, and  
Specifications of the Election Order**

**Long Valley Fire Protection District**

---

Name of Special District / City - **Exactly As It Will Appear On the Ballot**

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10402.5, any state, county, municipal, district, and school district election held on a statewide election date pursuant to Section 1002 shall be consolidated with the statewide election pursuant to this part except that, in counties of the first class, the board of supervisors may deny any request for consolidation if it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. The procedural requirements prescribed for that type of election shall be construed as if this section were specifically set forth in the provisions relating to that election; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and



**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

**WHEREAS**, various district, county, political subdivision, and statewide elections have been or may be called to be held on November 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Governing Board/Board of Trustees of the LONG VALLEY FIRE PROTECTION DISTRICT District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of said District/City and requests the Board of Supervisors of the County of Mono order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said Board hereby requests the Board of Supervisors to permit the Mono County Elections Department to provide any and all services necessary for conducting the election; and

[Check any of the following that apply]

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department conduct the election for the following offices on the November 5, 2024 ballot:

<u># of Seats</u>	<u>Office Title</u>	<u>Term</u>	<u>District/Division (if app)</u>
3	Board Commissioners	11/30/24	Long Valley FPD

*No election will be held if there are an insufficient number of nominees.*

The qualifications of a nominee of an elective officer of the Special District/City are as follows: (insert qualifications, i.e. a registered voter in the district, trustee area, etc.)

Nominees are registered voters and reside within the district.

The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Guide at the time of filing his/her statement.

CHECK ONE: YES

NO  The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

A current map showing the boundaries of the district and the boundaries of the divisions of the district, if any, with a statement indicating in which divisions a director is to be elected and whether any officer is to be elected at large is attached.

CHECK ONE: YES

NO  No changes, map on file.

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 5, 2024 election:

PASSED AND ADOPTED this 10th day of July, 2024, by the following vote:

AYES: Commissioners Day, Gordon, Beatty, Czeschin, and Melchior

NOES: None

ABSTENTIONS: None

ABSENT: None



Chairperson of Board

Attested:

  
Secretary

## RESOLUTION NO. 07-18-24-17

---

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
MAMMOTH COMMUNITY WATER DISTRICT  
CALLING THE NOVEMBER 5, 2024, DISTRICT ELECTION, ORDERING ELECTION,  
REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION,  
REQUESTING CONSOLIDATION OF THE ELECTION,  
AND SPECIFICATIONS OF THE ELECTION ORDER**

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district;

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested;

**WHEREAS**, pursuant to Elections Code Section 10402.5, any state, county, municipal, district, and school district election held on a statewide election date pursuant to Section 1002 shall be consolidated with the statewide election and the procedural requirements prescribed for that type of election shall be construed as if this section were specifically set forth in the provisions relating to that election;

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner prescribed in Section 10418, and upon such request, the Board of Supervisors may order the consolidation;

**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election;

**WHEREAS**, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated;

**WHEREAS**, various district, county, political subdivision, and statewide elections have been or may be called to be held on November 5, 2024; and



**WHEREAS**, a statewide general election will be held within the County of Mono on Tuesday, November 5, 2024, and it is the Mammoth Community Water District’s policy to hold its elections for Directors on the same date as the statewide general election on the first Tuesday after the first Monday in November in even numbered years in order to promote interest in the election and to reduce costs for ratepayers.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Board of Directors of the Mammoth Community Water District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of said District and requests the Board of Supervisors of the County of Mono order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said Board hereby requests the Board of Supervisors to permit the Mono County Elections Department to provide any and all services necessary for conducting the election; and

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department conduct the election for the following offices on the November 5, 2024 ballot:

<u># of Seats</u>	<u>Office Title</u>	<u>Term</u>	<u>District/Division (if app)</u>
3	Director	4 years	N/A – At large

*No election will be held if there are an insufficient number of nominees.*

The qualifications of a nominee of an elective officer of the Special District are as follows:

Must be a registered voter residing within the legal boundaries of the Mammoth Community Water District

The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications of no more than 200 words in the Voter's Information Guide at the time of filing his/her statement.

**CHECK ONE:** YES   
NO  The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

A current map showing the boundaries of the district and the boundaries of the divisions of the district, if any, with a statement indicating in which divisions a director is to be elected and whether any officer is to be elected at large is attached.

**CHECK ONE:** YES   
NO  No changes, map on file.

The District agrees to reimburse the Registrar of Voters for actual costs incurred to conduct the District election, such costs to be calculated by the method set forth in the County's current Election Cost Allocation Procedures, and billed to and paid by the District after the November 5, 2024 general election.

In accordance with subdivision (b) of Elections Code Section 10551, the District hereby certifies that it will use the following method of selecting a winning candidate for Director in case of a tie vote at the November 5, 2024 general District election:

Upon notification of a tie by the Registrar of Voters, the District Secretary will notify the candidates who have received the tie votes and order those candidates or their designated representatives to appear before the Board of Directors for a determination of the winner at the time and place designated by the Board. At the designated time and place, the Board will determine the tie by a drawing of lots conducted by the Board President, or their designee, and the winner of the drawing shall be declared the winner by the Board.

In accordance with Elections Code sections 1303(b), 10509 and 10522, the Board authorizes and directs the Secretary to execute and seal this resolution, and to deliver the signed and sealed resolution to the Mono County Registrar of Voters, who shall, as required by law, submit this Resolution to the Mono County Board of Supervisors on the District's behalf.

**PASSED AND ADOPTED** by the Board of Directors of the Mammoth Community Water District at a regular meeting held on July 18, 2024, by the following vote:

AYES: Directors Cage, Domaille, Hylton, Smith, and Thompson

NOES: None

ABSTAIN: None

ABSENT: None

MAMMOTH COMMUNITY WATER DISTRICT



---

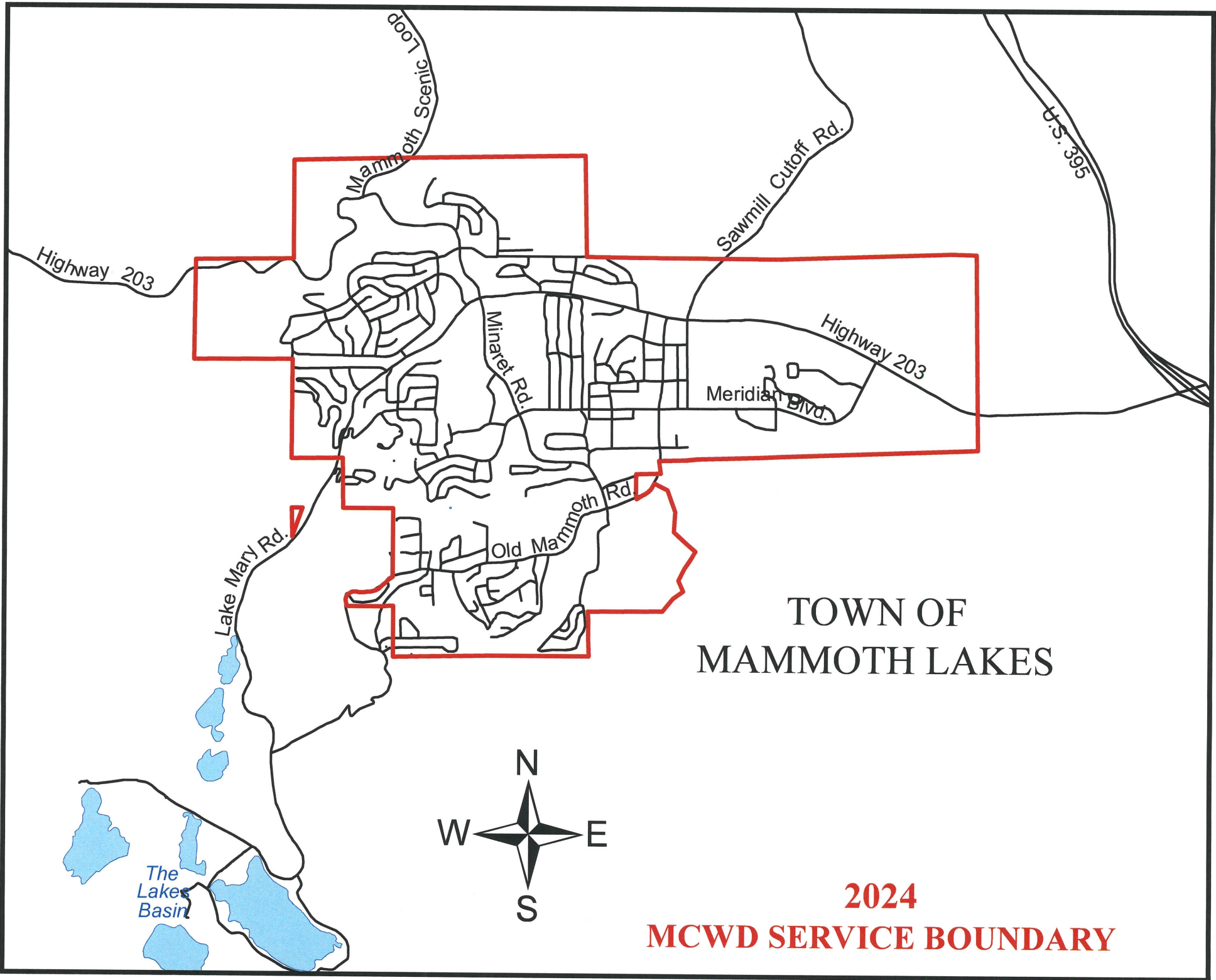
Thomas R. Smith  
President, Board of Directors

Attest:



---

Mark Busby  
Secretary, Board of Directors



TOWN OF  
MAMMOTH LAKES

**2024**

**MCWD SERVICE BOUNDARY**

Resolution No. 24-02

**Resolution Ordering Election,  
Requesting County Elections to Conduct the Election,  
Requesting Consolidation of the Election, and  
Specifications of the Election Order**

**Mono County Tri-Valley Groundwater Management District**

**Name of Special District / City - Exactly As It Will Appear On the Ballot**

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10402.5, any state, county, municipal, district, and school district election held on a statewide election date pursuant to Section 1002 shall be consolidated with the statewide election pursuant to this part except that, in counties of the first class, the board of supervisors may deny any request for consolidation if it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. The procedural requirements prescribed for that type of election shall be construed as if this section were specifically set forth in the provisions relating to that election; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and



**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

**WHEREAS**, various district, county, political subdivision, and statewide elections have been or may be called to be held on November 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Governing Board/Board of Trustees of the Mono County Tri-Valley Groundwater Management District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of said District/City and requests the Board of Supervisors of the County of Mono order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said Board hereby requests the Board of Supervisors to permit the Mono County Elections Department to provide any and all services necessary for conducting the election; and

[Check any of the following that apply]

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department conduct the election for the following offices on the November 5, 2024 ballot:

<u># of Seats</u>	<u>Office Title</u>	<u>Term</u>	<u>District/Division (if app)</u>
4	Director	4 years	Mono County Tri-Valley Groundwater Management

*No election will be held if there are an insufficient number of nominees.*

The qualifications of a nominee of an elective officer of the Special District/City are as follows: (insert qualifications, i.e. a registered voter in the district, trustee area, etc.)

Please see attached Exhibit A.

The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Guide at the time of filing his/her statement.

CHECK ONE: YES

NO  The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

A current map showing the boundaries of the district and the boundaries of the divisions of the district, if any, with a statement indicating in which divisions a director is to be elected and whether any officer is to be elected at large is attached.

CHECK ONE: YES

NO  No changes, map on file.

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 5, 2024 election:

Not applicable

PASSED AND ADOPTED this 18<sup>th</sup> day of June, 2024, by the following vote:

AYES: Allen, Moss, Bassett, Mitchell, Parkinson, Rhoades

NOES: none

ABSTENTIONS: \_\_\_\_\_

ABSENT: m. Doonan

Mary K. Allen  
Chairperson of Board

Attested: Geni Bassett  
Secretary

## EXHIBIT A

### MONO COUNTY TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT

123B Valley Rd.  
Chalfant, CA 93514

[www.tvgmd.org](http://www.tvgmd.org)

#### Board of Directors Vacancies

For the November 2024 election:

there will be 2 positions on the Mono County Tri-Valley Board of Directors with the following qualifications:

1. must be a resident and owner of record of real property located within the District
2. must be a registered voter in Mono County.

This is an at large seat position.

#### AND

there will be 2 positions on the Mono County Tri-Valley Board of Directors with the following qualifications:

1. must be a resident and owner of record of real property located within the District and on which property there are extraction facilities capable of pumping at least 100 gallons per minute, exclusive of domestic use.
2. must be a registered voter in Mono County.

This is an at large seat position.

Resolution No. 24-05

**Resolution Ordering Election,  
Requesting County Elections to Conduct the Election,  
Requesting Consolidation of the Election, and  
Specifications of the Election Order**

**Southern Mono Healthcare District**

Name of Special District / City - **Exactly As It Will Appear On the Ballot**

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election and the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10402.5, any state, county, municipal, district, and school district election held on a statewide election date pursuant to Section 1002 shall be consolidated with the statewide election pursuant to this part except that, in counties of the first class, the board of supervisors may deny any request for consolidation if it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. The procedural requirements prescribed for that type of election shall be construed as if this section were specifically set forth in the provisions relating to that election; and

**WHEREAS**, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, and acknowledging that the consolidated election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and



**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

**WHEREAS**, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

**WHEREAS**, various district, county, political subdivision, and statewide elections have been or may be called to be held on November 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT** the Governing Board/Board of Trustees of the Southern Mono Healthcare District District hereby orders an election to be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of said District/City and requests the Board of Supervisors of the County of Mono order such consolidation under Elections Code Section 10400; and

**BE IT FURTHER RESOLVED AND ORDERED** that said Board hereby requests the Board of Supervisors to permit the Mono County Elections Department to provide any and all services necessary for conducting the election; and

[Check any of the following that apply]

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department conduct the election for the following offices on the November 5, 2024 ballot:

<u># of Seats</u>	<u>Office Title</u>	<u>Term</u>	<u>District/Division (if app)</u>
3	Board members	4 Years	Southern Mono Healthcare D

*No election will be held if there are an insufficient number of nominees.*

The qualifications of a nominee of an elective officer of the Special District/City are as follows: (insert qualifications, i.e. a registered voter in the district, trustee area, etc.)

Registered voters, over 18 years of age, and reside within the boundaries of the Southern Mono Healthcare District.

The candidate is responsible for paying the cost of publishing the Candidate's Statement of Qualifications in the Voter's Information Guide at the time of filing his/her statement.

CHECK ONE: YES

NO  The District/City will pay the cost of publishing the Candidate's Statement of Qualifications.

A current map showing the boundaries of the district and the boundaries of the divisions of the district, if any, with a statement indicating in which divisions a director is to be elected and whether any officer is to be elected at large is attached.

CHECK ONE: YES

NO  No changes, map on file.

**BE IT FURTHER RESOLVED AND ORDERED** that the Mono County Elections Department shall conduct the election for the following MEASURE(S) to be voted on at the November 5, 2024 election:

**PASSED AND ADOPTED** this 18 day of July, 2024, by the following vote:

AYES: 5

NOES: 0

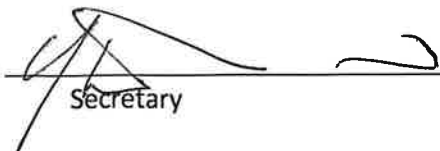
ABSTENTIONS: 0

ABSENT: 0



Chairperson of Board

Attested:



Secretary

**RESOLUTION #(23/24)-13**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
MAMMOTH UNIFIED SCHOOL DISTRICT ORDERING A  
SCHOOL BOND ELECTION, AND AUTHORIZING  
NECESSARY ACTIONS IN CONNECTION THEREWITH**

---

**WHEREAS**, the Board of Education (the “Board”) of the Mammoth Unified School District (the “District”), located in the County of Mono (the “County”), is authorized to order elections within the District and to designate the specifications thereof, pursuant to Sections 5304 and 5322 of the California Education Code; and

**WHEREAS**, the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes authorized pursuant to California Education Code Sections 15100 *et seq.*; and

**WHEREAS**, under paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the Constitution of the State of California (the “California Constitution”) and subdivision (b) of Section 18 of Article XVI of the California Constitution, and Section 15266 of the California Education Code, the Board is further authorized, pursuant to a two-thirds vote and subject to Section 15100 of the California Education Code, to seek approval of bonds and levy an *ad valorem* tax to repay those bonds upon a 55% vote of the voters of the District voting on the measure for the purposes hereinafter specified, provided certain accountability requirements are included in the measure, including (a) that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses, (b) that a list of the specific school facilities projects to be funded be included and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list, (c) that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed, and (d) that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects; and

**WHEREAS**, the Board deems it necessary and advisable to submit such a bond measure to the electors, which, if approved by at least 55% of the votes cast, would permit the District to issue its bonds; and

**WHEREAS**, the Board has evaluated the facilities needs of the District to determine which projects to finance from a local bond at this time; and

**WHEREAS**, in order to address the facilities needs of the District, the Board deems it necessary and advisable to fund the specific school facilities projects listed under the heading entitled “BOND PROJECT LIST” included in the full text of the bond measure set forth in

Exhibit A attached hereto (the “Bond Project List”), including workforce housing for teachers and staff; and

**WHEREAS**, the Board has determined that the projects listed on the Bond Project List, including workforce housing for teachers and staff, are authorized to be financed with bonds of the District under subsection (a) of Section 15100 of the California Education Code and are for purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses; and

**WHEREAS**, the Board has determined that recruiting and retaining teachers and staff has proven difficult because of the cost of housing within the local area of the District, that teachers are essential to operation of the District, and that workforce housing projects for teachers and staff are essential school facilities necessary for the continued operation of the District and its schools; and

**WHEREAS**, in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, and as provided in the full text of the bond measure, the Board has evaluated safety, class size reduction and information technology needs in developing the Bond Project List; and

**WHEREAS**, in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, and as provided in the full text of the bond measure, annual, independent performance and financial audits shall be required as part of the bond measure; and

**WHEREAS**, pursuant to Section 15278 of the California Education Code, if a bond measure is authorized in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, the Board must establish and appoint members to an independent citizens’ oversight committee to ensure that (a) bond revenues are expended only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and (b) that no funds are used for any teacher or administrative salaries or other school operating expenses; and

**WHEREAS**, in accordance with Section 15278 of the California Education Code, and as provided in the full text of the bond measure, an independent citizens’ oversight committee shall be required as part of the bond measure; and

**WHEREAS**, a bond election authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, must be conducted concurrent with a statewide primary election, general election or special election, or at a regularly scheduled local election at which all of the electors of the District are entitled to vote, as required by Section 15266 of the California Education Code; and

**WHEREAS**, on November 5, 2024, a statewide general election is scheduled to be conducted throughout the District; and

**WHEREAS**, subsection (c) of Section 15100 of the California Education Code provides that, before the Board may order an election pursuant to California Education Code Sections 15100 *et seq.*, it shall obtain reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor; and

**WHEREAS**, although the County Assessor does not make projections of assessed property valuations beyond the next succeeding tax year, the Board has been presented with projections of assessed property valuations of the property within the boundaries of the District in connection with developing the bond measure that take into consideration, among other things, the long-term historical average growth rates of assessed property valuations of the property within the boundaries of the District and the Board finds those projections to be reasonable and informed; and

**WHEREAS**, the Board has determined that, based upon such projections of assessed property valuation, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the maximum tax rate permitted by Section 15270 of the California Education Code; and

**WHEREAS**, Section 9400 *et seq.* of the California Elections Code requires that a tax information statement be contained in all official materials, including any voter information guide prepared, sponsored or distributed by the District, relating to the election; and

**WHEREAS**, the Board now desires to authorize the filing of a ballot argument in favor of the bond measure to be submitted to the voters at the election; and

**WHEREAS**, the District expects to pay certain expenditures (the “Reimbursement Expenditures”) in connection with the projects listed in the Bond Project List prior to financing the costs associated with such projects on a long-term basis; and

**WHEREAS**, the District reasonably expects that certain of the proceeds of the bonds proposed to be issued under the bond measure, if approved by voters, will be used to reimburse the Reimbursement Expenditures; and

**WHEREAS**, Section 1.150-2 of the Treasury Regulations requires the District to declare its reasonable official intent to reimburse prior expenditures for the projects listed in the Bond Project List with proceeds of a subsequent borrowing; and

**WHEREAS**, if any project to be funded by the bonds will require State of California matching grant funds for any phase, the sample ballot must contain a statement, in the form prescribed by law, advising the voters that such project is subject to the approval of State matching funds and, therefore, passage of the bond measure is not a guarantee that the project will be completed, and the Board finds that completion of no portion of the projects listed in the Bond Project List will require State matching grant funds for any phase thereof;

**NOW, THEREFORE**, be it resolved, determined and ordered by the Board of Education of the Mammoth Unified School District as follows:

**Section 1. Recitals.** All of the above recitals are true and correct.

**Section 2. Specifications of Election Order; Required Certification.** Pursuant to California Education Code Sections 5304, 5322, 15100 *et seq.*, and 15266, and paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, a special election shall be held within the boundaries of the District on November 5, 2024, for the purpose of submitting to the registered voters of the District the bond measure contained in Exhibit A attached hereto and incorporated herein. In accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, and as provided in the full text of the bond measure, the Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

**Section 3. Conduct of Election.** (a) *Request to County Officers.* Pursuant to Section 5303 of the California Education Code, the Registrar of Voters of the County (the “Registrar of Voters”) is required to, and is hereby requested to, take all steps to hold the election in accordance with law and these specifications.

(b) *Abbreviation of Measure.* Pursuant to Sections 13119 and 13247 of the California Elections Code and Sections 5322 and 15122 of the California Education Code, the Board hereby directs the Registrar of Voters to use the following statement of the bond measure on the ballot:

*“With funds that cannot be taken by the State and spent elsewhere, shall Mammoth Unified School District’s measure to construct classrooms; upgrade heating, air conditioning and ventilation systems; improve school facilities; and construct teacher/staff housing to attract and retain qualified employees be adopted, authorizing \$70 million in bonds, at legal rates, levying approximately \$37 per \$100,000 of assessed valuation (raising \$4.5 million annually) while bonds are outstanding, with citizen oversight, independent audits, and full disclosure of spending?”*

(c) *Voter Information Guide.* The Registrar of Voters is hereby requested to reprint the full text of the bond measure as set forth in Exhibit A in its entirety in the voter information guide to be distributed to voters.

(d) *State Matching Funds.* The District has determined that the projects to be funded from the proposed bonds will not require State matching funds for any phase thereof, and that Section 15122.5 of the California Education Code does not apply to the bond measure, and accordingly, the Registrar of Voters is directed not to include in the voter information guide the disclosure otherwise required by Section 15122.5 of the California Education Code.

(e) *Consolidation Requirement.* Pursuant to Section 15266(a) of the California Education Code, the election shall be consolidated with the statewide general election on November 5, 2024, and pursuant to California Education Code Section 5342 and Part 3 (commencing with Section 10400) of Division 10 of the California Elections Code, the Registrar

of Voters and the Board of Supervisors of the County are hereby requested to order consolidation of the election with such other elections as may be held on the same day in the same territory or in territory that is in part the same. The District hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the California Elections Code.

(f) *Canvass of Results.* The Board of Supervisors of the County is authorized and requested to canvass the returns of the election, pursuant to Section 10411 of the California Elections Code.

(g) *Required Vote.* Pursuant to Section 18 of Article XVI and Section 1 of Article XIII A of the California Constitution, the bond measure shall become effective upon the affirmative vote of at least 55% of the voters of the District voting on the measure.

(h) *Election Costs.* The District shall pay all costs of the election approved by the Board of Supervisors of the County pursuant to California Education Code Section 5421.

**Section 4. Delivery of Order of Election to County Officers.** The Clerk of the Board of the District is hereby directed to cause to be filed as soon as practicable, and in any event no later than August 9, 2024 (which date is not fewer than 88 days prior to the date set for the election), one copy of this Resolution to the Registrar of Voters, including the tax information statement attached hereto as Exhibit B, containing the information required by California Elections Code Section 9400 *et seq.*, completed and signed by the Superintendent of the District, with such technical corrections or additions as deemed necessary by the Superintendent of the District, and shall file a copy of this Resolution with the Clerk of the Board of Supervisors of the County. With respect to the tax information statement attached hereto as Exhibit B, the Board hereby adopts the procedures set forth in California Elections Code Section 9405.

**Section 5. Ballot Arguments.** The President of the Board, or any member or members of the Board as the President shall designate, are hereby authorized, but not directed, to prepare and file with the Registrar of Voters a ballot argument in favor of the bond measure and a rebuttal argument to the argument against the bond measure, if any, within the time established by the Registrar of Voters, which shall be considered the official ballot argument of the Board as sponsor of the bond measure.

**Section 6. Declaration of Official Intent to Reimburse.** The District hereby declares its official intent to use proceeds of the bonds proposed to be issued under the bond measure to reimburse itself for Reimbursement Expenditures. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the District to make any expenditure, incur any indebtedness, or proceed with the projects listed in the Bond Project List.

**Section 7. Further Authorization.** The members of the Board, the Superintendent of the District, and all other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this resolution in accordance with the terms hereof and of applicable provisions of law.

**Section 8. Effective Date.** This Resolution shall take effect upon its adoption by the Board pursuant to a two-thirds vote.

**PASSED AND ADOPTED** this day, June 20, 2024, by the following vote:

AYES: 4

NOES: 0

ABSTAIN: 0

ABSENT: 1

APPROVED:



\_\_\_\_\_  
President of the Board of Education of the  
Mammoth Unified School District

Attest:



\_\_\_\_\_  
Clerk of the Board of Education of the  
Mammoth Unified School District



## EXHIBIT A

### FULL TEXT OF BOND MEASURE

#### MAMMOTH UNIFIED SCHOOL DISTRICT SCHOOL SAFETY AND IMPROVEMENT MEASURE

This measure may be known and referred to as the “Mammoth Unified School District School Safety and Improvement Measure” or as “Measure \_\_\_”.  
*[designation to be assigned by County Registrar of Voters]*

### BOND AUTHORIZATION

By approval of this measure by at least 55% of the voters of the Mammoth Unified School District (the “District”) voting on the measure, the District shall be authorized to issue and sell bonds of up to \$70,000,000 in aggregate principal amount to provide financing for the specific school facilities projects listed under the heading entitled “BOND PROJECT LIST” below (the “Bond Project List”), and allow the District to qualify to receive potential State of California matching grant funds, subject to all of the accountability safeguards specified below.

### ACCOUNTABILITY SAFEGUARDS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers of the District may be assured that their money will be spent to address specific school facilities needs of the District, all in compliance with the requirements of Article XIII A, Section 1(b)(3) of the Constitution of the State of California (the “California Constitution”), and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Sections 15264 and following of the California Education Code).

**Evaluation of Needs.** The Board of Education of the District (the “Board”) has evaluated the facilities needs of the District to determine which projects to finance from a local bond at this time. To address the facilities needs of the District, the Board deems it necessary and advisable to fund the specific school facilities projects listed in the Bond Project List. The Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

**Limitations on Use of Bonds.** Proceeds from the sale of bonds authorized by this measure shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. More specifically, the Bond Project List provides for the specific projects the District proposes to finance with proceeds from the sale of bonds authorized by this measure and such proceeds shall be applied only to those specific purposes.

**Independent Citizens' Oversight Committee.** In accordance with and pursuant to California Education Code Section 15278 *et seq.*, the Board shall establish an independent citizens' oversight committee, within 60 days of the date that the Board enters the election results on its minutes pursuant to Section 15274 of the California Education Code, to ensure that (a) bond revenues are expended only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and (b) that no funds are used for any teacher or administrative salaries or other school operating expenses. In accordance with Section 15282 of the California Education Code, the citizens' oversight committee shall consist of at least seven members and shall include a member active in a business organization representing the business community located within the District, a member active in a senior citizens' organization, a member active in a bona fide taxpayers' organization, a member that is a parent or guardian of a child enrolled in the District, and a member that is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization. The committee may be comprised of the same members of the citizens' oversight committees for other District bond measures. No employee or official of the District and no vendor, contractor or consultant of the District shall be appointed to the citizens' oversight committee.

**Annual Performance Audits.** In compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000, the Board shall conduct an annual, independent performance audit to ensure that the proceeds from the sale of bonds authorized by this measure have been expended only on the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for performance audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the California Education Code.

**Annual Financial Audits.** In compliance with the requirements of Article XIII A, Section 1(b)(3)(D) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000, the Board shall conduct an annual, independent financial audit of the proceeds from the sale of bonds authorized by this measure until all of those proceeds have been spent for the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for financial audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the California Education Code.

**Special Bond Proceeds Account; Annual Report to Board.** In compliance with the requirements of California Government Code Section 53410 and following, upon approval of this measure and the sale of any bonds approved, the Board shall take actions necessary to establish an account in which proceeds of the sale of bonds authorized by this measure shall be deposited. In compliance with the requirements of California Government Code Section 53411, as long as

any proceeds of the bonds remain unexpended, the chief fiscal officer of the District shall cause a report to be filed with the Board at least once a year, stating (a) the amount of funds collected and expended in that year, and (b) the status of any project required or authorized to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the chief fiscal officer of the District shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the Board.

### **FURTHER SPECIFICATIONS**

**Single Purpose.** All of the purposes enumerated in this measure shall be united and voted upon as one single measure, pursuant to California Education Code Section 15100, and all the enumerated purposes shall constitute the specific single purpose of the bonds, and the proceeds from the sale of bonds authorized by this measure shall be spent only for such purpose, pursuant to California Government Code Section 53410.

**Other Terms of the Bonds.** When sold, the bonds shall bear interest at an annual rate not exceeding the statutory maximum, and that interest shall be made payable at the time or times permitted by law. The bonds may be issued and sold in several series, and no bond shall be made to mature more than the statutory maximum number of years from the date borne by that bond.

### **BOND PROJECT LIST**

The Bond Project List below lists the specific projects the District proposes to finance with proceeds of the bonds. The Bond Project List shall be considered a part of this bond measure and shall be reproduced in any official document required to contain the full statement of the bond measure. Listed projects will be completed as needed at a particular school or school facility site according to Board-established priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. In so far as permitted by law, each project is assumed to include its share of costs of the election and bond issuance, construction-related costs, such as project and construction management, architectural, engineering, permitting and entitlements, inspection and similar planning and testing costs, demolition and interim housing costs, legal, accounting and similar fees, costs related to the independent annual financial and performance audits, a contingency for unforeseen design and construction costs, and other costs incidental to or necessary for completion of the listed projects (whether the related work is performed by the District or third parties). The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. In addition, certain project funds expected from non-local bond sources have not yet been secured. Therefore, the Board cannot guarantee that the bond proceeds will provide sufficient funds to allow completion of all listed projects. Alternatively, if the District obtains unexpected funds from non-local bond sources with respect to listed projects, such projects may be enhanced, supplemented or expanded to the extent of such funds. Some projects may be subject to further government approvals, including by State officials and boards and/or local environmental or agency approval. Inclusion of a project on the Bond

Project List is not a guarantee that the project will be completed (regardless of whether bond funds are available).

The specific projects authorized to be financed with proceeds from the sale of bonds authorized by this measure are as follows:

<b>MAMMOTH ELEMENTARY SCHOOL PROJECTS</b>
<p><b>The following projects are authorized to be financed at Mammoth Elementary School:</b></p> <ul style="list-style-type: none"> <li>● Construct transitional kindergarten classrooms, restrooms and related facilities.</li> <li>● Construct a field house and related amenities, including a track, restrooms and storage rooms, to hold recess, physical education classes and sports practices indoors.</li> <li>● Acquire and install new flooring in the multi-purpose room.</li> <li>● Construct a new playground area and acquire and install playground equipment, surface and fixtures for such playground.</li> <li>● Renovate playfield and existing playground and replace existing playground equipment, surface and fixtures with new equipment, surface and fixtures.</li> <li>● Repair, renovate and/or replace asphalt, concrete and other hard surfaces.</li> <li>● Acquire and install heating, ventilation and air conditioning (HVAC) systems and equipment.</li> <li>● Replace, renovate, acquire and/or install casework and other interior finishes.</li> <li>● Improve, correct, restore and/or renovate grounds, buildings, and structures or portions thereof to eliminate or mitigate health and safety risks and/or comply with local, state and federal building, health, safety, access and other related requirements, including access requirements of the Americans with Disabilities Act (ADA).</li> </ul>
<b>MAMMOTH MIDDLE SCHOOL PROJECTS</b>
<p><b>The following projects are authorized to be financed at Mammoth Middle School:</b></p> <ul style="list-style-type: none"> <li>● Replace roofs and remove leaking skylights.</li> <li>● Update play areas, including relocating playground area and acquiring and installing new playground equipment, surface and fixtures.</li> <li>● Acquire and install heating, ventilation and air conditioning (HVAC) systems and equipment.</li> <li>● Repair, renovate and/or replace asphalt, concrete and other hard surfaces.</li> <li>● Improve, correct, restore and/or renovate grounds, buildings, and structures or portions thereof to eliminate or mitigate health and safety risks and/or comply with local, state and federal building, health, safety, access and other related requirements, including access requirements of the Americans with Disabilities Act (ADA).</li> </ul>
<b>MAMMOTH HIGH SCHOOL PROJECTS</b>
<p><b>The following projects are authorized to be financed at Mammoth High School:</b></p>

- Renovate site entrance to improve visitor access and campus security.
- Make campus safety improvements and ingress/egress, traffic flow, pick-up/drop-off and parking area improvements.
- Repair, renovate and/or replace asphalt, concrete and other hard surfaces.
- Acquire and install heating, ventilation and air conditioning (HVAC) systems and equipment.
- Make structural improvements to and/or retrofit existing gymnasium to meet current building codes.
- Install electric vehicle charging stations.
- Improve, correct, restore and/or renovate grounds, buildings, and structures or portions thereof to eliminate or mitigate health and safety risks and/or comply with local, state and federal building, health, safety, access and other related requirements, including access requirements of the Americans with Disabilities Act (ADA).

**SIERRA HIGH SCHOOL PROJECTS**

**The following projects are authorized to be financed at Sierra High School and District Office:**

- Acquire and install heating, ventilation and air conditioning (HVAC) systems and equipment.
- Improve, correct, restore and/or renovate grounds, buildings, and structures or portions thereof to eliminate or mitigate health and safety risks and/or comply with local, state and federal building, health, safety, access and other related requirements, including access requirements of the Americans with Disabilities Act (ADA).

**EDUCATOR HOUSING PROJECTS**

Acquisition and/or construction of rental housing units for teachers and staff, including:

- Acquisition of land and any rights-of-way and easements made necessary by construction and/or renovation of such facilities.
- Acquisition and renovation of existing housing units or buildings.
- Planning, designing, constructing and/or renovating such facilities.
- Associated onsite and offsite development and other improvements made necessary by construction of such facilities.
- Acquisition and installation of furnishings and equipment related to such facilities.

**MISCELLANEOUS**

**All listed bond projects include the following as needed:**

- Planning, designing and providing temporary housing necessary for listed bond projects.
- The inspection, sampling and analysis of grounds, buildings and building materials to determine the presence of hazardous materials or substances, including asbestos, lead, etc., and the encapsulation, removal, disposal and other remediation or control of such hazardous materials and substances.
- Seismic and historical evaluations, site surveys (including topographic, geological and utility surveys), and infrastructure analyses.
- Necessary onsite and offsite preparation or restoration in connection with new construction, renovation or remodeling, or installation or removal of relocatable buildings or other temporary buildings, including demolition of structures; removing, replacing, or installing irrigation, drainage, utility lines (gas, water, sewer, electrical, data and voice, etc.), trees and landscaping; and relocating fire access roads or ingress/egress pathways.
- Address other unforeseen conditions revealed by construction, renovation or modernization (including plumbing or gas line breaks, dry rot, seismic and structural deficiencies, etc.).
- Acquire or construct other improvements required to comply with building codes, including seismic safety requirements, the Field Act, and access requirements.
- Acquisition of any rights-of-way, easements, licenses and/or real property made necessary by listed bond projects, or lease of real property made necessary by the listed bond projects.
- Acquire or construct storage facilities and other space on an interim basis, as needed to accommodate construction materials, equipment, and personnel.
- Furnishing and equipping of classrooms and other school facilities; furnishing and equipping shall include initial purchases, and scheduled and necessary replacements, upgrades and updating of technology.
- All other costs and work necessary or incidental to the listed bond projects.

**PROJECTS INVOLVING RENOVATION,  
REHABILITATION OR REPAIR**

For any project involving renovation, rehabilitation or repair of a building or the major portion of a building, the District shall be authorized to proceed with new replacement construction instead (including any necessary demolition) if the Board of Education determines that replacement new construction is more practical than renovation, rehabilitation or repair, considering the building's age, condition, expected remaining life, comparative cost and other relevant factors.

**GENERAL PROVISIONS**

**Interpretation.** The terms of this bond measure and the words used in the Bond Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this measure within the authority provided by law, including Article XIII A, Section 1(b)(3) of the California Constitution, California Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Without limiting the generality of the foregoing, such words as repair, improve, upgrade, expand, modernize,

renovate, and reconfigure are used in the Bond Project List to describe school facilities projects in plain English and are not intended to expand the nature of such projects beyond, or have an effect on, and shall be interpreted to only permit, what is authorized under Article XIII A, Section 1(b)(3) of the California Constitution, California Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. In this regard, the Bond Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this measure for current maintenance, operations or repairs. The school facilities projects on the Bond Project List only authorize capital expenditures.

**Estimated Ballot Information.** The Board hereby declares, and the voters by approving this bond measure concur, that the information included in the statement of the bond measure to be voted on pursuant to Section 13119 of the California Elections Code is based upon the District's projections and estimates only and is not binding upon the District. The amount of money to be raised annually and the rate and duration of the tax to be levied for the bonds may vary from those presently estimated due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for project funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

**Headings.** The headings or titles of the sections of the bond measure, including any headings or titles included in the Bond Project List, are solely for convenience of reference and shall not affect the meaning, construction or effect of the bond measure.

**Severability.** The Board and the voters hereby declare that every portion, section, subdivision, paragraph, clause, sentence, phrase, word, application and individual project (individually referred to as "Part" and collectively as "Parts"), of this bond measure has independent value, and the Board and the voters would have adopted each Part hereof regardless of whether any other Part of this bond measure would be subsequently declared invalid. Upon approval of this bond measure by the voters, should any Part of this bond measure be found by a court of competent jurisdiction to be invalid for any reason, all remaining Parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the Parts of this bond measure are severable.

## EXHIBIT B

### TAX INFORMATION STATEMENT

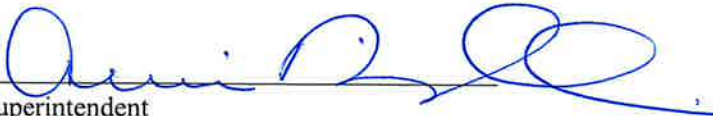
An election will be held in the Mammoth Unified School District (the "District") on November 5, 2024, to authorize the sale of up to \$70,000,000.00 in bonds of the District to finance school facilities as described in the measure. If the bond measure is approved by at least 55% of the voters of the District voting on the bond measure, the District expects to issue the bonds in multiple series over time. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400 through 9405 of the California Elections Code.

1. The best estimate of the average annual tax rate that would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on assessed valuations available at the time of filing of this statement, is \$36.89 per \$100,000 of assessed valuation. The final fiscal year in which the tax to be levied to fund this bond issue is anticipated to be collected is fiscal year 2054-55.
2. The best estimate of the highest tax rate that would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is \$41.33 per \$100,000 of assessed valuation in fiscal year 2026-27.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all of the bonds are issued and sold is approximately \$130,535,869.00.

Voters should note that estimated tax rates are based on the *ASSESSED VALUE* of taxable property on the County's official tax rolls, *not* on the property's market value, which could be more or less than the assessed value. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The average annual tax rate, the highest tax rate, the final fiscal year in which the tax is anticipated to be collected and the year or years in which they will apply, and the actual total debt service, may vary from those presently estimated for a variety of reasons, including, without limitation, due to variations in the timing of bond sales, the amount or amortization of bonds sold, market conditions at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount or amortization of bonds sold at any given time will be determined by the District based on need for project funds and other factors, including the legal limitations on bonds approved by a 55% affirmative vote. Market conditions, including, without limitation, interest rates, are affected by economic and other factors beyond the control of the District and will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process. The growth or decline in assessed valuation is the result of a number of economic and other factors outside the control of the District.

Dated: 7/1, 2024.

  
Superintendent  
Mammoth Unified School District



**CLERK'S CERTIFICATE**

I, Shana Stapp, Clerk of the Board of Education of the Mammoth Unified School District, County of Mono, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District held at the regular meeting place thereof on June 20, 2024, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES: 4

NOES: 0

ABSTAIN: 0

ABSENT: 1

An agenda of the meeting was posted at least 72 hours before the meeting at 461 Sierra Park Road Mammoth Lakes, California, a location freely accessible to members of the public, and on the District's website at [https://simbli.eboardsolutions.com/SB\\_Meetings/SB\\_MeetingListing.aspx?S=36030319](https://simbli.eboardsolutions.com/SB_Meetings/SB_MeetingListing.aspx?S=36030319), and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June 20, 2024



\_\_\_\_\_  
Clerk of the Board of Education  
Mammoth Unified School District

BEFORE THE BOARD OF TRUSTEES OF THE  
BISHOP UNIFIED SCHOOL DISTRICT

**RESOLUTION NO. 24-25-03**

---

RESOLUTION ORDERING AN ELECTION TO AUTHORIZE THE  
ISSUANCE OF SCHOOL BONDS OF THE BISHOP UNIFIED SCHOOL DISTRICT,  
ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND  
REQUESTING CONSOLIDATION WITH ANY OTHER ELECTIONS OCCURRING ON  
NOVEMBER 5, 2024

---

**WHEREAS**, in the judgment of the Board of Trustees (the “Board”) of the Bishop Unified School District (the “District”), located in Inyo County and Mono County (together, the “Counties”), California, it is advisable to call an election to submit to the electors of the District the question of whether the bonds of the District shall be issued and sold for the purpose of raising money for the improvement, upgrade, and renovation of the District’s existing schools and the acquisition and construction of additional classrooms and school facilities at existing schools; and

**WHEREAS**, while the District is dedicated to offering an excellent education for our students, many of our school facilities were built over fifty years ago and are in need of significant upgrades, repairs, and improvements to ensure the health and safety of pupils, staff and community and provide for adequate housing for the District’s students; and

**WHEREAS**, while the District’s maintenance team works hard to take care of our aging classrooms and school facilities by keeping up with minor repairs and maintenance, the significant upgrades and improvements needed at District schools are beyond what can simply be accomplished or funded as “maintenance;” and

**WHEREAS**, antiquated facilities systems throughout the schools are both ineffective and costly to operate and need to be updated; and

**WHEREAS**, District schools need technology infrastructure and tools to meet curricular requirements and prepare students for success upon graduation; and

**WHEREAS**, high-quality, clean, and safe learning environments, and fiscal prudence, are integral features of the District’s facilities planning and project prioritizing efforts; and

**WHEREAS**, notwithstanding the District’s prudent management of existing ordinary resources, substantial and necessary upgrades and improvements to facilities remain for which the District does not have a funding source; and

**WHEREAS**, in addition to basic repairs of old school facilities and infrastructure, including fixing deteriorating roofs, plumbing, and electrical systems, there is also a clear need

to modernize outdated existing middle school and high school classrooms, restrooms, and school facilities; provide state-of-the-art classrooms and modern technology; and enhance campus safety and security; and

**WHEREAS**, because the State has not been adequately funding school facilities improvements, passing a bond measure provides a guaranteed source of local funding to maintain and improve school facilities serving the District's students; and

**WHEREAS**, funding from this bond measure will benefit local schools, and no funds can be taken away by the State or other school districts, and by law, no money can be used for teacher or administrator salaries or pensions; and

**WHEREAS**, without a local school bond, the District will lose the opportunity to receive State matching funds which will then be awarded to other school districts; and

**WHEREAS**, as a result of the approval of Proposition 39 on November 7, 2000, Article XIII A, Section 1, paragraph (b) of the California Constitution ("Article XIII A") provides an exception to the limit on *ad valorem* property taxes on real property for bonded indebtedness incurred by a school district that has been approved by fifty-five percent (55%) of the voters of the District voting on the proposition; and

**WHEREAS**, pursuant to subdivision (c) of California Education Code section 15100, the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the Assessors of each of the Counties; and

**WHEREAS**, pursuant to California Education Code section 15264 *et seq.* (the "Act"), this Board is specifically authorized, upon approval by two-thirds (2/3) of the Board, to submit to the electorate of the District the question of whether bonds of the District shall be issued and sold for specified purposes, upon a fifty-five percent (55%) vote of the electorate in favor on the question, pursuant to paragraph (3) of said subdivision (b) of Section 1 of Article XIII A and subdivision (b) of Section 18 of Article XVI of the California Constitution; and

**WHEREAS**, pursuant to California Elections Code section 10403, *et seq.*, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2024, and to request the election officials of both Counties to perform certain election services for the District.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE BISHOP UNIFIED SCHOOL DISTRICT HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:**

1. **Call for Election.** The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the principal amount not to exceed \$46,300,000 for the purpose of raising money for the improvement, upgrade, and renovation of the District's existing middle and high schools and

the acquisition and construction of additional classrooms and school facilities at existing middle and high schools, and paying costs incident thereto, as set forth more fully in a ballot proposition approved pursuant to Section 3 below. This Resolution constitutes the order of the District to call such election.

2. **Election Date.** The date of the election shall be November 5, 2024, and the election shall be held solely within the boundaries of the District.

3. **Purpose of Election; Ballot Proposition.** The purpose of the election shall be for the voters of the District to vote on a proposition, a full copy of which is attached hereto as ***Exhibit A***, containing the question of whether the District shall issue the Bonds for the purposes stated therein, together with the accountability requirements of Article XIII A and the requirements of section 15272 of the Act. As required by California Elections Code sections 13119 and 13247, the abbreviated form of the measure to appear on the ballot is attached hereto as ***Exhibit B***. The District's Superintendent (or designee) is hereby authorized and directed to make any changes to the text of the proposition, or its abbreviated form, as required to comply with the intent of this Resolution, the requirements of elections officials, and requirements of law.

4. **Authority for Election.** The authority for ordering the election is contained in California Education Code section 15264, *et seq.* and Article XIII A, Section 1, paragraph (b), subsection (3) of the California Constitution. The authority for the specification of this election order is contained in California Education Code section 5322.

5. **School Facilities Projects.** A list of the specific school facilities projects and uses to be funded from the proceeds of the bonds is set forth in ***Exhibit A***. As required by Article XIII A, the Board hereby certifies that it has evaluated safety, class-size reduction, and information technology needs of the District in developing the list of school facilities projects and uses set forth in ***Exhibit A***.

6. **Covenants of the Board upon Approval of the Bonds by the Electorate.** As required by Article XIII A and section 15272 of the Act, if fifty-five percent (55%) of the voters of the District voting on the measure approve of the bonds, the Board shall:

- (a) Use the bond proceeds only for the purposes authorized under Article XIII A, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, and the acquisition or lease of real property for school facilities, as specifically set forth in ***Exhibit A***, and costs incident thereto, and not for any other purpose, including salaries and other routine school operating expenses;
- (b) Conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects and uses listed in ***Exhibit A***;

- (c) Conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for school facilities projects and uses listed in *Exhibit A*; and
- (d) Establish and appoint members to an independent citizens' oversight committee in accordance with sections 15278, 15280, and 15282 of the Act.

7. **Delivery of this Resolution.** The Clerk of this Board is hereby authorized and directed to send or hand deliver a copy of this Resolution to the County Superintendent of Schools in and for each of the Counties and the Registrar of Voters of each of the Counties by no later than July 19, 2024.

8. **Declaration of Official Intent.** The District hereby declares its official intent, subject to the further approval of this Board, to use up to the maximum amount permitted by law of the proceeds of the proposed bonds to reimburse itself for payments it has made for any eligible costs of the projects and uses listed in *Exhibit A*. It is intended that this Resolution shall, among other things, constitute a declaration of "official intent" within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under Section 150 of the Internal Revenue Code of 1986, as amended.

9. **Ballot Arguments; Tax Rate Statement.** Any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. The Superintendent, President of the Board, or their designees, are hereby authorized to prepare and submit any Tax Rate Statement or other document and to perform all acts necessary to place the bond measure on the ballot.

10. **Consolidation of Election; Election Services.** The Registrar of Voters of each of the Counties, and the Boards of Supervisors of each of the Counties, are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024, within the District. Pursuant to section 5303 of the Education Code and section 10002 of the Elections Code, the Boards of Supervisors for each of the Counties are requested to permit the Registrar of Voters and other appropriate officials of the Counties to render all services necessary in connection with the bond election including, but not limited to, publication of a Formal Notice of School Bond Election pursuant to Education Code section 5363 and related law (the proposed form of which is attached hereto as *Exhibit C*), the mailing of the sample ballot and tax rate statement (described in section 9401 of the Elections Code), the opportunity to submit ballot arguments in connection with the bond election, the canvassing and certification of the returns of the election, and other ballot requirements pursuant to Elections Code section 15123, for which services the District agrees to reimburse the Counties as required by law. The Board hereby requests that the Inyo County Registrar of Voters, to the extent practicable, coordinate with the Mono County Registrar of Voters for the conduct of the election, including with respect to assignment of a measure letter or other title, the preparation of any analysis or statements to be printed in the sample ballot or voter guide, and any other issue the Counties deem necessary or advisable.


11. **Severability.** If any section, subsection, phrase or clause of this Resolution, or its application to any person or circumstance, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution, or their application to any other person or circumstance. The Board declares that it would have adopted this Resolution and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, sentences, phrases or clauses, or their application to any person or circumstance, shall be declared invalid.

12. **Effective Date.** This Resolution shall take effect immediately upon its adoption.


\*\*\*\*\*

**PASSED AND ADOPTED** on July 8, 2024, by the following vote:

AYES:                        5      
NOES:                        0      
ABSTENTIONS:            0      
ABSENT:                    0    

By:   
Vice President, Board of Trustees of the  
Bishop Unified School District

ATTEST:

  
Clerk, Board of Trustees of the  
Bishop Unified School District

## ***EXHIBIT A***

### **FULL TEXT OF BOND MEASURE**

for

### **BISHOP UNIFIED SCHOOL DISTRICT**

---

#### **Bishop Union High School and Home Street Middle School Repair Bond**

With funds that cannot be taken by the State, shall Bishop Unified School District's measure to repair/ replace deteriorating plumbing, roofs, electrical, heating and air-conditioning systems and update career training facilities, classrooms, and Bishop Union High School's historic main building be adopted, authorizing \$46.3 million with legal rates, audits, average levies below \$52 per \$100,000 of assessed valuation (raising \$2.9 million annually) while outstanding, independent oversight, no funds for administrator salaries and full disclosure of spending?

#### **INTRODUCTION**

The Bishop Unified School District was established in 2010 when the former Bishop Joint Union High School District and Bishop Elementary School District were consolidated and merged to form one unified school district.

The District operates two high schools and one middle school. These schools, especially the Bishop Union High School and the Home Street Middle School, are aging and in need of repair, upgrade, and renovation, including fixing deteriorating roofs, plumbing, and electrical systems; modernization of outdated existing classrooms, restrooms, and school facilities; and enhancement of campus safety and security. Addressing these needed facilities issues requires that the District ask the voters to approve a General Obligation Bond.

Dedicated funding is required to meet these needs and provide safe, updated classrooms, labs, and facilities needed to support high-quality instruction in math, science, engineering, and technology to all students in our District.

The State of California requires a local match, funded primarily through local, general obligation bonds, for school districts wishing to pursue matching state funds for the upgrade or replacement of school buildings and facilities. The millions of dollars potentially available through the State match allows local taxpayers to benefit from the tax dollars they already pay to Sacramento.

It is imperative that our students are housed in educational environments consistent with the District's priority to provide school facilities that are safe, attractive, and appropriate for learning. The District needs to act locally to provide clean, safe, and modern facilities to ensure our students have the educational opportunities they deserve, and a school environment the community can take pride in.

As required by the California Constitution, the proceeds from the sale of the bonds will be used only for the purposes authorized under Article XIII A of the California Constitution, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, as specifically set forth in this Measure, and costs incident thereto, and not for any other purpose, including salaries and other routine school operating expenses.

The following list describes the specific projects the District proposes to finance with proceeds of the bonds. The scope of specific projects, the order of construction, and their completion is contingent on final project costs and the availability of needed funds. Further, projects on the project list are of the type that issuing the authorized general obligation bonds as stated will not cause the State to reduce any financial hardship contribution that would otherwise be available to the District had these bonds not been authorized, issued, and or expended for their stated purpose.

The Board of Trustees hereby certifies that it has evaluated the safety, class-size reduction, and information technology needs of the District in developing this list of school facilities projects.

### **SCHOOL FACILITIES PROJECTS TO BE FUNDED FROM BOND PROCEEDS**

**Scope of Projects.** Bond proceeds will be expended on the construction, modernization, reconstruction, rehabilitation, replacement, equipping, furnishing or otherwise improvement of school facilities of the Bishop Unified School District. Additionally, funds may be utilized for the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIII A, Section 1(b)(3). This Measure authorizes bond projects to be undertaken at all current and future District middle school and high school sites.

**School Facility Project List.** The items presented on the following list provide are the types of projects authorized to be financed with voter-approved bond proceeds. Examples included on this list are not intended to limit the broader types of projects described and authorized by this Measure. The types of projects authorized are:

- Replace, repair, modernize deteriorating roofs, leaking pipes, outdated plumbing, sewer and gas lines, waterlines, storm drains, valves and pumps, heating, cooling, ventilation systems and electrical systems
- Improve and modernize the historic main building at Bishop Union High School
- Expand, renovate and revitalize existing or construct new classrooms and school facilities for vocational and career training programs, including agricultural mechanics, woodworking and welding
- Renovate and modernize classrooms and school facilities including flooring, windows, window coverings, doors, walls, ceilings, lighting, interior and exterior finishes, and paint
- Update schools to improve student safety and security including installing additional fencing and gates, pedestrian access, walkways/path-of-travel, lighting, reconfiguring



- entrances and drop-off/pickup locations, improve parking and traffic flow, point of entry access, upgrading door locks and security systems
- Provide adequate furniture and add built-in storage casework and equipment for all classrooms
  - Modernize, upgrade, renovate existing classrooms and labs and construct new classrooms with flexible learning spaces
  - Renovate, repair, and construct restrooms
  - Repair or replace deteriorating asphalt, concrete, sidewalks, parking lots, driveways and walkways
  - Renovate, repair, replace, upgrade, resurface, construct and/or install playfields, field/sports lighting and speaker/PA system, outdoor courts, baseball/softball backstops, running tracks, locker rooms and all related improvements and equipment
  - Develop, construct, install and improve outdoor areas including outdoor learning and meeting areas, including creating greater accessibility and usability, hardscaping, landscaping including the removal of trees, irrigation improvements, and building/installing shade structures and seating
  - Renovate, expand and modernize classroom, workroom, office and conference room spaces for libraries, mental health, wellness, counseling, and nursing
  - Make health and safety improvements, such as installing necessary seismic reinforcements, repairing termite damage and repairing and/or replacing aging building materials including removal of hazardous materials identified either prior to or during construction
  - Improve energy efficiency and sustainability including installation of energy efficient lighting and systems, solar panels, battery storage, and electric vehicle charging stations
  - Acquire, install and/or upgrade campus safety and security/intrusion alarm systems, including intercom and emergency communications systems, lighting systems, bell systems, fire and life safety systems
  - Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades district-wide including site access, walkways, parking, staff and student restrooms, relocation of some existing electrical devices, drinking fountains, playground equipment and classrooms

Incidental Expenses. Each of the bond projects described in this project list include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; the

preparation or restoration of construction, renovation or remodeling; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

Furnishing and Equipping. Each project is assumed to include its share of furniture, fixtures, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

Alternations to Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond Measure authorizes said new construction including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, this Measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. For any project involving rehabilitation or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new construction instead, if the Board of Trustees determines that replacement and new construction is more economically practical than rehabilitation and renovation, considering the building's age, condition, expected remaining life, and other relevant factors.

Interim Financing Included; Joint Use Projects Authorized. Authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the project list, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities, and such projects may include participation in the State Facility Program's Joint-Use Program to gain matching funds for teacher education, multi-

purpose rooms, gymnasiums, libraries, childcare, and other qualifying joint-use facilities. With respect to such joint-use projects, the bond funds authorized by this Measure may be used to pay all of the local share needed to qualify the projects for special State matching funds under the State Facility Program's Joint-Use Program requirements.

Bond Project List Not in Order of Priority; Board Determines Prioritization. Approval of this bond Measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the Measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board of Trustees. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Interpretation. The terms of this bond Measure and the words used in the project list shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIII A, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the project list such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the project list does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The District Board hereby declares, and the voters by approving this bond Measure concur, that every section and part of this bond proposition has independent value, and the District Board and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this Measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond Measure are severable.

### ACCOUNTABILITY MEASURES

If the bonds are approved, the Board of Trustees will implement the following accountability measures in accordance with State law:

- (a) Use the bond proceeds only for the purposes authorized under Article XIII A of the California Constitution, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities and related uses, as specifically set forth in this Measure, and costs incident

thereto, and not for any other purpose, including salaries and other routine school operating expenses;

- (b) Conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects and uses listed in this Measure;
- (c) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for school facilities projects and uses listed in this Measure; and
- (d) Establish and appoint members to an independent citizens' oversight committee to ensure the bonds are used only for the projects and uses listed in this Measure.

The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code section 53410.

#### **STATE MATCHING FUNDS**

California Education Code section 15122.5 requires the following statement to be included in this sample ballot:

“Approval of this bond measure does not guarantee that the proposed projects in the Bishop Unified School District that are the subject of bonds under this measure will be funded beyond the local revenues generated by this bond measure. The District’s proposal for certain of the projects assumes the receipt of matching state funds, which are subject to appropriation by the Legislature or approval of a statewide bond measure.”

#### **ANNUAL TAX AMOUNT, RATE, AND DURATION**

The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds (“CABs,” which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

**EXHIBIT B**

BOND MEASURE  
for  
BISHOP UNIFIED SCHOOL DISTRICT

(Abbreviated Form)\*

<b>“Bishop Union High School and Home Street Middle School Repair Bond.</b> With funds that cannot be taken by the State, shall Bishop Unified School District’s measure to repair/ replace deteriorating plumbing, roofs, electrical, heating and air-conditioning systems and update career training facilities, classrooms, and Bishop Union High School’s historic main building be adopted, authorizing \$46.3 million with legal rates, audits, average levies below \$52 per \$100,000 of assessed valuation (raising \$2.9 million annually) while outstanding, independent oversight, no funds for administrator salaries and full disclosure of spending?”	BONDS – YES
	BONDS – NO

\* Limited to 75 words pursuant to California Elections Code section 13247.

**EXHIBIT C**

**FORMAL NOTICE OF SCHOOL BOND ELECTION**

NOTICE IS HEREBY GIVEN to the qualified electors of the Bishop Unified School District of Inyo County and Mono County, California, that in accordance with the provisions of the Education Code of the State of California, an election will be held on November 5, 2024, within the District, at which election the following measure shall be submitted to the qualified electors of the District and voted upon:

**“Bishop Union High School and Home Street Middle School Repair Bond.**

With funds that cannot be taken by the State, shall Bishop Unified School District’s measure to repair/ replace deteriorating plumbing, roofs, electrical, heating and air-conditioning systems and update career training facilities, classrooms, and Bishop Union High School’s historic main building be adopted, authorizing \$46.3 million with legal rates, audits, average levies below \$52 per \$100,000 of assessed valuation (raising \$2.9 million annually) while outstanding, independent oversight, no funds for administrator salaries and full disclosure of spending?

Bonds - Yes

Bonds- No”

The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds (“CABs,” which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

All of the purposes enumerated in the foregoing measure shall be united and voted upon as one single measure, with precincts, places of holding the elections and officers appointed to conduct the elections to be the same as those provided for the statewide presidential general election to be held on November 5, 2024, under the Notice of Election published \_\_\_\_\_.

This election has been called pursuant to a Resolution of the Board of Trustees of the Bishop Unified School District, adopted on July 8, 2024. The Elections Official of Inyo County hereby gives formal notice of the election in accordance with the provisions of Education Code Section 15120.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Registrar of Voters  
Inyo County, California

**RESOLUTION 24-47**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE TOWN A CERTAIN MEASURE RELATING TO A TWO PERCENT INCREASE IN THE TRANSIENT OCCUPANCY TAX RATE AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 AS CALLED BY RESOLUTION NO. 24-13**

**WHEREAS**, a General Municipal Election on Tuesday, November 5, 2024 has been called by Resolution No. 24-13, adopted on April 3, 2024; and

**WHEREAS**, the Town Council of the Town of Mammoth Lakes also desires to submit to the voters at the election a question relating to a two percent increase in the transient occupancy tax rate.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

*Section 1.* That the Town Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

Measure:	
To support general town services — without increasing taxes on Mammoth Lakes residents — such as providing affordable workforce housing through the Town’s Housing Now! Program, supporting public safety, enhancing disaster preparedness, repairing roads, improving recreation amenities and supporting snow removal, shall the Town of Mammoth Lakes' measure increasing the transient occupancy tax by 2% be adopted, generating approximately \$4,000,000 annually for 10-years, paid only by hotel and short- term rental guests, with annual audits and all funds staying local?	Yes
	No

*Section 2.* That the proposed measure submitted to the voters is attached as Exhibit A.

*Section 3.* That the vote requirement for the measure to pass is a majority (50% + 1) of the votes cast.

*Section 4.* That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

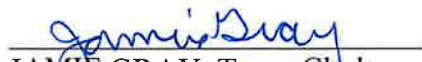
*Section 5.* That notice of the time and place of holding the election is given and the Town Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, for, and manner as required by law.

*Section 6.* That the Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 17th day of July 2024.

  
BILL SAUSER, Mayor

ATTEST:

  
JAMIE GRAY, Town Clerk



**EXHIBIT A**

**ORDINANCE NO. 24-06**

**AN ORDINANCE OF THE PEOPLE OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, AMENDING SECTION 3.12.040 OF THE MAMMOTH LAKES MUNICIPAL CODE INCREASING THE RATE OF THE TOWN'S TRANSIENT OCCUPANCY TAX FROM THIRTEEN PERCENT TO FIFTEEN PERCENT**

THE PEOPLE OF THE TOWN OF MAMMOTH LAKES DO ORDAIN AS FOLLOWS:

Section 1: Pursuant to California Revenue and Taxation Code Section 7280, subject to the approval of a majority of the voters of the Town of Mammoth Lakes at the Municipal Election of November 5, 2024, effective January 1, 2025, the Transient Occupancy Tax Rate for the Town of Mammoth Lakes shall be fifteen percent.

Section 2: Pursuant to California Revenue and Taxation Code Section 7280, subject to the approval of a majority of the voters of the Town of Mammoth Lakes at the Municipal Election of November 5, 2024, effective January 1, 2025, Section 3.12.040 of the Town of Mammoth Lakes Municipal Code shall be amended to read, in its entirety, as follows:

3.12.040 Tax Imposed. For the privilege of occupancy of any transient occupancy facility, each transient is subject to and shall pay a tax in the amount of fifteen percent of the rent charged by the operator. The tax constitutes a debt owed by the transient to the Town which is extinguished only by payment to the operator or to the tax collector. The transient shall pay the tax to the operator of the transient occupancy facility at the time the rent is paid. If the rent is paid in installments, the unpaid tax shall be paid to the operator at the rate of fifteen percent. If for any reason the tax due is not paid to the operator of the transient occupancy facility, the tax collector may require that such tax be paid by the transient to the tax collector.

Section 3: Effective on January 1, 2035, Section 3.12.040 of the Town of Mammoth Lakes Municipal Code shall be amended to read, in its entirety, as follows:

3.12.040 Tax Imposed. For the privilege of occupancy of any transient occupancy facility, each transient is subject to and shall pay a tax in the amount of thirteen percent of the rent charged by the operator. The tax constitutes a debt owed by the transient to the Town which is extinguished only by payment to the operator or to the tax collector. The transient shall pay the tax to the operator of the transient occupancy facility at the time the rent is paid. If the rent is paid in installments, the unpaid tax shall be paid to the operator at the rate of thirteen percent. If for any reason the tax due is not paid to the operator of the transient occupancy facility, the tax collector may require that such tax be paid by the transient to the tax collector.

Section 4: This ordinance shall constitute voter approval pursuant to Proposition 62, Proposition 218, and any and all other voter approval requirements. All tax revenue shall be deposited into the Town's General Fund and expended for general governmental purposes.

Section 5: Pursuant to California Constitution Article XIII C §2(b) and California Elections Code Section 9222, this Ordinance shall take effect only if approved by a majority of the eligible voters of the Town of Mammoth Lakes voting at the Municipal Election to be held on November 5, 2024, and shall become effective as of January 1, 2025.

Section 6: The Mayor is hereby authorized to attest to the adoption of this Ordinance by the people voting thereon on November 5, 2024, by signing where indicated below.

I hereby certify that the foregoing Ordinance was PASSED, APPROVED, AND ADOPTED by the People of the Town of Mammoth Lakes on the 5th day of November 2024.

\_\_\_\_\_  
BILL SAUSER, Mayor

ATTEST:

\_\_\_\_\_  
JAMIE GRAY, Town Clerk

STATE OF CALIFORNIA        )  
COUNTY OF MONO            )  
TOWN OF MAMMOTH LAKES)        ss.

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 24-47 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 17<sup>th</sup> day of July 2024, by the following vote:

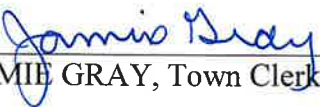
AYES:                        Councilmembers Rea, Rice, Wentworth, Mayor Pro Tem Bubser, and Mayor Sauser

NOES:                        None

ABSENT:                     None

ABSTAIN:                    None

DISQUALIFICATION:       None

  
\_\_\_\_\_  
JAMIE GRAY, Town Clerk



**RESOLUTION NO. 2024-01**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT ORDERING AN ELECTION, REQUESTING COUNTY ELECTION OFFICIAL TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION, FOR AN ELECTION TO BE HELD IN THE MAMMOTH LAKES FIRE PROTECTION DISTRICT ON NOVEMBER 5, 2024, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS THE QUESTION OF THE ADOPTION OF A PROPOSED ORDINANCE IMPOSING A SPECIAL FIRE TAX FOR EMERGENCY RESPONSE AND FIRE PROTECTION SERVICES, TO ADOPT INTENDED BALLOT LANGUAGE, TO APPROVE AN INCREASE IN THE DISTRICT'S APPROPRIATIONS LIMIT, AND TO REQUEST ELECTION SERVICES BY THE MONO COUNTY ELECTIONS OFFICIAL**

**WHEREAS**, the Board of Commissioners (the "Board") of the Mammoth Lakes Fire Protection District of Mono County (the "District") is authorized and charged to provide emergency response and fire protection services; and

**WHEREAS**, the Board of the Mammoth Lakes Fire Protection District has determined that it is in the best interest of the community that the District continues providing necessary fire protection, fire prevention, and emergency response services; but that the cost to provide adequate levels of service is beyond the reach of the District absent this proposed special tax, and that this tax is therefore necessary for public protection and public safety; and

**WHEREAS**, the Board has determined, in light of the increased demands on District emergency response and fire protection services, that it must request the support and approval by the voters to impose a new special tax on taxable real property within the District to provide increased, reliable and uniform revenues that can be used to fund the fire protection, fire prevention, and emergency response services provided by the District; and

**WHEREAS**, pursuant to the provisions of California Health & Safety Code section 13913 and Government Code section 53978, the Board is authorized to adopt this resolution which shall, subject to the approval of the voters, impose a special tax, which shall be applied against all taxable real property within the District; and

**WHEREAS**, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the County Elections Official to render specified services to the city or district relating to the conduct of an election; and

**WHEREAS**, the resolution of the governing body of the city or district shall specify the services requested; and

**WHEREAS**, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

**WHEREAS**, pursuant to Elections Code Section 10400 et seq., such election for cities and special districts may be either completely or partially consolidated; and

**WHEREAS**, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling for the election; and

**WHEREAS**, various district, county, state and other political subdivision elections may be or have been called to be held on November 5, 2024 and

**WHEREAS**, the proposed special tax requires approval by two-thirds of voters voting thereon, in order to be able to maintain fire protection, fire prevention, and emergency response services; and

**WHEREAS**, if approved by the voters, the special tax will be used solely for the purpose of providing fire protection, prevention, and emergency response services within the District, with all funds staying in the local community comprised of the District's boundaries; and

**WHEREAS**, if this special tax is approved by the voters, the District may exceed the appropriations limit as previously established for the District in accordance with the provisions of Article XIII B of the California Constitution; and

**WHEREAS**, Sections 9160 and 9313 of the Elections Code authorize the filing of an impartial analysis, and Section 9600 et seq. of said code authorizes the filing of written arguments for or against any ballot proposition and rebuttal arguments;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT AS FOLLOWS:**

**SECTION 1. Call and Consolidation of Election.** The Board hereby orders an election be called for the purpose of submitting to the qualified voters within the District the question of the adoption of a special tax for fire protection, fire prevention, and emergency response services. This election shall be consolidated, pursuant to Elections Code 10400 et seq., with the November 5, 2024 statewide election in Mono County and with any other applicable election conducted on the same day within the boundaries of the District.

**SECTION 2. Submission of the Special Tax to Voters and Voter Approval Requirement.** The special tax and corresponding increase in the District's appropriations limit established by this Resolution shall be submitted to the District's registered voters within Mammoth Lakes Fire Protection District for their approval or rejection. The voter approval requirement is two-thirds, so the special tax shall not become effective unless approved by two-thirds of the registered voters of the District voting thereon. The full text of the proposed ballot measure is attached as Exhibit A and incorporated herein. If approved by the voters, the special tax shall continue until its expiration following the 2034-2035 fiscal year or until repealed by the Board or by the voters.

**SECTION 3. Request for Services.** Pursuant to Elections Code Section 10002, the Board hereby requests the Board of Supervisors to permit the Mono County Elections Official to provide any and all services necessary for conducting an election and agrees to pay for said services in full. The Board directs that the election be held on November 5, 2024, pursuant to Elections Code section 10418, with the ballot prepared by the County Elections Official. The exact form of said question is included in Section 4 below and in Exhibit A.

**SECTION 4. Ballot Question.** The Mono County Elections Official shall conduct the election for the following measure to be voted on at the November 5, 2024 election:

To reduce the risk of wildfires, maintain and improve rapid response times for 9-1-1 emergency services, attract, retain, and train qualified firefighters, and fund defensible space programs to improve wildfire prevention, shall the Mammoth Lakes Fire Protection District ordinance levying \$98 per parcel for nine years be adopted, providing approximately \$925,000 annually in locally controlled funding, an optional yearly increase not to exceed CPI, with senior and low-income exemptions, independent oversight, annual audits and all money spent locally?

Yes \_\_\_\_\_ No \_\_\_\_\_

**SECTION 5. Request to Print Measure Text.** The Mono County Elections Official is requested to print the full measure text in Exhibit A exactly as filed or indicated on the filed document in the Voter Guide for the November 5, 2024 election. Cost of printing and distribution of the measure text will be paid for by the District.

**SECTION 6. Authorization for Appropriations Limit Increase.** To the extent that the revenue from the special tax enacted by this Resolution are in excess of the appropriations limit for the District, as calculated in accordance with the provisions of Article XIII B of the California Constitution and applicable statutory provisions, the approval of this special tax by the voters shall constitute approval to increase the District's spending limit in an amount equal to the revenue derived from the special tax, for the maximum period of time as allowed by law.

**SECTION 7. Effective Date of the Special Tax.** This special tax shall be deemed established and shall be in effect as of the day following the election date of November 5, 2024, upon certification of the election results evidencing approval by at least two-thirds of the participating registered voters, and approved by the Board. The special tax shall be levied against all taxable real property within the District beginning with the 2025-2026 fiscal year and shall continue until its expiration following the 2034-2035 fiscal year or until repealed by the Board or by the voters.

**SECTION 8. Use and Accountability of the Special Tax Proceeds.** The special tax shall be used solely for the purpose of providing fire protection, including both fire prevention and suppression; for paying the salaries and benefits to firefighting personnel, adequate staffing, wages, equipment, and training; for replacing, obtaining, furnishing, operating, and maintaining of fire suppression apparatus and equipment as needed; for the maintenance of facilities; to provide fire prevention programs; for such other necessary fire protection and prevention services, and for any incidental expenses related to the collection of the tax.

**SECTION 9. Special Tax Imposed.** The Board proposes to adopt an annual special tax on each taxable parcel within the District levying \$98 per parcel for nine years, providing approximately \$925,000 annually in locally controlled funding.

**SECTION 10. Adjustment of Tax Rate.** In order to help ensure that the revenues from the special tax grow in line with the inflation adjusted cost of providing local fire protection and emergency services, the maximum tax rate that may be charged may increase in future years, by an annual adjustment not to exceed CPI, with the amount of tax to be charged being set annually at an amount equal to or less than the maximum tax rate, upon approval by the Board.

**SECTION 11. Exemptions.** This ordinance authorizes an exemption for a property owner who owns and occupies a residential property within the District as their principal residence and qualifies as low income as defined by the United States Department of Housing and Urban Development ("HUD"). Pursuant to any procedures adopted by the District and upon application, an exemption from payment of the special tax may be granted on any parcel owned by a qualified property owner.

This ordinance also authorizes an exemption for senior citizens, age 65 or older by July 1 of the relevant fiscal year.

**SECTION 12. Levy, Collection, and Deposit of the Special Tax.** Unless otherwise ordered pursuant to a resolution adopted by the Board, the special taxes shall annually be collected on the County of Mono property tax bill in the same manner and subject to the same penalty as the county property taxes are collected. The Board shall annually take such steps as are necessary to have the special tax collected through the property tax bill and shall coordinate with the County Auditor and Tax Collector in this regard. The County shall be entitled to deduct its reasonable costs incurred in collecting the special tax before the balance of the tax is remitted to the District.

Upon receipt of the special taxes, and pursuant to Government Code section 50075.1, the District shall cause same to be deposited in a special tax account or such other account established by the District which allows the District to properly account for the special taxes in compliance with the provisions of Government Code Section 50075.3.

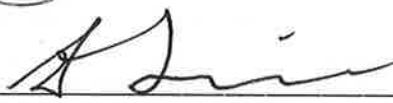
**SECTION 13. Annual Reporting.** In accordance with Government Code Section 50075.3, the District's Fire Chief, as the chief fiscal officer of the District, shall file a report with the Board at least once a year, no later than January 1 of each year. The annual report shall contain both of the following: (a) the amount of funds collected and expended; and (b) the status of any project required or authorized to be funded with the proceeds of the special tax in accordance with Section 8.

**SECTION 14. Validation Pursuant to Code of Civil Procedure Section 860 et seq.** Pursuant to the provisions of Government Code Section 53979 any judicial action or proceeding to validate, attack, review, set aside, void, or annul the approval of the subject special tax ordinance shall be commenced, if at all, within 30 days of the date of the adoption hereof.

The foregoing Resolution was PASSED and ADOPTED by the Board of Commissioners of the Mammoth Lakes Fire Protection District on July 23, 2024 by the following vote:

AYES: (5) Bulkley, Curry, Easterby, Mendel, Truax  
NOES: 0  
ABSTAINED: 0  
ABSENT: 0

  
\_\_\_\_\_  
John Mendel, Chair, MLFPD Board of Fire Commissioners

  
\_\_\_\_\_  
Attest, Ales Tomaier, Fire Chief



**EXHIBIT A**  
**AN ORDINANCE OF THE MAMMOTH LAKES FIRE PROTECTION DISTRICT**  
**ADOPTING A SPECIAL TAX**  
**FOR EMERGENCY RESPONSE AND FIRE PROTECTION SERVICES**  
**(FULL TEXT OF SPECIAL TAX MEASURE)**  
**ORDINANCE # 2024-01**

The people of the Mammoth Lakes Fire Protection District do ordain as follows:

Section 1: Authority

This ordinance is adopted pursuant to Government Code section 53978, Government Code section 50075 et seq., Health and Safety Code section 13913, Health and Safety Code section 13911, and Article XIII of the California Constitution.

Section 2. Findings.

The Mammoth Lakes Fire Protection District (hereinafter "District") hereby finds that it is in the best interest of the community that the District continues providing necessary fire protection, fire prevention, and emergency response services; but that the cost to provide adequate levels of service is beyond the reach of the District absent this proposed special tax, and that this tax is therefore necessary for public protection and public safety.

In light of the increased demands on District fire protection, fire prevention, and emergency response services, it must request the support and approval by the voters to impose a new special tax on taxable real property within the District to provide increased, reliable and uniform revenues that can be used to fund fire protection, fire prevention, and emergency response services provided by the District. If approved by two thirds of voters within the District, this ordinance will be adopted.

Section 3. Authorized Special Tax Purposes.

The special tax shall be used solely for the purpose of providing fire protection, including both fire prevention and suppression; for paying the salaries and benefits to firefighting personnel, adequate staffing, wages, equipment, and training; for replacing, obtaining, furnishing, operating, and maintaining of fire suppression apparatus and equipment as needed; for the maintenance of facilities; to provide fire prevention programs; for such other necessary fire protection and prevention services, and for any incidental expenses related to the collection of the tax.

Section 4. Special Tax Rate.

This ordinance levies an annual special tax on each taxable parcel within the District, levying \$98 per parcel for nine years, providing approximately \$925,000 annually in locally controlled funding.

This special tax is adopted pursuant to Government Code sections 53978, 50075-50077.5, 53720-53730, and 61121 (a), and all other applicable law. For the Fiscal Year beginning July 1, 2025, and annually thereafter, the Mammoth Lakes Fire Protection District Board of Commissioners (hereinafter "Board") may elect to impose a lesser special tax than the authorized maximum special tax rate applicable for the Fiscal Year. Even if the Board elects to impose a lesser special tax rate in any Fiscal Year, in any later Fiscal Year, the Board may elect to impose up to the full maximum special tax rate.

Section 5. Adjustment of Tax Rate.

In order to help ensure that the revenues from the special tax grow in line with the inflation adjusted cost of providing local fire protection and emergency services, the maximum tax rate that may be charged may



increase in future years, by an annual adjustment not to exceed CPI, with the amount of tax to be charged being set annually at an amount equal to or less than the maximum tax rate, upon approval by the Board.

Section 6. Exemptions. This ordinance authorizes an exemption for a property owner who owns and occupies a residential property within the District as their principal residence and qualifies as low income as defined by the United States Department of Housing and Urban Development ("HUD"). Pursuant to any procedures adopted by the District and upon application, an exemption from payment of the special tax may be granted on any parcel owned by a qualified property owner.

This ordinance also authorizes an exemption for senior citizens, age 65 or older by July 1 of the relevant fiscal year.

Section 7. Collection.

Unless otherwise ordered pursuant to a resolution adopted by the Board, the special taxes shall annually be collected on the County of Mono property tax bill in the same manner and subject to the same penalty as the county property taxes are collected. The Board shall annually take such steps as are necessary to have the special tax collected through the property tax bill and shall coordinate with the County Auditor and Tax Collector in this regard. The County shall be entitled to deduct its reasonable costs incurred in collecting the special tax before the balance of the tax is remitted to the District.

Upon receipt of the special taxes, and pursuant to Government Code section 50075.1, the District shall cause same to be deposited in a special tax account or such other account established by the District which allows the District to properly account for the special taxes in compliance with the provisions of Government Code Section 50075.3.

To the extent that the revenue from the special tax enacted by this ordinance is in excess of the appropriations limit for the District, as calculated in accordance with the provisions of Article XIII B of the California Constitution and applicable statutory provisions, the District may increase its spending limit in an amount equal to the revenue derived from the special tax, for the maximum period of time as allowed by law.

Any property owner owing money to the District under this ordinance shall be liable in an action brought in the name of the District for the collection of such amount, together with any penalties and interest.

Section 8. Separate Accounting and Expenditure.

The special tax revenues shall be deposited into a separate account or fund for exclusive use by the Mammoth Lakes Fire Protection District, in accordance with Government Code Section 50075.1, and shall be expended by the District according to a plan developed annually by the District's staff and approved and adopted by the District's Board of Commissioners, which shall be exclusively for the purposes provided for herein.

Section 9. Annual Reporting.

In accordance with Government Code Section 50075.3, the District's Fire Chief, as the chief fiscal officer of the District, shall file a report with the Board at least once a year, no later than January 1 of each year. The annual report shall contain both of the following: (a) the amount of funds collected and expended; and (b) the status of any project required or authorized to be funded with the proceeds of the special tax in accordance with Section 3.

Section 10. Effective Date and Term.

This special tax shall be deemed established and shall be in effect as of the day following the election date of November 5, 2024, upon certification of the election results evidencing approval by at least two-thirds of

the participating registered voters, and declared by the Board. The special tax shall be levied against all taxable real property within the District beginning with the 2025-2026 fiscal year and shall continue until its expiration following the 2034-2035 fiscal year or until repealed by the Board or by the voters.

Section 11. Interpretation and Amendment.

Interpretations may be made by the Board by resolution for the purpose of clarifying any vagueness or ambiguity as it relates to the special tax or this ordinance. The Board may amend this ordinance at any time; provided, however, that any ordinance amendment that increases the maximum special tax rate above the rate approved by the voters at the November 5, 2024 election (including the annual escalator) shall become effective only if approved by a two-thirds vote of the District voters voting on the issue.

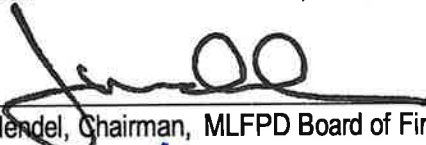
Section 12. Severability

If any provision of this special tax ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision of application, and to this end the provisions of this special tax ordinance are declared to be severable.

Section 13. Validation.

Pursuant to the provisions of Government Code Section 53979, any judicial action or proceeding to validate, attack, review, set aside, void or annul this ordinance or the approval of the special tax ordinance shall be commenced, if at all, within 30 days of the effective date of the ordinance.

I certify that this ordinance was adopted by a two-thirds vote of the people of the Mammoth Lakes Fire Protection District on November 5, 2024.

  
\_\_\_\_\_  
John Mendel, Chairman, MLFPD Board of Fire Commissioners

  
\_\_\_\_\_  
Attest, Ales Tomaier, Fire Chief





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: Community Development**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Contract for Multi-Jurisdictional Local  
Hazard Mitigation Plan (HMP) Update

**AGENDA DESCRIPTION:**

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

Consider revised contract award based on an evaluation of Requests for Proposals for the County/Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan update.

**RECOMMENDED ACTION:**

Approve and authorize the Chair to sign the revised contract with IEM International, Inc. (IEM) for the provision of hazard mitigation planning services for a not-to-exceed cost of \$179,982 for the period from date of full execution (August 6, 2024), through September 30, 2025.

**FISCAL IMPACT:**

No impact to the General Fund. Consultant costs are covered by federal funds from the Federal Emergency Management Agency (FEMA) and administered by the California Governor's Office of Emergency Services (CalOES). A 10% match of non-federal funds is required (\$19,998) and is anticipated to come from state grant funds associated with the Local Transportation Commission.

**CONTACT NAME:** Kelly Karl

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Revised Contract</a>
<input type="checkbox"/> <a href="#">RFP HMP Update</a>
<input type="checkbox"/> <a href="#">IEM Proposal</a>

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/1/2024 1:40 PM	County Counsel	Yes
8/1/2024 12:13 PM	Finance	Yes
8/1/2024 10:32 PM	County Administrative Office	Yes

# Mono County Community Development Department

---

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

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

August 6, 2024

**To:** Mono County Board of Supervisors

**From:** Kelly Karl, Planning Analyst

**Re:** Contract with IEM International, Inc.

## **BACKGROUND**

Mono County and Town of Mammoth Lakes' 2019 Multi-Jurisdictional Hazard Mitigation Plan (HMP) expired on June 6, 2024, and an update is underway and is expected to be completed by July 2025. Mono County staff began applying for FEMA grant funds from the Hazard Mitigation Grant Program to update the HMP in April 2022 and was awarded \$179,982 in June 2023. Though staff initiated the update ahead of the schedule established by the maintenance plan in the adopted HMP, that timeline did not consider such a lengthy application process for grant funding. Meeting the five-year update schedule using Hazard Mitigation Grant Program funds requires initiation of the update one year after plan adoption (or four years ahead of the expiration date). Moving forward, staff will adjust the HMP update schedule based on this unusual timeline.

## **DISCUSSION**

In compliance with Federal procurement standards (2 CFR Part 200), the County flew a Request for Proposals (RFP) from January 24, 2024, through March 11, 2024. Five proposals were received from IEM, Integrated Solutions Consulting, Interwest, Navigating Preparedness Associates, and Risk Management Professionals. An evaluation team consisting of the Town of Mammoth Lakes and Mono County staff scored the proposals based on the criteria in the RFP, and the top three scoring candidates were interviewed in April 2024. IEM was selected by the evaluation team on April 17 and at County staff's request, IEM submitted an expedited 12-month update timeline. The contract (Attachment 1) requires approval by the Board of Supervisors due to the total cost.

Please contact Kelly Karl (760-924-1809 or [kkarl@mono.ca.gov](mailto:kkarl@mono.ca.gov)) with any questions. This staff report has been reviewed by the Community Development Director.

## **ATTACHMENTS:**

1. Contract
2. RFP HMP Update
3. IEM Proposal

**AGREEMENT BETWEEN COUNTY OF MONO  
AND IEM INTERNATIONAL, INC.  
FOR THE PROVISION OF HAZARD MITIGATION PLANNING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of hazard mitigation planning of IEM International, Inc. (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 Community Development, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

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

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

**2. TERM**

The term of this Agreement shall be from date of full execution, to September 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 \$179,982, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors - (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit 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.

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

F. Federal and State Taxes.

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

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

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

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

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

#### **4. WORK SCHEDULE**

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

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

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

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

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

#### **7. COUNTY PROPERTY**

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

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



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

## 8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

## 9. STATUS OF CONTRACTOR

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

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

## **10. DEFENSE AND INDEMNIFICATION**

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

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

## **11. RECORDS AND AUDIT**

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

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

## **12. NONDISCRIMINATION**

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

## **13. TERMINATION**

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

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

#### **14. ASSIGNMENT**

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

#### **15. DEFAULT**

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

#### **16. WAIVER OF DEFAULT**

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

#### **17. CONFIDENTIALITY**

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

#### **18. CONFLICTS**

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

#### **19. POST-AGREEMENT COVENANT**

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

**20. SEVERABILITY**

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

**21. FUNDING LIMITATION**

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

**22. AMENDMENT**

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

**23. NOTICE**

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

County of Mono:  
Community Development Department  
Wendy Sugimura  
PO Box 347  
Mammoth Lakes, CA 93546  
wsugimura@mono.ca.gov

Contractor:  
IEM International, Inc.  
Keith Reynolds  
PO Box 110265  
Research Triangle Park, NC 27709  
Contracts@iem.com

**24. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures,

including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

**25. ENTIRE AGREEMENT**

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

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

**COUNTY OF MONO:**

**CONTRACTOR:**

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

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

Name: John Peters

Name: Keith Reynolds

Title: Chair, Mono County Board of Supervisors

Title: Manager, Contract Administration

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

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

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND IEM INTERNATIONAL INC.  
FOR THE PROVISION OF HAZARD MITIGATION PLANNING SERVICES**

**TERM:**

**FROM: May 31, 2024 TO: September 30, 2025**

**SCOPE OF WORK:**

See attached scope of work, titled "Proposed Approach."



**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND IEM INTERNATIONAL, INC. FOR  
THE PROVISION OF HAZARD MITIGATION PLANNING SERVICES**

**TERM:**

**FROM: May 31, 2024 TO: September 30, 2025**

**SCHEDULE OF FEES:**

See attached schedule of fees.

See Attachment B1, incorporated herein by this reference (optional).

## **EXHIBIT 6**

### **AGREEMENT BETWEEN THE COUNTY OF MONO AND IEM INTERNATIONAL, INC. FOR THE PERFORMANCE OF HAZARD MITIGATION PLANNING SERVICES**

#### **ADDITIONAL CONTRACT PROVISIONS APPLICABLE TO FEDERAL- ASSISTANCE CONTRACTS AND OTHER FEDERAL AWARDS**

This Exhibit 6, and the provisions and language provided herein, are incorporated into Agreement between County of Mono and IEM International, Inc. for the Provision of Hazard Mitigation Planning Services (the “Agreement”), made and entered into on or about \_\_\_\_\_, by and between the County of Mono, a political subdivision of the State of California (“County”) and IEM International, Inc., a Corporation of North Carolina (“Contractor”), as if fully set forth therein.

1. **PRECEDENCE.** In the event of a conflict between the Agreement, an attachment to the Agreement, or an exhibit attached to the Agreement, the order of precedence shall be the applicable exhibit, then the Agreement, and then the attachments to the Agreement.
2. **DEFINITIONS.** The following definitions shall apply when used in this Exhibit 6:
  - 2.1 “Government” means the United States of America and any executive department or agency thereof.
  - 2.2 “FEMA” means the Federal Emergency Management Agency, an agency of or within the U.S. Department of Homeland Security.
  - 2.3 “Third-Party Subcontract” means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with federal assistance originally derived from FEMA.
3. **NO OBLIGATION BY FEDERAL GOVERNMENT.**
  - 3.1 County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to the Agreement and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the Agreement.
  - 3.2 Contractor agrees to include the above clause in each Third-Party Subcontract financed in whole or in part with federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
4. **CHANGES TO FEDERAL LAW.**
  - 4.1 Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of the

Agreement, including but not limited to those requirements of 2 CFR §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200: “Contract Provisions for non-Federal Entity Contracts Under Federal Awards,” which is incorporated herein by reference. Contractor's failure to so comply shall constitute a material breach of the Agreement.

4.2 Contractor agrees to include the above clause in each Third-Party Subcontract financed in whole or in part with assistance provided by FEMA. The Parties further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. CHANGES TO THE AGREEMENT. Any change to the Agreement, including but not limited to a change that alters the method, price, or schedule of the services or work to be performed pursuant to the Agreement, shall be made in accordance with the requirements and formalities specified in Paragraph 23 of the Agreement. Notwithstanding the foregoing, if the Agreement is for the construction of a public work or the improvement of an existing facility, then any change or change order that alters the method, price, or schedule of the services or work to be performed pursuant to the Agreement, shall be made in accordance with the provisions of Exhibit 1: General Conditions attached to the Agreement. Notwithstanding anything in the Agreement (including any attachment or exhibit attached thereto) to the contrary, County reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed in excess of the Contract Limit provided in Paragraph 3.D of the Agreement.

6. ACCESS TO RECORDS.

6.1 Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor further agrees to permit any of the foregoing parties or entities to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6.2 Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

6.3 In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in the Agreement, or any attachment or exhibit attached thereto, is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

6.4 Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of either (i) the date of termination or expiration of this Agreement or (ii) the date County makes final payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case, Contractor agrees to maintain the same until County, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

6.5 The requirements set forth in this Section 6 are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Paragraph 12 of the Agreement. Notwithstanding Section 1 hereof, in the event of a conflict between Section 1 of this Exhibit 6 and this Section 6, the provisions of this section shall control the obligations and responsibilities of Contractor.

7. TERMINATION.

7.1. Agreements for the Construction or Improvement of Public Works. If the Agreement is for the construction of a public work or the improvement of an existing facility, then termination of the Agreement shall be in accordance with the provisions of Exhibit 1: General Conditions attached to the Agreement.

7.2. Agreements for All Other Services and Purchases. Except as provided in Section 3.1, the Agreement may be terminated by County, without or without cause, and at will, for any reason by giving to Contractor 30 calendar days written notice of such intent to terminate. Contractor may terminate the Agreement by giving to County not less than 30 calendar days written notice of such intent to terminate.

7.3 Suspension. County may temporarily suspend the Agreement, at no additional cost to County, provided that Contractor is given written notice (delivered by certified mail, return receipt requested, facsimile, or electronic mail) of the temporary suspension. If County gives such notice of temporary suspension, then Contractor shall immediately suspend its activities under the Agreement. A temporary suspension may be issued concurrent with the notice of termination provided for in this Section 7.

7.4 Work Product. Upon any termination of the Agreement, County shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with the Agreement.

7.5 Damages. Notwithstanding any provision of the Agreement or any attachment or exhibit thereto, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach or default of the Agreement by Contractor, and County may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due to County from Contractor are determined.

8. REMEDIES. If the Contract Limit specified in the Agreement is in excess of Two Hundred and Fifty Thousand and NO/100 Dollars (\$250,000.00), then the provisions of this Section 8 shall govern remedies available to the Parties in the event of a breach of the Agreement, any obligation contained therein, and/or any provision or language thereof:

8.1 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 under the Agreement, then County may declare Contractor in default and terminate this Agreement upon five (5) calendar 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 and may thereafter immediately pursue any additional remedy available to it at law or equity. Nothing contained in the Agreement or this exhibit shall be considered or interpreted as a limitation on any remedy available to County at law or equity.

8.2 Disputes.

8.2.1 Any dispute, other than one involving an audit, concerning a question of fact arising under the Agreement, including any and all attachments and exhibits thereto, that is not disposed of by agreement of the Parties shall be decided by a committee consisting of the Mono County Administrative Officer, the Mono County Public Works Director, and the Mono County Finance Director.

8.2.2 Not later than thirty (30) calendar days after completion of all work under the Agreement, Contractor may request review by the County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.

8.2.3 Notwithstanding anything in the Agreement or this exhibit to the contrary, neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of the Agreement.

9. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT. If the Agreement is for the construction of a public work or improvement of a public facility and meets the definition of a “federally assisted construction contract,” as defined in 41 C.F.R. § 61-1.3, then this Section 9 shall apply to the Agreement.

During the performance of the Agreement, Contractor agrees as follows:

9.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

9.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

9.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

9.4 Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

9.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

9.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the FEMA and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

9.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of the Agreement, including but not limited to those provided in this Exhibit 6, or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

9.8 Contractor will include the portion of the sentence immediately preceding Section 4.1 and the provisions of 4.1 through 4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor of Contractor. Contractor will take such action with respect to any subcontract or purchase order as FEMA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by FEMA, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-aid or -assisted construction work; provided, that if Contractor is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

Contractor agrees that it will assist and cooperate actively with FEMA and the U.S. Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the U.S. Secretary of Labor, that it will furnish FEMA and the U.S. Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist FEMA in the discharge of the agency's primary responsibility for securing compliance.

Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor or subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by FEMA or the U.S. Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Contractor agrees that if it fails or refuses to comply with these undertakings, FEMA may take any or all of the following actions: (i) cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); (ii) refrain from extending any further assistance to Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and (iii) refer the case to the Department of Justice for appropriate legal proceedings.

10. DAVIS BACON ACT REQUIREMENTS AND COMPLIANCE. If the Agreement is for the construction of a public work or improvement of a public facility with a contract limit in excess of \$2,000.00, then this Section 10 shall apply to the Agreement.

10.1 All transactions regarding the Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be

applicable. Contractor shall comply with 40 U.S.C. §§ 3141-3144, 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable.

10.2 Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. Contractor acknowledges and agrees that County has made Contractor aware of the current applicable prevailing wage determination(s) issued by the Department of Labor. That determination(s) is attached to and incorporated into the Agreement by this reference. Further, any decision by Contractor to award a contract or subcontract must be conditioned upon the acceptance of the wage determination(s). County shall report all suspected or reported violations to the federal awarding agency.

10.3 Additionally, Contractor will pay wages not less than once a week.

10.4 The requirements set for in this Section 10 are all in addition to, and should not be considered to be in lieu of, any requirement in the Agreement, or any attachment or exhibit thereto, that Contractor comply with the Section 1771 of the California Labor Code regarding the payment of prevailing wages. Current California Department of Industrial Relations requirements, including applicable prevailing wage rates, can be found and accessed at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

11. COPELAND “ANTI-KICKBACK” ACT REQUIREMENTS AND COMPLIANCE. If the Agreement is for the construction of a public work or improvement of a public facility with a contract limit in excess of \$2,000.00, then this Section 11 shall apply to the Agreement.

11.1 Contractor. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into the Agreement.

11.2 Subcontracts. Contractor and/or subcontractor shall insert in any subcontracts to the Agreement the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

11.3 Breach. A breach of the Agreement, including any obligation, provision, or language thereof (including any attachment or exhibit attached thereto) may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS AND COMPLIANCE. If the Agreement involves the employment of mechanics or laborers (but not the purchase of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence) with a contract limit in excess of \$100,000.00, then this Section 12 shall apply to the Agreement.

12.1 Wage Computation; Overtime. Pursuant to 40 U.S.C. § 3702, as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 5, Contractor shall compute the wages of every mechanic and laborer providing services and/or performing work pursuant to the Agreement on the basis of a standard work week of 40 hours. Neither Contractor nor any subcontractor contracting for any part of the services or work to be provided or performed under the Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or

mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

12.2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of Section 7.1 of this exhibit, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of Section 7.1 of this exhibit, in the sum of \$26.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by Section 7.1.

12.3 Withholding for Unpaid Wages and Liquidated Damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or any subcontractor under the Agreement, or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 7.2 of this exhibit.

12.4 Subcontracts. Contractor or any subcontractor shall insert in any subcontracts to the Agreement the clauses set forth in Sections 7.1 through 7.4 of this exhibit, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Sections 7.1 through 7.4 of this exhibit.

12.5 Health and Safety Standards. Pursuant to 40 U.S.C. § 3704, as may have been supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 5, neither Contractor nor any subcontractor thereof performing or providing services and/or work pursuant to the Agreement shall require any laborer or mechanic employed in the performance of the Agreement to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the U.S. Secretary of Labor prescribes by regulation.

13. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS. County intends to seek reimbursement of its costs incurred in connection with the Agreement from FEMA. Accordingly, Contractor shall make every effort to procure services and work, as well as supplies, materials, and goods, from Minority Business Enterprises and Women Business Enterprises (collectively, "Disadvantaged Business Enterprises" or "DBEs") through the "Good Faith Effort" process as required in 2 C.F.R. § 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

13.1 Prime Contractor Responsibilities. All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

13.2 "Good Faith Efforts" Process. Any public or private entity receiving federal funds must demonstrate that efforts were made to attract DBEs. The process to attract DBEs is referred to as the "Good Faith Effort." This effort requires the recipient, prime contractor, and any subcontractors to take the steps



listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a contractor or subcontractor fails to take the steps outlined below, then that failure shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract:

- Place qualified DBEs on solicitation lists;
- Assure that DBEs are solicited whenever they are potential sources;
- Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs;
- Establish delivery schedules, where the requirement permits, which encourage participation by DBEs;
- Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- If subcontracts are to be let, then Contractor shall take the affirmative steps listed in 2 C.F.R. § 200.321.

14. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT REQUIREMENTS AND COMPLIANCE. If the Contract Limit provided in Paragraph 3.D of the Agreement, or the contract limit of any subcontract executed pursuant to the Agreement, is in excess of \$100,000.00 or more, then this Section 14 shall apply to the Agreement and/or subcontract.

14.1 Clean Air Act Requirements and Compliance.

14.1.1 Contractor agrees to comply with all applicable standards, orders, and/or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

14.1.2 Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

14.1.3 Contractor agrees to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with federal assistance provided by FEMA.

14.2 Federal Water Pollution Control Act Requirements and Compliance.

14.2.1 Contractor agrees to comply with all applicable standards, orders, and/or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

14.2.2 Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

14.2.3 Contractor to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with federal assistance provided by FEMA.

15. ENERGY CONSERVATION REQUIREMENTS.

15.1 Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

15.2 Contractor agrees to include Section 13.1 in each Third-Party Subcontract financed in whole or in part with federal assistance provided by FEMA. Contractor further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. DEBARMENT AND SUSPENSION.

16.1 The Agreement, including all attachments and exhibits attached thereto, is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Contractor is required to verify that none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

16.2 Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension," or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any Third-Party Subcontracts for any of the work under the Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities.

16.3 Contractor agrees to include Sections 14.1 and 14.2 above in each Third-Party Subcontract financed in whole or in part with federal assistance provided by FEMA. Contractor further agrees that the language of Section 14.1 and 14.2 shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16.4 Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1 to this exhibit, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," attached hereto and incorporated herein. For purposes of the Agreement and Attachment 1, Contractor is the "prospective lower tier participant."

16.5 This warranty and certification of Contractor is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

16.6 In addition, if applicable, the bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. BYRD ANTI-LOBBYING AMENDMENT REQUIREMENTS AND COMPLIANCE. If the Contract Limit provided in Paragraph 3.D of the Agreement is \$100,000.00 or more, then Contractor this Section 17 shall apply to the Agreement.

17.1 Contractor shall not use or pay any funds received under the Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal contract, the making of any federal grant, the making of any federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

17.2 Notwithstanding the foregoing Section 15.1, Contractor agrees to the provisions of and to certify Attachment 2, “Certification Regarding Lobbying.”

17.3 Contractor agrees to include Sections 15.1 and 15.2 (including the attachment specified therein) in each Third-Party Subcontract financed in whole or in part with federal assistance provided by FEMA. Contractor further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 18. PROCUREMENT OF RECOVERED MATERIALS.

18.1 In the performance of the Agreement, Contractor shall make maximum use of products containing recovered materials that are items designated by the U.S. Environmental Protection Agency (“EPA”) unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

18.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site:  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

18.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 19. NOTICE OF REPORTING REQUIREMENTS.

19.1 Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice’s Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

19.2 Contractor agrees to include Section 19.1 in each third-party subcontract financed in whole or in part with federal assistance provided by FEMA. Contractor further agrees that Section 19.1 shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 20. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS.

20.1 Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes (i) the copyright in any work developed with the assistance of funds provided under this Agreement and (ii) any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under the Agreement.

20.2 Contractor agrees to include Section 20.1 in each Third-Party Subcontract financed in whole or in part with federal assistance provided by FEMA. Contractor further agrees that Section 20.1 shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 21. PATENT RIGHTS.

21.1 General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is

patentable under the laws of the United States of America or any foreign country, then County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

21.2 Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Government as described in U.S. Department of Commerce regulations at 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

21.3 Contractor agrees to include Sections 21.1 and 21.2 in each Third-Party Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance provided by FEMA.

22. U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS. Contractor shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logo(s), crest(s), or reproduction(s) of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

23. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. Notwithstanding in the Agreement, including any attachment or exhibit attached thereto, to the contrary, by entering into the Agreement, Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the Agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Agreement.

25. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS. This Exhibit 6 includes, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of County that would cause County to be in violation of the FEMA standard terms and conditions.

COUNTY OF MONO

CONTRACTOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED:

DATED:



## ATTACHMENT 1 TO EXHIBIT 6

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(NOTE: The term “lower tier” refers to the agency or contractor receiving federal funds, as well as any subcontractors that the agency or contractor enters into contracts with using those federal funds.)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 C.F.R. Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Government from participating in transactions involving federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Government or federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 C.F.R. Part 17.

#### **Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement/certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions***

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Contractor Signature

---

Date

**ATTACHMENT 2 TO EXHIBIT 6**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



# PROPOSED APPROACH

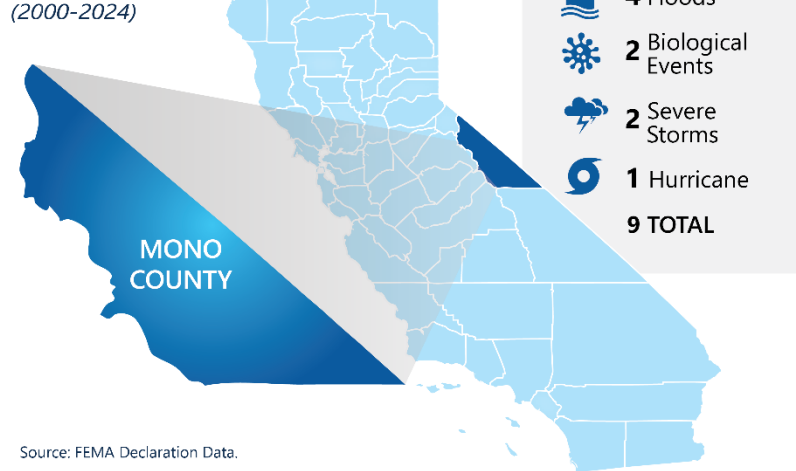
3

### 3.0 PROPOSED APPROACH

IEM stands ready to collaborate with the County to develop an MJHMP that reflects the risks, needs, and values of Mono County, the Town of Mammoth Lakes, and their planning partners. As “California’s Eastern Sierra,” Mono County’s serene natural landscape, historic attractions like Mono Lake, the Sierra Nevada Mountain range, and over two million acres of forests, streams, and rivers make it an attractive place to live and work. It also brings with it unique considerations like the possibility of severe winter weather, an influx of temporary visitors, particularly during the peak winter season, small communities with few alternative access routes, and challenges fighting wildfire like steep slopes, narrow roads, and a lack of a reliable water source.

We commend the County and Town’s work to address these and other kinds of risk, including introducing the new READY Mono preparedness and response portal. The 2026 MJHMP planning process represents the opportunity to reevaluate the participating jurisdictions’ risks, vulnerabilities, mitigation capabilities, and overarching approach to reducing the loss of life, property, and livelihoods from hazards. Through active jurisdiction, stakeholder, and public participation, we will help Mono County, the Town of Mammoth Lakes, and the special districts (i.e., the plan participants) assess, prioritize, and identify mitigation actions to reduce the risks of the hazards the jurisdictions select and continue to ensure Mono County is a safe place to live, work, and recreate.

#### FEMA Disaster Declarations for Mono County, CA (2000-2024)



Source: FEMA Declaration Data.

**Local Mitigation Planning Policy Guide**  
 FP 206-21-0002  
 Released April 19, 2022, Effective April 19, 2023  
 OMB Collection #1660-0062  
 FEMA

IEM understands that the County seeks an experienced firm with a background in developing hazard mitigation plans in accordance with Hazard Mitigation Grant Program (HMGP) requirements to assist with updating the existing MJHMP following the requirements of the Disaster Mitigation Act of 2000 (DMA 2000) and its implementing regulations in 44 CFR Part 201, under 44 CFR Part 201.6 (Local Mitigation Plans). Furthermore, the updated MJHMP will follow the most recently published FEMA and Cal OES guidelines. This plan, once adopted, will allow Mono County and its partners to remain eligible for HMGP, HMGP-PF, BRIC, FMA, and other grant funding. Our staff understands the value of having a current adopted hazard mitigation plan and appreciates that both jurisdictions see the MJHMP as a crucial resource for mitigation activities. Our staff has been at the forefront of developing plans in California that meet the new Federal Emergency Management Agency (FEMA) guidance outlined in the Local Mitigation Planning Policy Guide, which went into effect on April 19, 2023.

**IEM completed the Santa Clara County Multi-jurisdictional Hazard Mitigation Plan, one of the first in California to be approved under the new planning guidance.**



One way in which we ensure timely delivery and review is through our compliance with state and federal policy throughout the planning process. Casey Garnett, our Lead Planner for this project, also provides clients with her knowledge of plan development as a former FEMA plan reviewer well-versed in the current guidance from the federal perspective. This ensures our clients are aware of the significant changes that have been made to the prior mitigation planning process, including an increased emphasis on stakeholder participation, such as engaging underserved communities and socially vulnerable populations, evaluating the impacts and potential mitigation measures for community lifelines, incorporating climate change, and expanding mitigation actions. New methods are necessary for mitigation plans to meet these elements. IEM’s flexible approach, emphasis on meeting our client’s needs, and ability to adapt our services based on best practices and lessons learned have served us well during the transition to this new guidance. Throughout the Mono County MJHMP update process, we will work closely with Cal OES and FEMA to ensure our approach continues to meet or exceed industry requirements. The technical and administrative services we are offering are represented by the six tasks shown below in Figure 3.

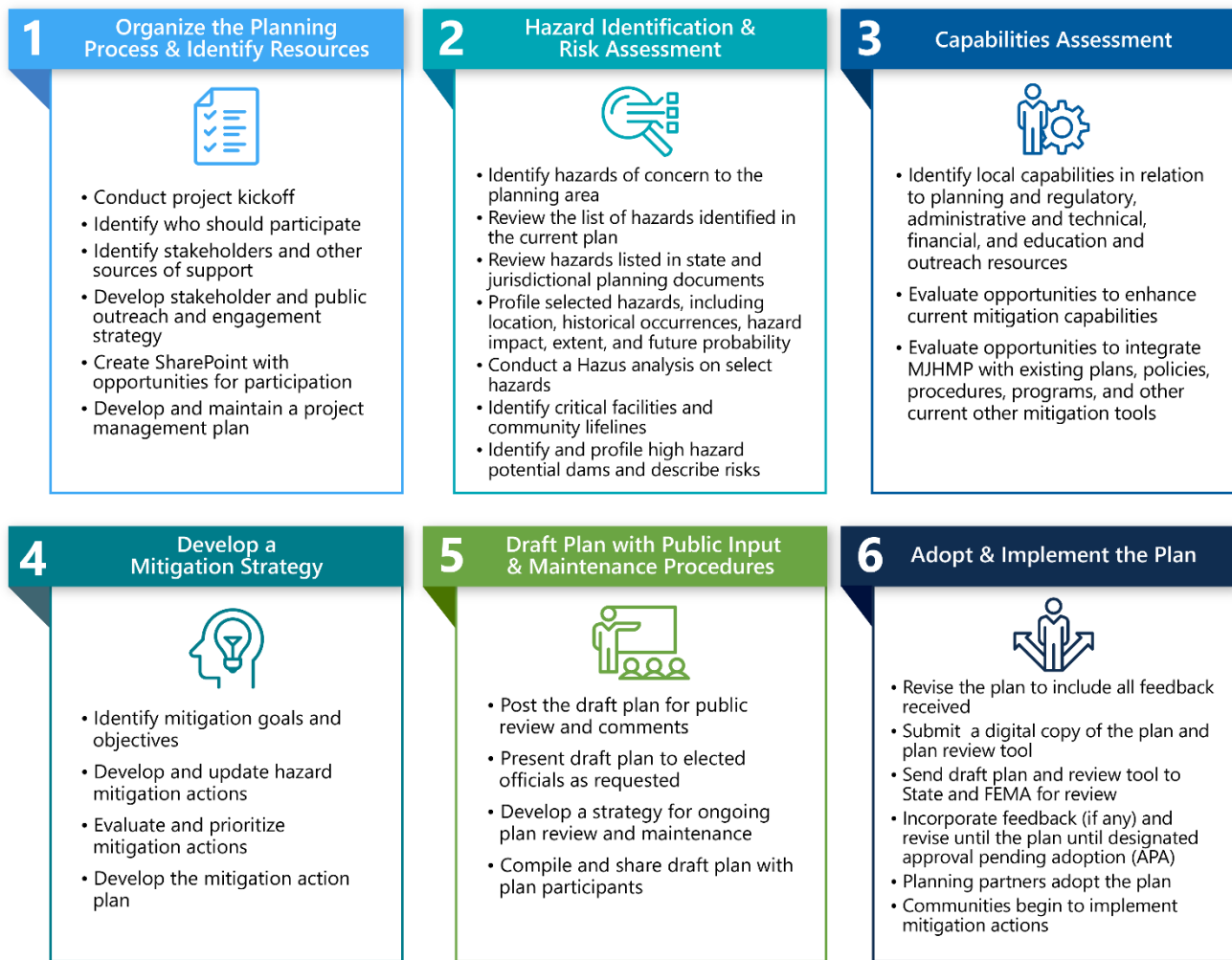
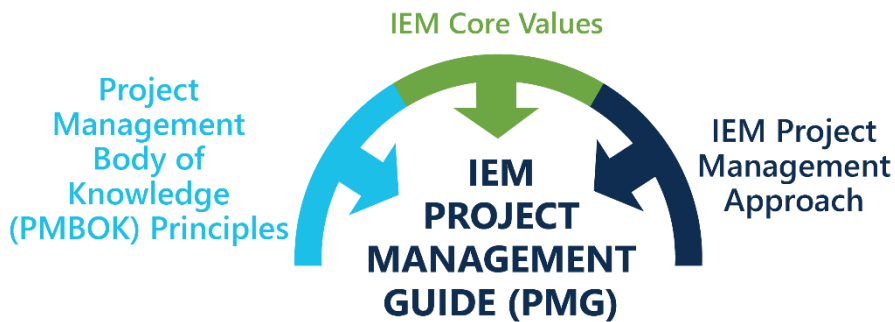


Figure 3: Six Task Plan

At IEM, we believe project management is critical to the success of every project we undertake. IEM’s approach to project management has been honed through decades of providing high-quality, cost-effective services and excellent customer responsiveness to a variety of government and private-sector clients. IEM’s project management

process is designed to ensure consistent engagement with Fresno County throughout the project, quality and timely deliverables, and the ability to pivot depending on our client’s changing needs. The IEM Project Management Guide (PMG) is used for all IEM projects and represents our Project Management methodology, which combines IEM’s Core Values with the principles set forth in the Project Management Institute’s Guide to the Project Management Body of Knowledge (*PMBOK® Guide*).



Through IEM’s approach to Project Management, our customers benefit from:

- Consistent delivery of high-quality work across all deliverables.
- Operational efficiencies that enable IEM to meet schedule and budget constraints.
- A scalable process supporting the flexible and responsive performance of project teams.
- Projects that produce meaningful outcomes and create value.
- Readily available metrics to track financial, resource, and schedule status.
- Robustness sufficient to keep IEM staff working at peak performance regardless of demand or ongoing disaster events.

Our work is also strongly informed by the preferences of our clients. A hallmark of our approach is the fact that our plans are not templated but tailored to meet the individual needs of our clients. We strive to ensure consistent, open, and collaborative communication starting from the very first meeting throughout the planning process. During the admin kick-off meeting, IEM will work with the Mono County Community Development Department (CDD) to create a meeting schedule and develop a list of key stakeholders and agencies who will participate in the planning process. IEM believes in a Whole Community approach to planning. This approach calls for engaging all community sectors in the four phases of emergency management—preparedness, response, mitigation, and recovery. From this perspective, emergency management is viewed as a shared responsibility among all levels of government and all community sectors. We will work with the CDD to identify a broad range of stakeholders and opportunities for public involvement. We will also establish an approach to regular MJHMP Planning Team touchpoints, such as a weekly, biweekly, or monthly meeting between the IEM team and the Mono County Project Managers. If county staff time allows, we also recommend implementing a rolling review process of the draft plan as sections, ensuring transparency of our work and allowing us to adapt on an ongoing basis to meet the expectations of the county.

In addition to drafting the plan update, IEM will be responsible for facilitating and conducting all planning meetings and workshops as described in the RFP. With the guidance of CDD, the IEM team will ensure that all workshop content and supporting materials, including meeting notes, will be developed and provided to the participants. Our staff are comfortable and experienced in conducting both in-person and virtual meetings. In our experience, hybrid planning meetings typically have the best attendance, particularly in the post-COVID environment. We will work with CDD to identify the best meeting format for the county. Sometimes, key stakeholders are unable to attend group meetings despite best efforts to pick times best for all. As a part of our planning approach, we will offer one-on-one follow-up meetings and outreach to ensure missing information is gathered from all key partners identified by CDD. Documentation and note-taking will be performed by IEM and distributed as requested. A SharePoint site

will be provided to ensure maximum visibility of all documents and documentation, including meeting notes and presentations. Together, IEM will work with the CDD, plan participants, stakeholders, and the public to ensure the draft plan is developed by January 2025.

### 3.1 FACILITATE SPECIAL DISTRICT PARTICIPATION/ADOPTION OF MJHMP

IEM understands that under the new mitigation grant guidance, FEMA expects special districts to participate in and adopt the applicable local hazard mitigation plan in order to be able to apply directly for FEMA mitigation grant funding. To ensure Mono County's special districts remain eligible to apply themselves for mitigation grants, IEM will be responsible for connecting and coordinating with the seven special districts to confirm their participation in this plan update. This includes working with:

- Antelope Valley Fire Protection District
- Bridgeport Fire Protection District
- Chalfant Valley CSD/FPD
- Paradise Fire Protection District
- Wheeler Crest Fire Protection District
- Lee Vining Public Utility District (PUD)
- June Lake PUD

The process begins by securing letters of intent from each District that wishes to participate or written confirmation that the District does not want to participate in the MJHMP update. For those who wish to participate, IEM will provide a sample letter of intent, develop an annex on their behalf, and coordinate with them as full participants in the planning process. If any of the identified Districts do not or cannot participate at this time, IEM will work with them to confirm their intent not to participate and document any recommended information, plans, studies, or other resources they could provide the rest of the plan participants.

In our experience, special districts often have important connections to the community and valuable data in addition to representing crucial community lifelines in California. Our staff has recently supported special districts via email, calls, and through meetings designed to engage their staff and draft annexes that reflect their unique legal and geographic statuses. A recent example of our experience includes our work with the Santa Clara Valley Water District, which provides water to Santa Clara County and relies on our support in developing the Santa Clara MJHMP update in order to be eligible to receive mitigation grant funding from FEMA. Throughout the plan update, we engaged with Valley Water on topics including the NFIP, locations of vulnerable communities, historic flood records, flood risk reduction capabilities, and more. This data was integrated throughout the plan in the applicable sections and in Valley Water's annex, which Cal OES and FEMA approved in accordance with the new planning guidance. This success was partly due to IEM's consistent communication and frequent meetings and calls with the special district to ensure their unique needs were met. We can provide similar dedicated support to Mono County's special districts.

### 3.2 HAZARD IDENTIFICATION

IEM will conduct advanced Hazard Identification and Risk Assessment (HIRA) to help the plan participants identify and analyze the impact of hazards of concern and specific jurisdiction vulnerabilities. IEM will facilitate a discussion with the plan participants on what hazards to assess as part of this plan update at the Kickoff Meeting. This could include the hazards currently profiled, including avalanche, dam failure, disease/pest management, drought, earthquake and seismic hazards, extreme heat, flood, landslides, hazardous materials, severe wind, severe winter weather, snow, volcanoes, and wildlife collisions, as well as new hazards identified by the plan participants. In order to help facilitate this discussion, IEM will provide an overview of the hazards identified in neighboring plans and the 2023 State Hazard Mitigation Plan. In addition, IEM will be responsible for:

- **Community Profiles:** IEM will update the Community Profile section of the MJHMP, including a description of the physical setting, history, community demographics, land uses, development trends and future development, infrastructure systems, and critical facilities for each of the plan participants. The current descriptions will be expanded to include the community lifelines, or essential service elements, outlined in FEMA’s Lifelines Toolkit 2.0, including a more detailed description of transportation infrastructure for emergency response and evacuation purposes. Further, IEM will lead discussions on how any changes in development have increased or decreased hazard vulnerability.
- **Hazard Profiles Development:** IEM will be responsible for updating and drafting all hazard profiles, including clearly identifying all required elements such as the type, location, and extent of hazards, previous occurrences, severe repetitive loss and repetitive loss structure, future probability, and the influence of climate change on the hazards. There will be an in-depth discussion of how climate change has affected past and current hazard occurrences and how climate change is projected to affect the development and occurrence of future hazard incidents. Each profile will also include clear and factual problem statements outlining the underlying risks the plan participants seek to mitigate.
- **GIS Mapping:** IEM’s experienced GIS Team will support the update of GIS maps. This could include but is not limited to maps of high-risk hazard areas, areas with vulnerable populations, areas of mitigation interest, and the wildland-urban interface.
- **National Flood Insurance Program (NFIP):** Our staff will coordinate with the appropriate agencies to document the jurisdictions’ participation in the NFIP and repetitive loss/severe repetitive loss information as required. This information can not only help meet minimum mitigation planning requirements but also support identifying needs for mitigation actions.

In addition, the Hazard Identification process will integrate information on Emergency Route Access evaluation and planning, the wildfire assessment, avalanche hazard areas, and threats of potential loss of agricultural land. Further details on how the complete hazard assessment will be conducted are included below.



Figure 4: Community Lifelines

### 3.3 RISK ASSESSMENT

A thorough understanding of risk and vulnerabilities will be vital to developing local mitigation actions that meet the unique needs of the plan participants. IEM will review existing plans, studies, reports, and technical information, including the updated 2023 California State Hazard Mitigation Plan, California Adaptation Planning Guide, Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities, Guides to Expanding Mitigation, and other applicable guidance documents. Using additional tools, including multiple tools that have been developed since the last plan update, like FEMA’s National Risk Index, NOAA’s Storm Events Database, the

Climate and Economic Justice Screening Tool, Flood Insurance Studies, USGS ground acceleration mapping, NOAA Storm Events Database, the U.S. Drought Monitor, Cal OES's My Hazards, Cal Fire hazard risk mapping, a digital stakeholders survey, and interviews with individuals and stakeholders as necessary will enable IEM and the plan participants to update the risk assessment with the best available data.

IEM will also help complete the wildfire hazards assessment. IEM has worked with multiple jurisdictions across northern California, including conducting hundreds of Phases I, II, and III ESAs for the 2018 Carr and Mendocino Fires and engaging in a variety of wildfire projects with multiple counties within the Bay Area, the Bay Area UASI, Los Angeles County Office of Emergency Management, Los Angeles Worldwide Airports, Orange County Transportation Authority, Kern County, and San Diego County. Our team has helped map and model Fire Hazard Severity Zones (FHSZ), the Wildland Urban Interface (WUI), at-risk areas fire spread modeling using multiple spatial and weather scenarios, and locations of vulnerable populations for planners. We will integrate the following steps for developing a Community Wildfire Protection Plan into the MJHMP update.

## 8-STEPS TO DEVELOPING A COMMUNITY WILDFIRE PROTECTION PLAN



Figure 5: Community Wildfire Protection Plan Approach

Our planning team will also help review and update the section on emergency access issues and criteria. While it is acknowledged that specific alignments may be difficult to identify, there is still an opportunity to identify mitigation opportunities.

IEM will further develop a vulnerability assessment, which includes a critical facility loss estimate and evaluation of current land use development trends. Under the new planning guidance, our staff is familiar with how Cal OES FEMA is looking more closely at the Vulnerability Assessment to understand not just general statements on who or what may be the most vulnerable but more jurisdiction-specific details and a rationale for *why* these community-identified assets are vulnerable. To help meet these requirements, we will develop problem statements that clearly connect the vulnerability assessment to the mitigation actions selected. Integrating local information, like working with the Mono County Public Health Department to identify areas of mitigation interest that could address the risks of access and functional needs populations, can help make this vulnerability assessment a useful resource when developing effective mitigation actions.

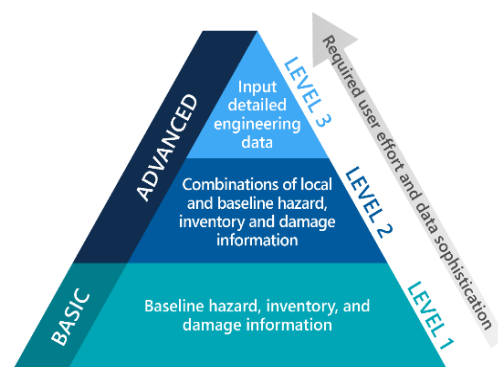


Figure 6: Levels of HAZUS Assessment

IEM's GIS Team will work with the plan participants to analyze and map areas of concern and vulnerability and ensure the best available data is incorporated into the loss estimate. In updating the plan, IEM's seasoned GIS Team can utilize the FEMA HAZUS 6.1 Risk Assessment Tool to estimate damage from the hazards for which there are HAZUS modules. The HAZUS software analyzes the effect of the hazards on critical facilities and infrastructure. It produces potential damage and loss estimates for all public and privately owned assets in the planning area. HAZUS Modules are available to assess risk from flooding, earthquake, and high winds-related hazards. The GIS Team's use of HAZUS data is even more effective in predicting damage estimations based on stakeholder input about hazard locations and structural values. Incorporating more specific information on the City's critical infrastructure will provide higher-quality data for decision-makers. We will work with the plan participants and all relevant stakeholders to identify and incorporate this kind of data. Using historic or scenario-based modeling, we can generate projected economic losses, building damage, and social impacts for those hazards that HAZUS does not model.

The IEM team of geospatial experts brings a broad array of tools for analyzing complex data and sharing results in a way that makes data meaningful for decision-makers through static maps and dynamic online solutions. Our team has developed numerous geospatial solutions, including custom web applications and dashboards, to enhance customer ability to better understand their capabilities, risks, and challenges. The graphic below includes an example of the kind of informative data our GIS team can provide.



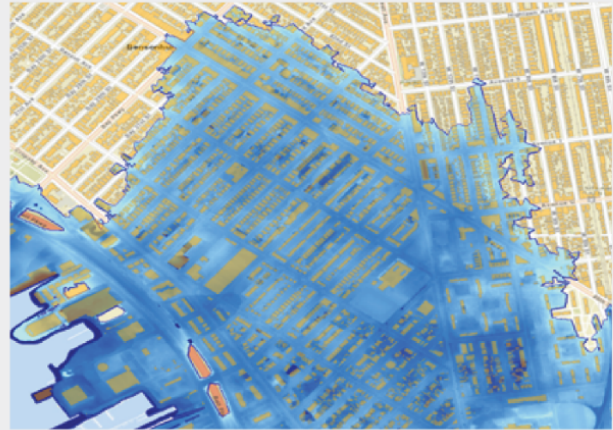
## IEM's Advanced HAZUS Runs Helps New York City Analyze Natural Hazard Risk

IEM GEO ran loss estimation modeling to help assess potential vulnerability and losses associated with hazards impacting New York City. These hazards include coastal flooding, inland flooding (e.g., moderate stormwater flooding), coastal storms (flooding and wind), and earthquakes. To perform these analyses, the team used FEMA's Hazus 6.0 software, which identifies areas at high risk for natural hazards and estimates the physical, economic, and social impacts of probabilistic and deterministic events.

To provide accurate loss estimates, the IEM GEO team performed an Advanced Level 2 Hazus analysis. This required developing an updated user defined dataset to replace generalized national data with local inventory of buildings, essential facilities and infrastructure, and generated flood depth maps that represent extent and water depth for inland, coastal and sea level rise flood scenarios.

Developing the user defined datasets required aggregating NYC open source data to make updates to the default Hazus inventory. IEM GEO utilized a dasymetric mapping technique and modified the census block geometry to represent the building footprint. The new census block building footprint was then aggregated with a point geometry building dataset with updated content such as building height, area, estimated replacement costs, and occupancy type and then was imported into Hazus to update the General Building Stock data. Other updated inventory includes the essential facilities, such as medical centers or fire stations; transportation facilities and components; utility facility components; and high-loss structures, such as dams and nuclear power plants.

Flood depth maps were developed using NYC open data digital elevation models (DEM) and FEMA preliminary flood insurance rate maps. IEM GEO used base flood elevations (BFE) to create a water surface elevation level grid (WSEL) to represent the height of the flood water, then subtracted the DEM from the WSEL to produce depth of flood water while factoring ground elevation. In the absence of BFEs, the flood extent polygon boundaries were used to create a WSEL. These flood depth maps were combined with the dasymetric building footprint dataset for coastal and inland flooding runs and improved the accuracy of the flood loss estimates.



*Figure: Building Footprint Dasymetric Data and 2080 Sea Level Rise Water Depth Extent in Kings County, NY*

Model runs were completed for the following:

- Coastal flooding for 100- and 500-year flood events
- Coastal flooding for 2050, 2080, and 2100 sea level rise flood events
- Inland flooding for current sea level and 2050 sea level rise flood events
- Historic 1884 epicenter earthquake event
- Probabilistic earthquake event for 100, 250, 500, 1,000 and 2,500 year return periods
- Historical 2012 Hurricane Sandy coastal storm with storm surge
- Probabilistic coastal storms for 20, 50, 100, 200, 500 and 1,000 year return periods
- Coastal storms with storm surge for 20, 50, 100, 200, 500 and 1,000 year return periods

Throughout the project, IEM GEO compiled documentation material to provide NYCEM with a data dictionary, the intermediate data, Hazus run settings, and overall results and findings into a Methodology report.

Further, our maps and data analysis can be used to overlay areas of known vulnerabilities or important community lifelines with high-risk hazard locations. This information helps decision-makers determine where to prioritize mitigation efforts. The following demonstrates an example of this kind of work.

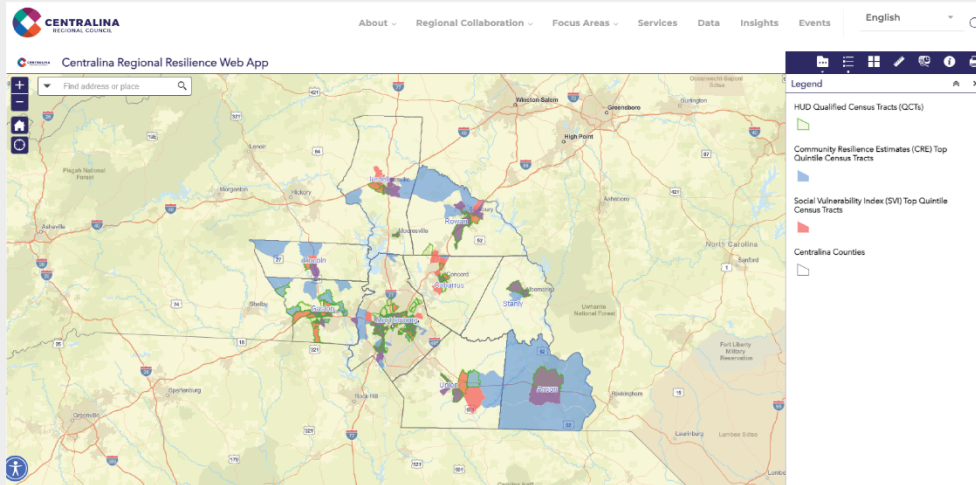


Figure 13: Centralina GIS Equity and Resilience Mapping Tool

IEM GEO developed an ArcGIS Online web mapping application known as the Centralina GIS Equity and Resilience Mapping Tool for the Centralina Economic Development District (CEDD) to allow users to better understand regional infrastructure and vulnerabilities in the nine-county Centralina region centered around Charlotte (Figure 13). The tool identifies critical facilities and infrastructure, hazard layers such as floodplains, and resilience and vulnerability measures such as the CDC’s Social Vulnerability Index and the Census Bureau’s Community Resilience Estimates (CRE).

Figure 7 Centralina GIS Equity and Resilience Mapping Tool

### 3.4 MITIGATION STRATEGY

After the Hazard Identification, Risk Assessment, and Capabilities Assessment are complete, IEM will help facilitate the development of the Mitigation Strategy. An effective mitigation strategy serves as a blueprint for reducing the potential losses within the planning area. FEMA reports that, on average, natural hazard mitigation saves six dollars for every dollar spent. Investing in mitigation is a proactive way the plan participants could take to adapt to a changing world and the real risks of future disaster events, which could result in loss of life, property, and livelihoods. Our experts understand how to collaboratively develop risk-based, capabilities-informed actions. Results of the risk assessment, capability assessment, and public engagement opportunities will be used to develop a mitigation strategy that fits the needs and capabilities of the plan participants. IEM will collaborate with the plan participants, stakeholders, and the public to create the **Mitigation Strategy** in four steps:

- **Step 1.** Develop Mitigation Goals and Objectives
- **Step 2.** Develop Hazard Mitigation Actions
- **Step 3.** Evaluate and Prioritize Mitigation Actions
- **Step 4:** Plan Integration

**Step 1: Develop Mitigation Goals and Objectives.** The initial step in updating the Mitigation Strategy is to identify goals that represent what the plan participants want to achieve through implementing the mitigation plan. Goals refer to broad, policy-type statements. Objectives further clarify the intent of the goals. These goals should be consistent with the hazards profiled and will be the basis for the following mitigation actions. IEM will facilitate a review of the fifteen goals identified in the previous plan.



**Step 2: Develop Hazard Mitigation Actions.** IEM will lead the participants through identifying mitigation actions for each hazard included in the plan. IEM will promote the inclusion of a comprehensive range of actions, including plans and regulations, structure and infrastructure projects, natural systems protection, and education and outreach programs. IEM will promote a risk-based, capabilities-informed approach to mitigation action development. One common challenge with the new planning process is not identifying enough mitigation actions to meet the new minimum requirement. A unique feature of our company is the close collaboration between our mitigation planning and project teams. Our staff not only bring planning experience to this initiative but have developed mitigation projects that work. We have built time into our schedule specifically for our dedicated staff to help each plan participant develop applicable actions to address their jurisdiction-specific vulnerabilities.



**EVERY \$1 SPENT ON MITIGATION SAVES \$6 ON FUTURE DISASTER LOSSES**

WWW.NIBS.ORG - NATURAL HAZARD MITIGATION SAVES REPORT 2019



**Building to higher standards prevents long-term impacts** from multiple hazards, including high winds, flooding, and sea-level rise.



**Incorporating nature-based solutions** into traditional gray infrastructure approaches to resiliency can **significantly benefit the environment, community, and project success.**



**Porous pavements mitigate impacts** from drought and flooding and builds coastal resiliency.

**Examples of Mitigation in Action**



Creating defensible space **reduces the impacts of wildfires.**



**Incorporating nature-based solutions** into traditional gray infrastructure approaches to resiliency can **significantly benefit the environment, community, and project success.**



**Building to higher standards prevents long-term impacts** from multiple hazards, including high winds, flooding, and rising sea levels.

**Step 3: Evaluate and Prioritize Mitigation Actions.** After a list of mitigation actions has been developed, IEM will support the plan participants in evaluating and prioritizing the actions. This process provides insight into where the plan participants should focus time and resources to create the most efficient and practical approach to reducing hazard impacts. One approach, for example, is the evaluation and prioritization strategy known as the STAPLEE method, which includes Social, Technical, Administrative, Political, Legal, Economic, and Environmental considerations. This approach evaluates and prioritizes by reviewing each action item for its cost-effectiveness, technical feasibility, economic benefits, environmental impacts, community acceptance, staffing, funding, legal and political support, and maintenance needs. While the “Social” category considers social vulnerability, a more defined tool for measuring equity and the equitable impact of mitigation actions could also be developed as a part of this process to help better understand the impacts and how to prioritize mitigation actions.

**Step 4: Plan Integration.** The plan should be integrated into existing planning mechanisms to ensure goals are synchronized and mitigation efforts progress. IEM will assist the plan participants in documenting any past plan integration as well as identifying and evaluating other opportunities for plan integration into additional relevant policies and programs and promoting the integration of resiliency into day-to-day activities.

### 3.5 PLAN PREPARATION

An essential step in developing achievable mitigation actions is assessing stakeholder, local, state, and federal resources and capabilities available to reduce losses and vulnerability from each hazard identified. Early in the plan update, the plan participants will be engaged to obtain data on their mitigation capabilities, which will include an analysis of the FEMA-identified types of capabilities:

- Planning and Regulatory
- Administrative and Technical
- Financial
- Education and Outreach

This capability assessment establishes a common understanding of the framework to support the implementation of identified mitigation actions and identifies gaps that should be addressed in the mitigation strategy. It is also the opportunity to evaluate current ordinances, plans, projects, and budgeting considerations for potential mitigation opportunities that reduce risk and/or increase resilience. A noticeable change in the new planning guidelines is an increased emphasis on evaluating the effectiveness of current capabilities and identifying opportunities to expand or develop new capabilities. In particular, this is the opportunity to evaluate both pre- and post-disaster capabilities like the integration of 406 (PA Mitigation) into the participant’s approach to disaster recovery. By identifying what capabilities the plan participants and other stakeholders have or could develop, plan participants will be positioned to select mitigation actions that have the best return on investment and likelihood of success.

The plan maintenance section will clearly outline the method and schedule to monitor, evaluate, and update the plan, including timelines and responsibilities. An effective plan maintenance strategy for monitoring, evaluating, and updating the plan within a five-year cycle helps ensure the plan remains relevant. The process will also describe ongoing opportunities for public engagement and input. IEM will support the plan participants in establishing a realistic plan maintenance process while ensuring the plan remains a practical, living document.

These and the other steps of the plan update will be developed in collaboration with the County. IEM will ensure a clear and transparent process by facilitating MJHMP Team Meetings with the Project Managers from Mono County and our planning team. These meetings will provide an opportunity to discuss upcoming tasks and identify potential risks and challenges to success, budget, timeline, and County expectations for this plan update. IEM will be responsible for developing the agenda and submitting a summary of monthly meeting notes with a list of decisions, actions, and responsible parties.

### 3.6 PLAN DRAFTING

IEM will incorporate all information gathered throughout the plan update, the precise documentation of the planning process, a thorough risk assessment, a clear capability assessment, and a comprehensive mitigation strategy into a draft plan. Our dedicated team of technical writers, editors, and graphic design personnel with experience developing emergency management and hazard mitigation products will finalize the detailed, visually appealing, user-friendly plan document. During the drafting stage, IEM will provide significant opportunities for the County, the Town of Mammoth Lakes, participating special districts, stakeholders, and the public to review the draft plan and edits. IEM will work with plan participants to publicize this chance to comment to maximize public participation. A public review period is an opportunity to gather any last-minute information and new perspectives or ideas, as well as share with the public the outcomes of the planning process and, ideally, garner support for mitigation endeavors. We are prepared to support outreach across various mediums during this vital stage of the planning process. Once all comments have been received, IEM will work with the plan participants to promptly address all comments as appropriate. The draft plan will be ready for review by January 2025.

### 3.7 PUBLIC ENGAGEMENT/MEETINGS/PUBLIC HEARINGS

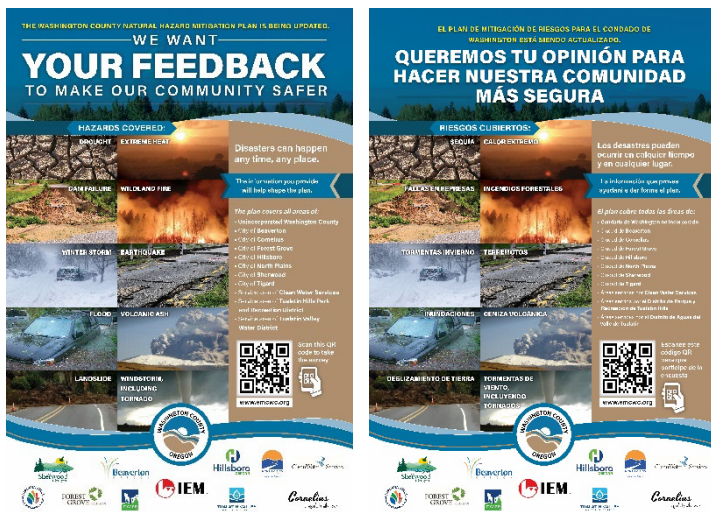


Figure 8: Community Feedback Example

IEM believes public engagement is key to successful community planning. We advocate for a Whole Community approach to public engagement. This approach calls for engaging all community sectors in the four phases of emergency management – preparedness, response, mitigation, and recovery. From this perspective, emergency management is viewed as a shared responsibility among all levels of government and all community sectors. By engaging the whole community throughout the planning process, a diverse selection of perspectives, knowledge, and individual lived experiences will be available for decision-makers to incorporate into the final HMP. Public participation is also a requirement of a FEMA-approved hazard mitigation plan. More than that, the hazard mitigation planning process presents a valuable opportunity to advance equity in

planning. Disasters often disproportionately impact vulnerable populations, including the elderly, people with access and functional needs (AFN), and low-wage employees, many of whom have higher exposure to hazard events. Disasters will continue to increase economic and social disparities when they create additional burdens on the most vulnerable communities. As such, it will be necessary for the planning process to invite input from affected populations so the final plan will include mitigation goals, objectives, and strategies that address the needs of all community sectors. Safety Elements are also required to include AFN populations’ considerations. We have helped diverse communities recover from and mitigate against disasters impacting socially and economically vulnerable populations in California, Baton Rouge, Houston, New Orleans, New York City, Florida, Illinois, New Jersey, North Carolina, and Puerto Rico. Incorporating Diversity, Equity, and Inclusion (DEI) is essential to any project, whether managing a mitigation plan update or developing a grant application.

IEM will be responsible for creating and implementing a Public Engagement Plan, including creating web content and outreach materials, for this plan update. IEM knows how to “take the pulse of the community” by using community surveys, distributing outreach materials, and conducting virtual and in-person meetings. Our extensive experience in planning has led us to work with a variety of stakeholders, from nonprofits to academia to tribes to



utilities like PG&E. In developing the Public Engagement Plan for this update, the IEM Team will answer FEMA’s question, “Does the plan document show how the public was allowed to be involved in the planning process and how their feedback was included in the plan?” The outreach and engagement strategy for the Mono County MJHMP update will be designed to educate the public on hazards impacting the area and the hazard mitigation planning process, as well as learn from their knowledge and lived experience with the hazards profiled. We will engage the public through multiple touchpoints, from a digital survey to presenting the draft plan. The public input will be shared with plan participants and incorporated into the plan’s content as appropriate. Different communities may necessitate more targeted outreach and engagement, especially underserved communities like the elderly, people without access to broadband, people who don’t speak English as a first language, and people living with access and functional needs. Coordinating with the local officials to access these communities will provide an opportunity for whole-community engagement in the planning process.

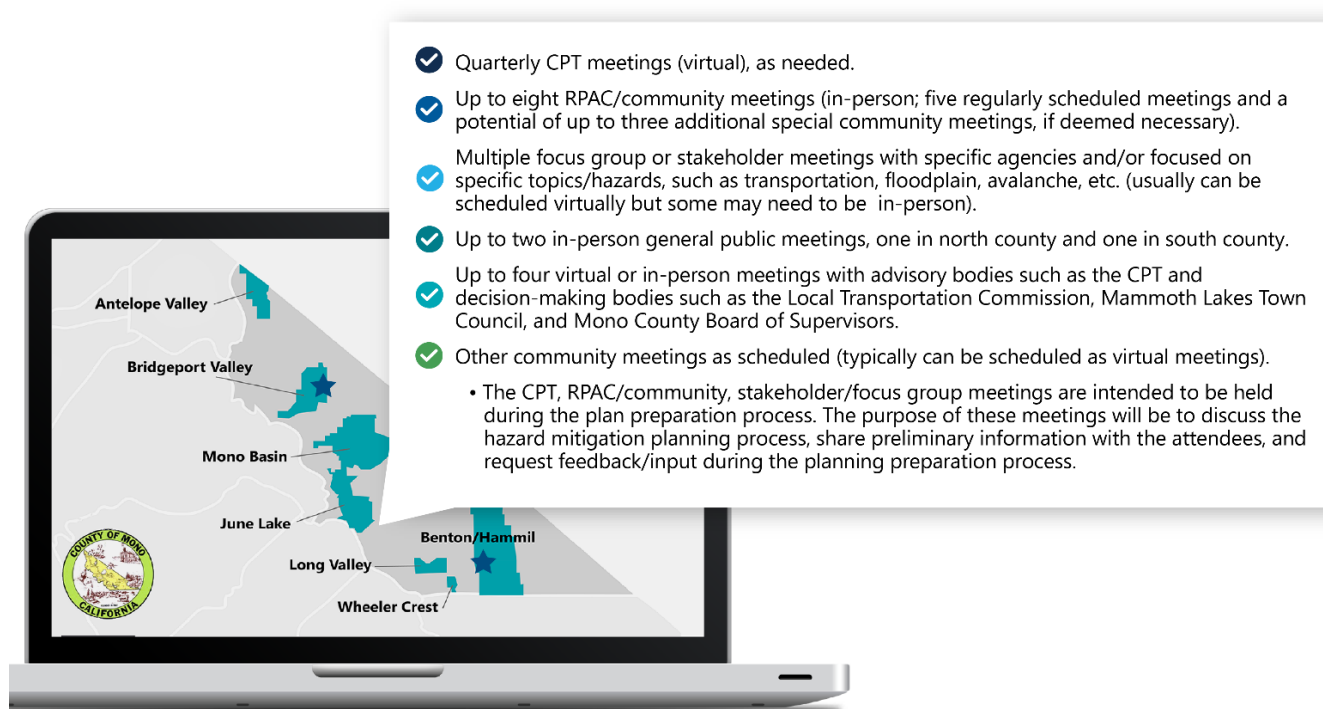


Figure 9: Proposed Public Engagement Plan

We appreciate the thought Mono County has already put into developing the public engagement portion of the RFP and know the County will value the opportunity to engage community stakeholders in order to best understand the community’s interest and need for hazard mitigation as well as educate the public on mitigation. We welcome the County’s input in developing an approach to public outreach that incorporates the ongoing work being done, such as the “READY Mono” and “Know Your Zone” resources on the county’s website. Another best practice is utilizing ongoing events and outreach locations that would normally attract people, including vulnerable populations, to engage the public. IEM anticipates at least 4-6 public workshops, general public meetings, specific topic/hazard meetings, and advisory decision-making body meetings will be held during which the public will be introduced to the plan, the hazards profiled, and mitigation strategies. Further, IEM will facilitate a discussion of the plan update at five Regional Planning Advisory Committee (RPAC) meetings and Collaborative Planning Team (CPT) meetings as requested. Information requested from the public will include their concerns, identified areas or structures they believe should be mitigated, willingness to support various types of mitigation measures, and any comments regarding the draft MJHMP update.

In addition to meetings, digital surveys will also be used to engage the public around the County. Our digital outreach will utilize plan stakeholder websites, online public participation surveys, social media posts, email campaigns, and press releases for a broad community reach. IEM will work with the County and participants to determine the needed languages. The county website already provides easy access to MJHMP information. IEM will develop project updates for the County and its partners to add as the plan develops. We can also provide a Hazard Mitigation Story Map, a graphic tool for stakeholders and the public to visualize mitigation efforts as they progress and provide a link to the public survey. Publicizing

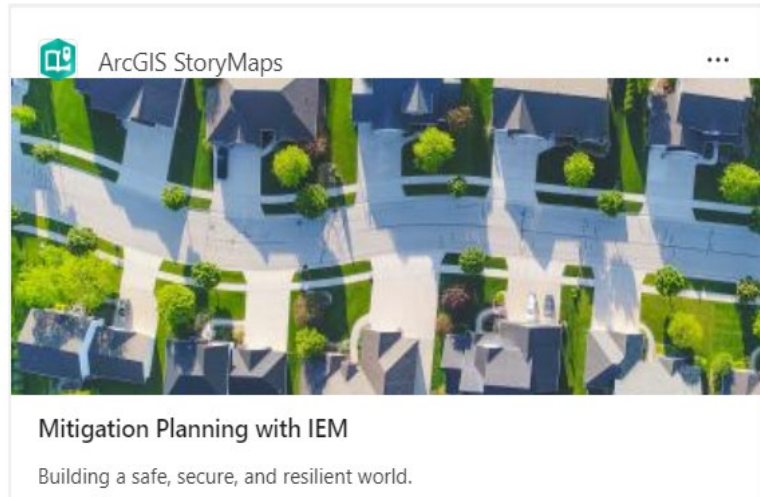


Figure 10: Example of IEM Story Map

information on the plan update and request for public feedback will also be important to garner input and interest in the plan development. Non-digital outreach could occur through developing hard copy versions of the digital survey, press releases, notices or articles in local newsletters, scheduled appearances at county and municipal meetings, community visits, and one-on-one contacts. This outreach method will best serve any communities that may be removed from urban infrastructure and not have access to traditional digital modes of communication, along with those with different levels of vision, hearing, and/or learning ability.

**IEM Knows how to manage a successful public outreach program. A recent online survey, which took the community’s pulse for a multi-jurisdictional mitigation planning project, drew over 1,200 responses.**

Stakeholders will also be engaged throughout the plan update process. Specific outreach to key stakeholders can be accomplished through targeted digital surveys (such as surveys specifically for academia, stakeholder/focus group meetings, businesses, dam owners, or representatives of underserved populations) and one-on-one calls as needed. Identifying key stakeholders early is critical for the hazard mitigation planning process to ensure all stakeholders have the opportunity to meaningfully participate. Stakeholders can include internal staff for each participating jurisdiction, including emergency management personnel, Floodplain Managers, Code Enforcement officials, Community Planners, Economic Development, Social Services partners, and more. Other stakeholders could be neighboring communities agencies involved in hazard mitigation like the California Governor’s Office of Emergency Services (Cal OES), FEMA, Cal Fire, California Department of Water Resources (DWR), California Department of Transportation (Caltrans), and as well as representatives of businesses, academia, non-profits, special interest groups, and underserved communities and socially vulnerable populations. Stakeholders can provide important information, including data, studies, areas of mitigation interest, action ideas, and feedback on the draft plan update. IEM will help the plan participants identify and engage their unique stakeholders throughout the update.

### 3.8 PLAN ADOPTION

Once the plan participants have approved the draft, including any edits, IEM will work with the County to submit the plan and a copy of the FEMA Plan Review Tool, clearly stating where each required element has been met in the document to Cal OES. We will also submit a copy of the unique Cal OES Annex Review Tool, which helps clarify which jurisdictions have met the requirements to adopt the HMP into their Safety Element. After Cal OES has completed its final review, the draft plan will be submitted to FEMA Region 9 for review and approval. IEM has had multiple recent conversations with Cal OES to keep informed of their current requirements and review process. Reviews for Cal OES and FEMA take approximately 45 days each. Coordinating with Cal OES and submitting the plan for review well in advance of the end of the performance period for the associated grant (June, 2026) will help ensure there are no issues with the grant funding. Involving Cal OES and FEMA throughout the planning process also helps ensure consistency with current guidance. One way to speed up the review is to submit the plan in sections if Cal OES/FEMA is willing to accept it. We carefully calculate the review time into our approach to the project and have staff prepared to make edits quickly if needed when the results of these reviews are received.

Once the plan has received “Approvable-Pending-Adoption” status from FEMA, IEM will support the adoption of the plan by preparing presentations and other materials as needed to present the final draft plan to the Town and County for approval. We will also provide sample adoption resolutions to all plan participations, including the County, Town, and participating special districts. Our team will remain available to answer any plan participant questions on adopting the final draft plan and incorporating it into the Safety Element of the County’s General Plan in compliance with AB 2140. Once the plan has been adopted, we can help facilitate sharing adoption resolution letters with FEMA, which will ensure they document that the plan is in good standing and that the plan participants are eligible for FEMA mitigation grant funding once more.

#### COMPLIANCE WITH AGREEMENT BETWEEN MONO COUNTY AND THE Cal OES/FEMA HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT

IEM will ensure that all elements of the plan update are finalized in accordance with the Cal OES/FEMA requirements for planning HMGP grants. This adherence will be monitored by our selected Project Manager, who, as a former State Hazard Mitigation Officer, has extensive experience with the HMGP grant program.

### 3.9 ASSUMPTIONS, METHODOLOGIES, SPECIAL RESOURCES

IEM will utilize the FEMA Planning Review Tool, CFR, all regulations, and guidance to ensure the plan update is in compliance with Cal Oes and FEMA. IEM will adhere to all specifications in the RFP, including in-person meetings, Outreach to Special Districts throughout the process, and all other contractual obligations. IEM assumes that Mono County and all participating jurisdictions, including the town of Mammoth Lakes, will enter into the planning process and assist IEM with the necessary information to update the plan when needed. IEM will update the Mono County HMP to reflect your values and culture.

### 3.10 TIMELINE

IEM’s proposed schedule for this plan update begins in April 2024 and results in a draft plan being provided to Mono County by or before January 2025. Given that the current plan expires on June 4<sup>th</sup>, 2024, we acknowledge that the schedule proposed in the RFP will result in the current plan expiring. However, with our experience developing quality plans quickly, we believe our approach will help ensure the plan remains expired for as little time as possible. IEM will utilize the schedule and timeline provided in the RFP. The project schedule below is a summary of the IEM Timeline





**MONO COUNTY MULTI-JURISDICTIONAL  
HAZARD MITIGATION PLAN UPDATE**

PROJECT PHASE	PARTICIPANTS				2024												2025				
	IEM Project Team	County	Stakeholders	Public	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY		
					CAL OES		FEMA														
<b>1. Facilitate Special District Participation/Adoption</b>																					
Letters of Intent to Participate in MJHMP	•	•	•																		
Adoption/Annexation of Special Districts into the HMP	•		•																		
<b>2. Hazard Identification</b>																					
Community Profiles	•																				
Hazard Profiles Development	•																				
<b>3. Risk Assessment</b>																					
Wildfire Hazards Assessment	•	•	•																		
Emergency Access Routes	•	•	•																		
Vulnerability Assessment	•	•	•																		
Critical Facilities Loss Estimate	•	•	•																		
Land Use Development Trends	•	•	•																		
<b>4. Mitigation Strategy</b>																					
Mitigation Goals and Objectives	•	•	•																		
Mitigation Strategies and Action Development	•	•	•																		
Mitigation Action Matrix Development	•																				
<b>5. Plan Preparation</b>																					
Capabilities Assessment	•	•	•																		
MJHMP Team Meetings	•	•	•																		
Plan Maintenance	•	•	•																		
<b>6. Plan Drafting</b>																					
Draft MJHMP	•																				
Review Draft MJHMP and Receive Input	•	•	•	•																	
Draft Final MJHMP	•																				
<b>7. Public Engagement/Meetings/Public Hearings</b>																					
Identify, web content, outreach materials	•	•																			
Quarterly Community Meetings	•	•	•	•																	
RPAC/Community Meetings	•	•	•																		
Focus Groups & Stakeholder Meetings	•	•	•																		
Public Meetings	•	•		•																	
Advisory bodies and decision making Meetings	•	•	•																		
<b>8. Plan Adoption</b>																					
Final Plan for State Review/RFIs	•	•																			
Final Plan for Fema Review/RFIs	•	•																			
Adoption Presentations	•	•	•																		
Special District Adoptions (as needed)	•	•	•																		

Note: 12 month period begins when contract is executed. If that is May of 2024, final Plan is May of 2025. Sections of the plan will be sent for client review on a rolling basis throughout the plan update. Plan Participant, Public, Quarterly, and RPAC meetings are intended to be held around the same time to maximize the efficiency of each in-person trip.

CA Mono County  
Hazard Mitigation Plan

Staff	Position	Direct Hourly Rate	Phase 1	Phase 2		Phase 3	Phase 4	Phase 5		Phase 6	Phase 7	Total Hours	Total Direct Cost	Contingency Hours	Total Cost with Contingency
			Task 1 - Outreach Special Districts/Planning Process	Task 2 - Hazard Identification	Task 3 - Risk Assessment	Task 4 - Mitigation Strategy	Task 5 - Plan Preparation	Task 6 - Draft Plan	Task 7 - Review and Input of Draft Plan	Task 8 - Public Engagement	Task 9 - Plan Adoption				
Bunting, Jeanne	Project Manager	\$ 73.93	0	5	5	0	0	0	5	0	5	20	\$ 1,478.60	25	\$ 1,848.25
Garnett, Casey	Deputy Project Manager/Lead Planner	\$ 67.91	10	20	20	20	20	30	30	10	10	170	\$ 11,544.70	210	\$ 14,261.10
Chase, Myrna	Planner II	\$ 50.38	30	0	50	50	50	40	0	60	0	280	\$ 14,107.63	330	\$ 16,626.85
Smith, Kathryn	Planner II/GIS	\$ 56.84	0	0	100	0	0	30	20	0	0	150	\$ 8,525.88	170	\$ 9,662.66
Lunsford, Sabrina	Planner I	\$ 38.28	30	15	60	20	50	60	60	0	20	315	\$ 12,058.20	350	\$ 13,398.00
Merchan, Jennifer	Technical Editor	\$ 42.52	0	0	0	0	0	80	40	0	0	120	\$ 5,102.06	145	\$ 6,164.99
Rohwer, Kelsey	Graphic Designer/Artist	\$ 45.05	0	0	20	0	0	40	0	0	0	60	\$ 2,703.10	70	\$ 3,153.61
Rothe Smith, Diana	Fire SME	\$ 93.21	0	0	30	0	0	0	0	0	0	30	\$ 2,796.16	35	\$ 3,262.18
Lockwood, Bruce	Manager, Special Projects	\$ 88.24	0	0	30	0	0	0	0	0	0	30	\$ 2,647.26	35	\$ 3,088.47
Jones, Michele	Program Manager	\$ 96.47	0	0	0	0	5	5	0	0	0	10	\$ 964.66	10	\$ 964.66
Pozioemek, Lisa	Planner II	\$ 63.47	0	0	20	20	20	10	0	0	0	70	\$ 4,442.59	75	\$ 4,759.92
<b>Labor Hours</b>			<b>70</b>	<b>40</b>	<b>335</b>	<b>110</b>	<b>145</b>	<b>295</b>	<b>155</b>	<b>70</b>	<b>35</b>	<b>1,255</b>		<b>1455</b>	
<b>Labor Cost</b>			<b>\$ 3,339.03</b>	<b>\$ 2,302.05</b>	<b>\$ 19,841.55</b>	<b>\$ 5,912.33</b>	<b>\$ 7,543.06</b>	<b>\$ 14,375.08</b>	<b>\$ 7,541.22</b>	<b>\$ 3,702.16</b>	<b>\$ 1,814.35</b>		<b>\$ 66,370.84</b>		<b>\$ 77,190.70</b>
<b>Overhead</b>			<b>\$ 2,065.19</b>	<b>\$ 1,423.82</b>	<b>\$ 12,272.00</b>	<b>\$ 3,656.78</b>	<b>\$ 4,665.38</b>	<b>\$ 8,890.98</b>	<b>\$ 4,664.25</b>	<b>\$ 2,289.79</b>	<b>\$ 1,122.18</b>		<b>\$ 41,050.36</b>		<b>\$ 47,742.45</b>
<b>Profit</b>			<b>\$ 1,845.78</b>	<b>\$ 1,049.13</b>	<b>\$ 7,251.45</b>	<b>\$ 2,920.89</b>	<b>\$ 3,561.56</b>	<b>\$ 5,483.94</b>	<b>\$ 2,969.53</b>	<b>\$ 2,308.05</b>	<b>\$ 838.47</b>		<b>\$ 28,228.80</b>		<b>\$ 34,625.85</b>
<b>ODC Cost</b>			<b>\$ 165.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 600.00</b>	<b>\$ -</b>		<b>\$ 765.00</b>		<b>\$ 765.00</b>
<b>Travel Cost</b>			<b>\$ 3,932.00</b>	<b>\$ 2,621.00</b>	<b>\$ 2,621.00</b>	<b>\$ 2,621.00</b>	<b>\$ 2,621.00</b>	<b>\$ 2,621.00</b>	<b>\$ 2,621.00</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 19,658.00</b>		<b>\$ 19,658.00</b>
<b>Total Cost</b>			<b>\$ 11,347.00</b>	<b>\$ 7,396.00</b>	<b>\$ 41,986.00</b>	<b>\$ 15,111.00</b>	<b>\$ 18,391.00</b>	<b>\$ 31,371.00</b>	<b>\$ 17,796.00</b>	<b>\$ 8,900.00</b>	<b>\$ 3,775.00</b>	<b>1,255</b>	<b>\$ 156,073.00</b>	<b>1455</b>	<b>\$ 179,982.00</b>

\*Note: Refer to the timeline on page 24 for completion dates.

\*Note: Price Proposal includes fifteen trips, three days per trip. The number of trips is negotiable and the cost of travel can be reduced resulting in a savings for the county.

# Mono County Community Development Department

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

## Planning Division

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

## **REQUEST FOR PROPOSALS**

Date: January 24, 2024 (**Amendment #2 - February 29, 2024 [DEADLINE EXTENSION]**)  
To: Interested Consultants  
Re: Request for Proposals for Hazard Mitigation Plan Update

The County of Mono, Community Development Department (CDD), is soliciting Requests for Proposals (RFPs) to update the “Mono County and Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan” (MJHMP), which was last adopted in 2019. Both jurisdictions addressed by the plan see the MJHMP as a critical tool to support local mitigation projects and activities.

The work is funded by the Hazard Mitigation Grant Program of the Federal Emergency Management Agency (FEMA)/California Office of Emergency Services (CalOES). The final product will be a Multi-Jurisdictional Hazard Mitigation Plan approved by CalOES and FEMA. All services and work must comply with the requirements of that Program and with applicable Federal regulations.

Extensive initial public outreach and review of working documents will be conducted using the network of Mono County Regional Planning Advisory Committees (RPACs) and the Collaborative Planning Team (CPT). The RPACs provide for a community-based planning approach and the CPT ensures broad agency input and collaboration.

The main purpose of this solicitation is to identify and contract with a qualified consultant to perform the scope of work under a FEMA/CalOES grant with a scope of work completion date of March 16, 2026.

All bid materials are posted at <https://www.monocounty.ca.gov/community-development/page/multi-jurisdictional-hazard-mitigation-plan-request-proposals>.

### **Anticipated Scope of Work**

The grant scope of work that may be performed by a consultant, in conjunction with County or Town staff, includes the following:

1. Facilitate Special District Participation/Adoption of MJHMP
  - **Letters of Intent to Participate in MJHMP:** Coordinate/communicate with special districts to secure seven letters of intent or confirm in writing that the District does not wish to participate in the MJHMP. County records show seven Special Districts need to submit letters of intent (below):
    - Antelope Valley Fire Protection District
    - Bridgeport Fire Protection District
    - Chalfant Valley CSD/FPD
    - Paradise Fire Protection District
    - Wheeler Crest Fire Protection District
    - Lee Vining PUD
    - June Lake PUD
  - **Adoption/Annexation of Special Districts into the HMP:** Facilitate plan adoption/annexation of MJHMP by local special districts.
2. Hazard Identification:
  - **Community Profiles:** Update community profiles in the MJHMP. This task will include descriptions of the Town of Mammoth Lakes, Mono County, and the different communities in the County. These profiles provide an overview of the geographic setting, a description of the land uses and planning characteristics, demographic information, and development trends and activities. The profiles will rely on existing information and mapping in the General Plan, as well as new information compiled as part of data gathering for the project. A key component that

will be included in these profiles is the current roadway network that is used for both emergency response activities and potential evacuation purposes.

- Hazard Profiles Development: Review and update the section that describes the type, location, and extent of hazards. Include previous occurrences (e.g., severe repetitive loss and repetitive loss), the probability of future events, update the County's Resource Efficiency Plan (REP; AKA Climate Action Plan) to assess potential impacts of climate change for each hazard type. Climate change will be addressed in the MJHMP in compliance with the requirements of SB 379 and SB 1000. Disaster declarations that have occurred in the region since the last plan was developed will be named/listed and specifically considered during the Hazard Identification phase. The Hazard Identification process will include GIS mapping, Emergency Route Access evaluation and planning, wildfire assessment (via the Community Wildfire Protection Plan [CWPP]), avalanche hazard areas, and threats of potential loss of agriculture land. An understanding of the National Flood Insurance Program (NFIP) program, how to access data, sensitivity of certain information, and how to use that information to fully understand the area's flood risk is critical, along with an understanding of the Community Rating System and how to gain points from a hazard mitigation plan or other outreach efforts that align with a plan update.

### 3. Risk Assessment:

- Wildfire Hazards Assessment: Review and update the current wildfire setting and mapping throughout the County and Town. As part of this discussion and analysis, it is anticipated that a review of the current CWPP will be conducted and referenced within the MJHMP.
- Emergency Access Routes: Review and update the section that describes emergency access issues and criteria for identifying future alternative access routes. At this scale of analysis, it is difficult to identify specific alignments, however the development of criteria that can help with alignment selection is a fairly straightforward process and can help to minimize future challenges. Key aspects that will be considered include property ownership and agency coordination for areas where state and federal agencies have jurisdiction over future activities.
- Vulnerability Assessment: Review and update the section that describes the vulnerability to identified hazards (including to provide an in-depth, technical risk assessment. Include an overall summary of each hazard and its effect on the community, including a general description of types of structures and land uses affected by each hazard. Evaluate specific hazard rating systems and utilize tools such as Hazus Advanced (Level 2 or Level 3, as needed). Local data should be incorporated into the program through comprehensive data management techniques.
- Critical Facilities Loss Estimate: Utilizing the County and Town GIS, update the section that describes the types and numbers of existing and future structures and facilities and an estimate of potential dollar losses. This may entail research of Assessor records, building data, consultation with fire districts/other special districts, and Sheriff's office.
- Land Use Development Trends: Review/update the section that describes the general description of land uses, potential buildout and development trends. Based on updated general plan and associated support studies, adjust section to reflect latest directives. Review and update analysis on community efforts to reduce its risk to natural hazards, evaluated capabilities, or developed risk reduction projects through other plans and processes. Update the narrative to document the connection between the planning grant and these other planning efforts (ineligible plan elements will not be funded by the project).

### 4. Mitigation Strategy:

- Mitigation Goals and Objectives: Review and update the section that describes the mitigation goals and objectives to reduce or avoid long-term vulnerabilities to the identified hazards. Review latest mitigation policy and strategies including loss reduction strategies [as identified in FEMA 44 CFE 201.6 (C)(3)], including those of federal and state agencies, Town and County, local special districts and fire safe councils. This will include Emergency Route Access evaluation and planning, Comprehensive Ranking System (CRS) evaluation, wildfire assessment, and threats of potential loss of agriculture land.
- Mitigation Strategies and Actions Development: Review and update the section that identifies and analyzes a comprehensive range of specific mitigation actions. This section will include an

analysis of progress made on previously identified actions and identify remaining tasks and implementation measures.

- Mitigation Action Matrix Development: Review and update the section that describes the prioritization, implementation, and administration process including the responsible agency for mitigation activities. Include significant outreach to the agencies/entities responsible for implementation to assure resource commitment and timeline accuracy.
5. Plan Preparation
- Capabilities Assessment: Review and update the section that describes the incorporation of existing plans, studies, and reports (including the latest California State Hazard Mitigation Plan). Conduct research of agency plans and resource studies and update section. Participate in ongoing fire and hazard planning processes by other agencies, such as the CPUC, CalFire, Caltrans, USFS, BLM, etc.
  - MJHMP Team Meetings: HMP Team meetings shall occur via telephone or Zoom to ensure regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the meetings is anticipated to include the Project Managers from Mono County and the consultant team. Other staff or agencies will be invited to participate as needed. The status meetings shall occur to ensure the project remains on time and within budget, and that expectations are being met. The consultant shall develop the agenda and prepare a summary of monthly meeting notes with a list of decisions, actions, and responsible party.
  - Plan Maintenance: Review and update the section that describes the methods and schedule of monitoring, evaluating, and updating the plan. Review and update the section that describes the process of incorporating the mitigation plan elements into other planning mechanisms. Review and update the section that describes how the public will continue to participate in the planning process.
6. Plan Drafting:
- Draft MJHMP: Compile information in previous tasks, write draft MJHMP, and publish for public review.
  - Review Draft MJHMP & Receive Input: Conduct outreach to agencies, communities, Town of Mammoth Lakes, County, and other applicable stakeholders. Consider and incorporate input.
  - Draft Final MJHMP: Draft final MJHMP and publish.
7. Public Engagement/Meetings/Public Hearings:
- Develop a Public Engagement Plan and Create Web Content/Outreach Materials:
    - The project team will identify mechanisms for collecting public comment and will then develop web content and outreach materials (postcards/flyers) accordingly.
    - To support the MJHMP update process, web content will be developed that can be used on a dedicated County webpage for this update (similar to the process conducted in 2017-2019).
      - This content will include a description of the update process, ways to provide feedback (schedule of the 4-6 public workshop meetings, two stakeholder meetings, and five RPAC meetings (plus the potential for three special community meetings, if deemed necessary), and an online and hardcopy survey that allows respondents to participate in the process and offer input during plan development. This is an important strategy for inclusion of residents that are isolated geographically but interested in County issues and able to participate virtually.
    - Outreach materials for distribution to the County and Town of Mammoth Lakes, CPT, RPACs and other relevant groups. The materials are intended for wide distribution to allow input from the greatest number of participants.
  - Community Meetings: Attendance at the quarterly CPT meetings, monthly RPAC meetings, and other community meetings as scheduled to discuss the hazard mitigation planning process, share preliminary information with the attendees, and request feedback/input during the planning preparation process, prior to submittal of the final plan to CalOES.

- Attendance at the following meetings:
  - Quarterly CPT meetings (virtual), as needed.
  - Up to eight RPAC/community meetings (in-person; five regularly scheduled meetings and a potential of up to three additional special community meetings, if deemed necessary).
  - Multiple focus group or stakeholder meetings with specific agencies and/or focused on specific topics/hazards, such as transportation, floodplain, avalanche, etc. (usually can be scheduled virtually but some may need to be in-person).
  - Up to two in-person general public meetings, one in north county and one in south county.
  - Up to four virtual or in-person meetings with advisory bodies such as the CPT and decision-making bodies such as the Local Transportation Commission, Mammoth Lakes Town Council, and Mono County Board of Supervisors.
  - Other community meetings as scheduled (typically can be scheduled as virtual meetings).
- The CPT, RPAC/community, stakeholder/focus group meetings are intended to be held during the plan preparation process. The purpose of these meetings will be to discuss the hazard mitigation planning process, share preliminary information with the attendees, and request feedback/input during the planning preparation process.
- The CPT, in-person general public, and decision-making board meetings are intended to review the draft Plan and receive final input prior to submittal to CalOES.

#### 8. Plan Adoption

- Submit Final Plan for State Review: Submit final plan for review by the State at least nine months prior to the end of the performance period.
- Adoption Presentations: Present to Town and County for approval, including development of PowerPoints or other materials needed to present the plan, scheduling public hearings, commission reviews, certification of CEQA documents, and other steps needed for approval. Adoption of the final MJHMP into the Safety Element of the County's General Plan for compliance with AB 2140.
- Facilitate Special District Adoption (As Needed): Facilitate adoption of MJHMP by local special districts, as needed and if applicable.

#### **Timeline and Major Milestones**

The anticipated project timeline with major milestones is as follows:

Draft MJHMP	January 2025
Review Draft MJHMP & Public Engagement/Input	January – March 2025
Final MJHMP	March 2025
Final MJHMP Submitted to CalOES	April 2025
Adoption Presentations TOML & Mono County	Jan/February 2026
Scope of Work Completion (CalOES Due Date)	March 16, 2026
Closeout and Reimbursement Claims (CalOES Due Date)	May 15, 2026
FEMA/CalOES HMP Grant Expiration	June 14, 2026

#### **Budget**

The County's cost estimate for the total project is \$199,980 of which \$179,982 are federal funds funded by the Hazard Mitigation Grant Program available for a consultant. The County recommends consultants build in a contingency line item for the total amount available for consultant work (\$179,982) to ensure the project stays on budget. The cost estimate is based on estimated hours of staff time on the anticipated scope of work described above. The remaining \$19,998 is a County match and will fund staff time. It is possible that some of the federal funding will need to be available to compensate for County and Town staff time as well.

## **RFP Requirements**

To be considered, a consultant responding to this RFP must provide the following items and/or information in its submittal:

- A cover letter which shall provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the company.
- A statement of the consultant's qualifications, including brief biographical profiles of the company and key personnel who will be assigned to work on the project. Any relevant certifications or education should be identified. If applicable, a statement of qualification as a small and minority firm, women's business enterprise, and/or labor area surplus firm (see 2 CFR §200.321), or a disadvantaged business enterprise (DBE).
- Discussion of proposed approach to the above listed project scope, including any assumptions, methodologies, special resources, etc., and a timeline for the completion of the project. If relevant, include any recommendations for additional items which should be added to the project scope to help assure success.
- A brief list of projects similar in scope performed by the consultant on relevant projects with dates of work and references with contact information for each. Projects should demonstrate experience working with special districts and/or conducting a comprehensive needs assessment.
- Current project backlog and the consultant's capacity to commit to the completion of this project.
- A brief statement of qualifications and project summaries for sub-consultants expected to be used on projects, particularly experience working in rural jurisdictions and communities.
- A not-to-exceed cost proposal which is itemized by phase, task, and completion date. Each item must include designated personnel, and estimated hours based upon the Consultant's proposed work plan. Submittal of costs shall include hourly wages showing two separate line items for overhead and profit. Include additional charges for any subconsultant services, equipment, and reimbursable expenses, also showing overhead and profit.
- Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:
  - Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
  - Any other relevant forms required during the project.
- A disclosure of any financial, business or other relationship that the prospective consultant has with the County or any County employee that may have an impact upon the outcome of the selection process of this project. Alternatively, the consultant shall provide a signed statement that no disclosure is being made because no such relationship exists.
- A general statement on the ability to meet the following minimum insurance requirements:
  - ✓ *General Liability*: \$2 million combined single limit per occurrence. An additional insured endorsement applying to the County of Mono will be required upon contract award.
  - ✓ *Automobile Insurance*: \$1 million combined single limit per occurrence.
  - ✓ *Professional Errors and Omissions Liability Insurance*: \$1 million each occurrence/\$1 million policy aggregate.
  - ✓ *Workers Compensation*: in the legally required amount for employees engaged in the work.
- Any additional information demonstrating the consultant's capabilities as related to the selection criteria listed below.

## **Scoring Criteria**

Each submittal will be reviewed to determine if it meets the requirements contained under "Submittal Requirements." An evaluation committee will evaluate the submitted RFPs based on the following criteria and values:

<i>Item</i>	<i>Selection Criteria</i>	<i>Value</i>
1	Familiarity with hazards and characteristics present in Mono County and the Town of Mammoth Lakes.	40 pts
2	Key personnel's professional qualifications and experience, and recent experience in projects comparable to proposed tasks	30 pts
3	Ability to effectively communicate with staff from multiple jurisdictions, and work with this staff as a team	10 pts
3	Demonstrated capability to meet schedules and complete projects without major cost escalations or overruns	10 pts
4	Verification of cost/pricing data, and evaluation of individual cost elements	10 pts
5	<b>Expedited project timeline/completion date; the current MJHMP expires on June 6, 2024.</b>	<b>20 pts</b>

Per the *Pricing Guide for Recipients and Subrecipients under the Uniform Rules (2 C.F.R. Part 200)* and in order to comply with cost analysis requirements under 2 C.F.R. §200.323, the technical evaluation shall also consider the following:

1. An evaluation of estimated necessary labor-hours with an indication as to where adjustments are desirable;
2. Reasonableness of proposed material type, quantity, and necessity (if applicable);
3. The need for acquiring equipment and which equipment should be considered as general purpose or unique to the performance of a particular contract (if applicable);
4. The possibility and availability of recipient or subrecipient property (if applicable);
5. Number, location, and need for any recipient or subrecipient funded trips by contractor personnel;
6. A summary statement as to whether or not labor, material, travel, and other cost elements are reasonable along with the evaluator's rationale.

The evaluation committee may choose to conduct oral interviews with the "short listed" top firms selected from the initial evaluation, or may select a top-ranked consultant based on RFP submittals. Cost negotiation with the top-qualifying firm(s) will follow the evaluation, and then the selected firm will be expected to enter into a contract with the County to govern the provision of those services, including a fee schedule. The contract will need to be approved by the Mono County Board of Supervisors prior to initiation of any services.

Questions about this RFP are **due by 5 pm on Tuesday, February 20, 2024**, and must be sent in writing to [kkarl@mono.ca.gov](mailto:kkarl@mono.ca.gov). Responses to all questions will be posted online only on the RFP webpage by 5 pm on February 23, 2024.

#### **RFP Submittal**

- **Deadline:** To be considered, two hard copies (one unbound) and one digital copy of the consultant's **RFP must be submitted to CDD by 5 pm on ~~Monday, March 4, 2024~~. Monday, March 11, 2024**. Consultants are advised that, due to its remote location, overnight delivery to Mammoth Lakes by USPS, UPS, FedEx, and other carriers should be scheduled as a two-day delivery.
- **Send to:**  
Mono County Community Development Department  
c/o Kelly Karl  
1290 Tavern Rd., Ste 138  
P.O. Box 347  
Mammoth Lakes, CA 93546
- **Modification or Withdrawal of Submittals:** Any RFP received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant prior to the submittal deadline.
- **Property Rights:** RFPs received become the property of the County and all rights to the contents therein become those of the County.
- **Confidentiality:** Before award of the contract, all submittals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all submittals), all responses will be regarded as public records and will be subject



to review by the public. Any language purporting to render all or portions of the submittals confidential will be regarded as non-effective and will be disregarded.

- **Amendments to Request for Qualifications:** The County reserves the right to amend this RFP by addendum before the final submittal date.

#### **Federal Funding Requirements for Contract Award**

This contract award is subject to Federal Funding Requirements (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II). Please see Attachment 3 for more information on applicable FEMA contract provisions/requirements.

#### **Review and Selection Schedule**

Submittals will be evaluated using the criteria described above. It is CDD's intention to evaluate submittals to award the contract, select consultants for interviews if necessary, and notify those consultants within two weeks of the deadline for submittals. A consultant could be notified of selection for contract award within two weeks of the interview date.

Before a formal award is made, the County will confirm that the consultant is not listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.48.

This RFP does not commit the County to award the contract, to pay any costs incurred in preparation for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so.

Please contact Kelly Karl, at (760) 924-1809 or by email at [kkarl@mono.ca.gov](mailto:kkarl@mono.ca.gov) should you have any questions or comments regarding this request.

#### **Links:**

1. 2019 Town of Mammoth Lakes & Mono County Multi-Jurisdictional Hazard Mitigation Plan: [https://monocounty.ca.gov/sites/default/files/fileattachments/planning\\_division/page/9617/mono\\_county\\_mjhmp\\_final\\_052919\\_w-appdx.pdf](https://monocounty.ca.gov/sites/default/files/fileattachments/planning_division/page/9617/mono_county_mjhmp_final_052919_w-appdx.pdf)

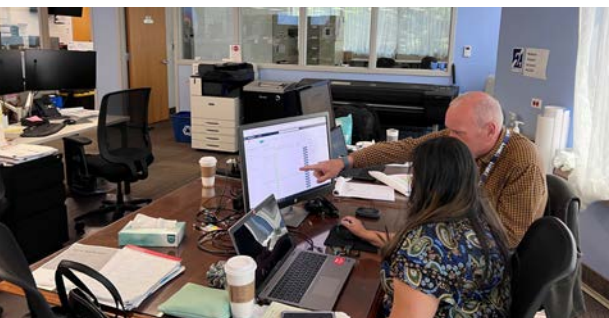
#### **Attachments**

1. Draft 2024 Schedule/Budget for Grant
2. FEMA Contract Provisions Guide

# HAZARD MITIGATION PLAN UPDATE



*A Proposal for Mono County Community Development Department*



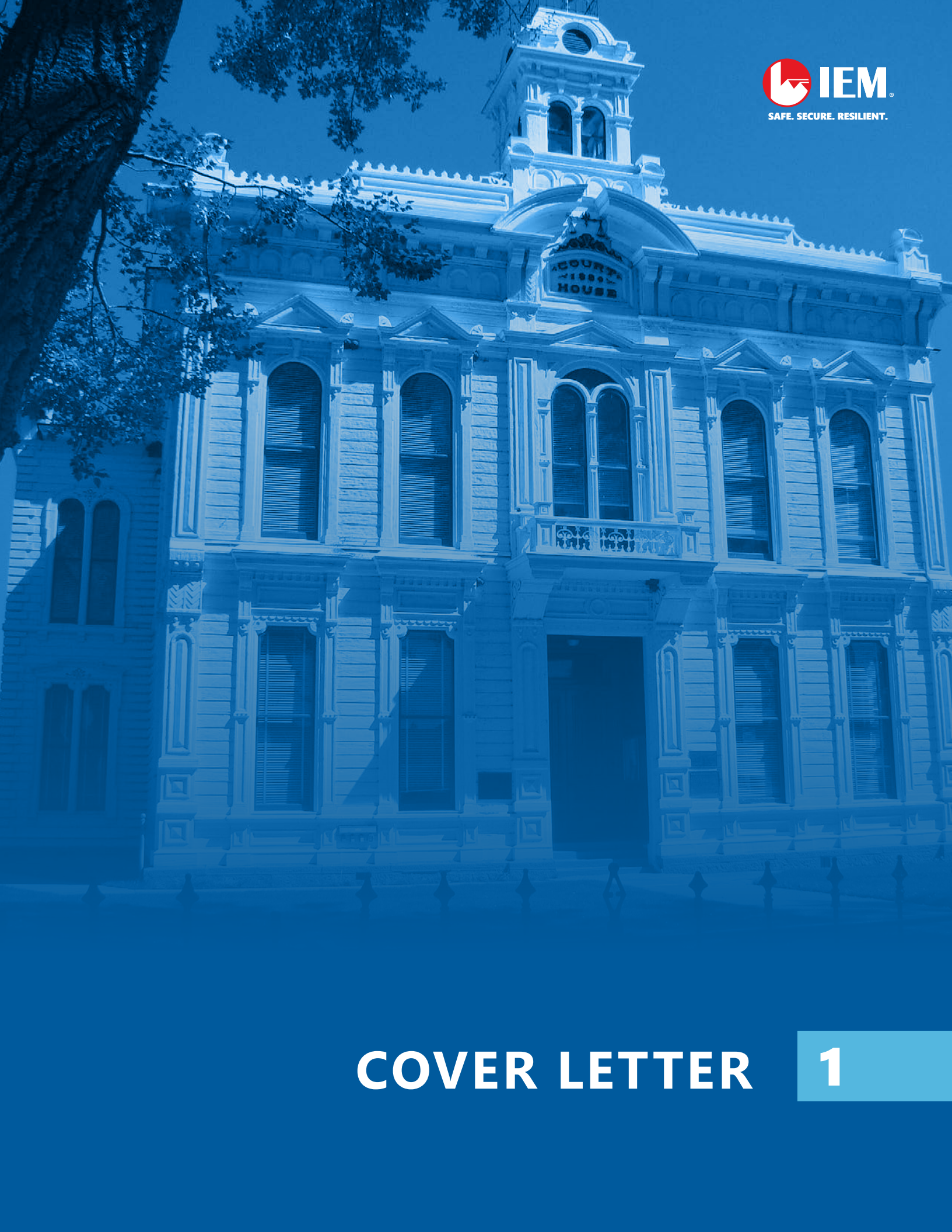
MARCH 4, 2024

# Table of Contents

1.0 COVER LETTER.....	2
2.0 STATEMENT OF QUALIFICATIONS .....	4
2.1 Key Personnel .....	5
2.2 WBE/MBE .....	7
3.0 PROPOSED APPROACH .....	9
3.1 Facilitate Special District Participation/Adoption of MJHMP .....	12
3.2 Hazard Identification.....	12
3.3 Risk Assessment .....	13
3.4 Mitigation Strategy .....	17
3.5 Plan Preparation.....	19
3.6 Plan Drafting .....	20
3.7 Public Engagement/Meetings/Public Hearings .....	20
3.8 Plan Adoption .....	23
3.9 Assumptions, Methodologies, Special Resources .....	23
3.10 Timeline .....	23
4.0 SIMILAR PROJECTS.....	26
4.1 IEM’s Capacity to Commit.....	28
5.0 COST PROPOSAL.....	30
APPENDIX A: RESUMES.....	32
APPENDIX B: FORMS .....	60

This page was intentionally left blank.





# COVER LETTER

1



P.O. Box 110265  
Research Triangle Park, NC 27709

919-990-8191

[www.iem.com](http://www.iem.com)



Kelly Karl  
Planner  
Mono County Community Development Department  
1290 Tavern Rd., Ste 138  
Mammoth Lakes, CA 93546

Dear Kelly Karl:


IEM International, Inc. (IEM) is pleased to respond to a Request for Proposals from the Mono County Community Development Department to update the Mono County and Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan (MJHMP).

For 39 years, IEM has assisted local communities, states, tribes, and other planning entities with all phases of emergency management, disaster response, and recovery, including hazard mitigation planning and program development. IEM is excited to have the opportunity to be a part of the evolution of Mono County's planning process and stands ready to implement experience and lessons learned through decades of countywide level hazard mitigation planning and implementation. Our planning team will ensure the Mono County HMP is up-to-date and relevant.

IEM will deliver mitigation implementation tools that the County can enact immediately. We will ensure the HMP meets or exceeds FEMA planning requirements, incorporates initiatives from stakeholders and the public, and reflects the County's goals.

The undersigned, **Keith Reynolds**, is an officer of IEM and is authorized to negotiate on IEM's behalf and to obligate IEM to perform the commitments outlined herein. Mr. Reynolds can be reached by telephone at 225.952.8191 ext. 8917, by email at [Contracts@iem.com](mailto:Contracts@iem.com), or by mail at the address included in the letterhead above. **Jeanne Bunting**, the programmatic contact for IEM's proposal, can be reached by telephone at 785.554.9978 or via email at [Jeanne.Bunting@IEM.com](mailto:Jeanne.Bunting@IEM.com).

Sincerely,

DocuSigned by:  
  
Keith Reynolds

Manager, Contract Administration



# QUALIFICATIONS



## 2.0 STATEMENT OF QUALIFICATIONS

In serving the nation in various capacities, IEM has completed many hazard mitigation plans and projects funded by federal programs. **Figure 1** on the following page highlights IEM’s use of the **Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM), Flood Mitigation Assistance (FMA), Build Resilient Infrastructure and Communities (BRIC), Community Development Block Grant Disaster Recovery (CDBG-DR), and Community Development Block Grant Mitigation (CDBG-MIT) funds** to complete hazard mitigation assistance projects and plans nationwide. Mono County, California’s Eastern Sierra, boasts of sparkling clear waters such as Mono Lake with its ancient inland sea & bird sanctuary, hot springs, and hiking trails, making it a paradise for outdoor enthusiasts and nature lovers.

However, Mono County and the town of Mammoth Lakes are not immune to natural disasters. IEM can assist the County, the Town of Mammoth Lake, and its special districts in updating their Multi-Jurisdictional Mitigation Plan. This will help Mono County and the plan participants break the cycle of disaster damage and recovery. IEM will support the county throughout the process, from identifying and reaching out to stakeholders to conducting a risk assessment and developing a comprehensive mitigation strategy. This strategy will address all hazards identified by the County, including wildfire, severe winter weather and snow, earthquake and seismic hazards, volcanoes, climate change and all other hazards facing the County, Town of Mammoth Lakes, and the special districts within. IEM will facilitate meetings and outreach, research and collect data, and develop goals, objectives, and actions. We will present a completed draft plan update. Our team of former State Hazard Mitigation Officers, skilled support staff, connections, and experience with Hazard Mitigation Plans will provide the necessary capabilities, expertise, and qualifications to develop the Mono County and Mammoth Lakes Multi-Jurisdiction Hazard Mitigation Plan.

### IEM Years of Experience

39+ Preparedness Planning

39+ Administrative Support & Program/Grant Management

27+ Response & Recovery (PA)

28+ Exercise & Training

21+ Mitigation & Risk Reduction



**IEM. COAST to COAST EXPERIENCE**

**14+ Yrs** SHMO Expertise

**\$1.7B** Global Match Approved

**97%** Proven BCA Success Rate

**Advanced Level** HAZUS Capabilities

**EMAP** Accreditation Successes

**HELPING COMMUNITIES BE SAFE, SECURE, and RESILIENT**

★ Employs Former State Hazard Mitigation Officer

### Hazard Mitigation Assistance

- Division of Homeland Security and Emergency Services (NY) | HMGP | PDM | FMA | BRIC | CDBG-DR
- Nebraska Emergency Management Agency (NE) | HMGP | PDM | FMA | BRIC
- Virginia Department of Emergency Management (VA) | HMGP | PDM | FMA | BRIC
- Division of Emergency Management (UT) | HMGP | PDM | FMA
- Governor's Office of Homeland Security and Emergency Preparedness (LA) | HMGP | PDM | FMA | SWIFT
- Georgia Emergency Management and Homeland Security Agency (GA) | HMGP | PDM | BRIC | FMA
- Delaware Emergency Management Agency (DE) | HMGP | BRIC | FMA
- Central Office for Recovery, Reconstruction, and Resiliency (PR) | HMGP
- Galveston County (TX) | HMGP | CDBG-MIT
- Iowa Homeland Security & Emergency Management (IA) | HMGP
- Indiana Department of Homeland Security (IN) | HMGP
- Office of Community Development (LA) | HMGP
- City of Houston (TX) | HMGP
- Assumption Parish (LA) | HMGP
- Tensas Parish (LA) | HMGP
- Washington Parish (LA) | HMGP
- Jacksonville State University (AL) | HMGP
- Florida Keys Electric Cooperative (FL) | PDM
- Eddy County (NM) | PDM
- Puerto Rico Department of Housing (PR) | CDBG-DR | CDBG-MIT
- Harris County Water Control & Improvement District No. 74 (TX) | CDBG-DR
- City of Logan (UT) | BRIC
- Port of Charleston (SC) | HMGP
- Philadelphia OEM (PA) | FMA | SWIFT
- Utah Direct Technical Assistance
- MT Montana Disaster Mitigation & Resiliency Program

### Local Hazard Mitigation Plan

- City of Diamond Bar (CA)
- City of Georgetown (TX)
- City of Grand Prairie (TX)
- City of Leander (TX)
- East Feliciana Parish (LA)
- Iberville Parish (LA)
- Rapides Parish (LA)

### Multi-Jurisdictional Hazard Mitigation Plan

- Chester County (PA)
- Chittenden County (VT)
- Herkimer County (NY)
- Mississippi Emergency Management Agency (MS)
- Santa Clara County (CA)
- Washington County (OR)
- San Patricio County (TX)
- Rensselaer County (NY)
- Glenn County (CA)

### Regional Hazard Mitigation Plan

- MT Regional Hazard Mitigation Plan Reviews

### State Hazard Mitigation Plan

- Alabama Emergency Management Agency (AL)
- Delaware Emergency Management Agency (DE)
- Division of Homeland Security and Emergency Services (NY)
- Florida Division of Emergency Management (FL)
- Governor's Office of Homeland Security and Emergency Preparedness (LA)
- Nebraska Emergency Management Agency (NE)
- Tennessee Emergency Management Agency (TN)

### Tribal Hazard Mitigation Plan

- Seminole Tribe of Florida | Enhanced (FL)

Figure 1: IEM's Coast-to-Coast Experience

## 2.1 KEY PERSONNEL

IEM has an outstanding record of success in collaborating on new and updated plans, particularly within the Mitigation Programs division. By employing a whole-community approach, the team ensures inclusive and cohesive efforts with all necessary stakeholders. Led by a diverse group of professionals with varied backgrounds and expertise, the team is well-equipped to meet the unique needs of each community within the planning area. Their commitment to excellence is evident in the dedicated work of **Michele Jones** (Program Manager), **Jeanne Bunting**

(Project Manager), **Casey Garnett** (Deputy Project Manager/Lead Planner), **Myrna Chase** (planner and outreach specialist), **Kate Smith** (GIS and planner), **Lisa Poziomek** (planner), and **Sabrina Lunsford** (planner). Fire and other wildfire subject matter experts **Kenneth Taylor** and **Diana Rothe-Smith** will be able to complete the wildfire/CWPP portions of this plan update. IEM's experience writing and updating Hazard Mitigation Plans, combined with our nationwide presence and in-depth understanding of various hazard types, allows us to introduce best practices and innovative solutions tailored to the needs of each community they serve. With our collaborative approach, diverse expertise, and commitment to excellence, IEM is the ideal partner to assist the County of Mono and the Town of Mammoth Lakes with their Multi-Jurisdictional Hazard Mitigation Plan (MJHMP). All efforts will be made to include the RFP-identified special districts in the plan. Full resumes of our key personnel are located in **Appendix A: Resumes**. Below is an organizational chart for the proposed IEM team:

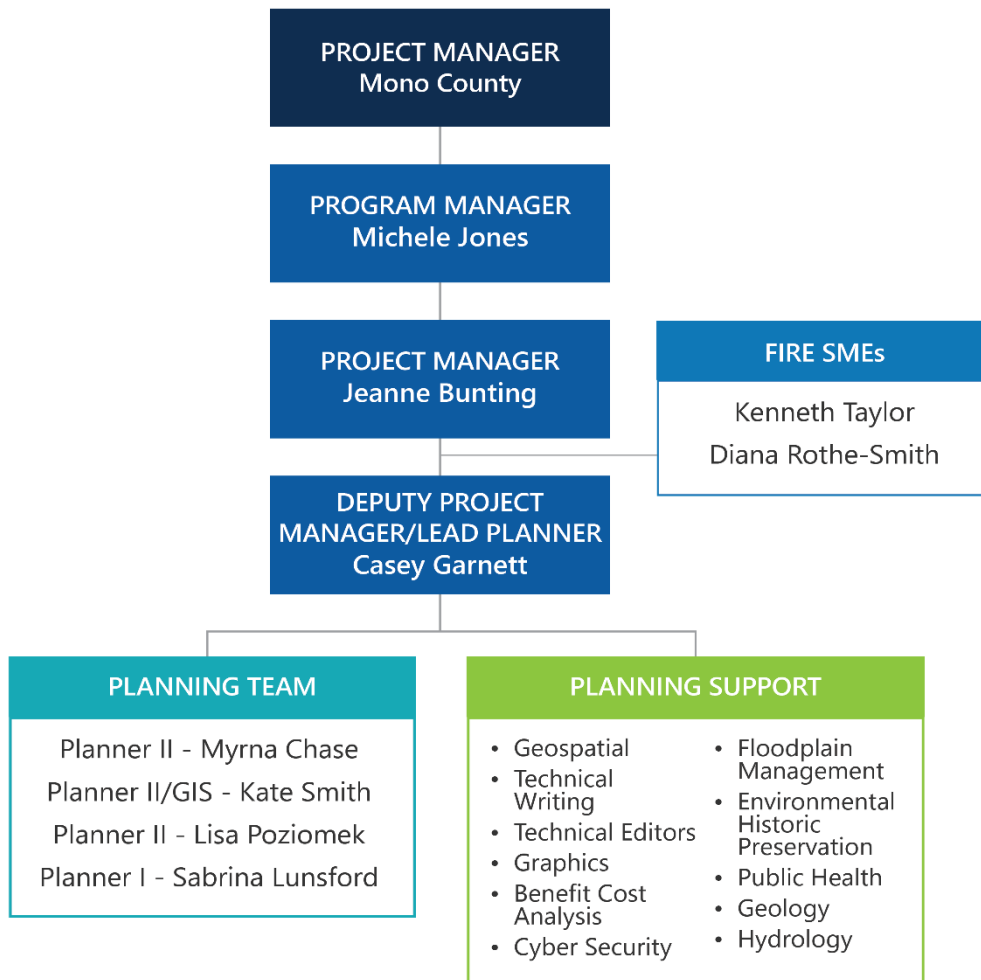


Figure 2: Organizational Chart

## 2.2 WBE/MBE

For nearly four decades, IEM International, Inc. (IEM) has been at the forefront of supporting the nation's most significant emergency management initiatives, including homeland security, disaster preparedness, mitigation, and response and recovery projects. Founded by Madhu Beriwal in 1985, IEM is headquartered in Morrisville, North Carolina. IEM is the world's largest woman- and minority-owned homeland security and emergency management company.

IEM holds a Women's Business Enterprise (WBE) certification through the Women's Business Enterprise National Council (WBENC) and a WBE and Minority Business Enterprise (MBE) certification from the National Women Business Owners Corporation (NWBOC). IEM presents our WBE and MBE certifications in **Appendix B: Forms**.

# PROPOSED APPROACH

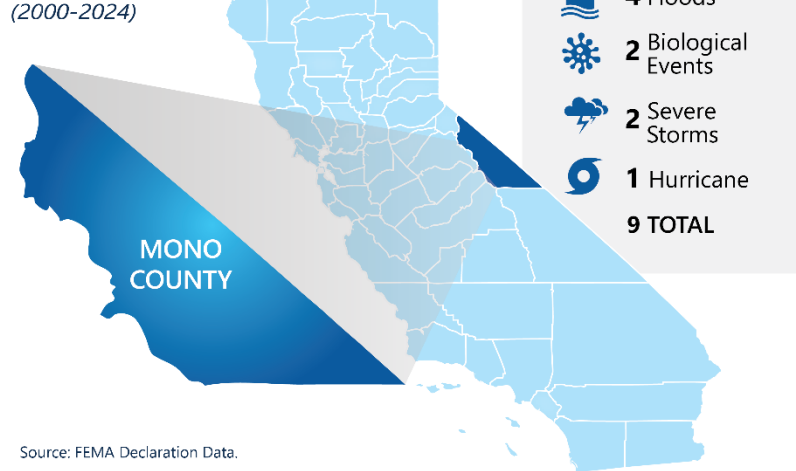
3



### 3.0 PROPOSED APPROACH

IEM stands ready to collaborate with the County to develop an MJHMP that reflects the risks, needs, and values of Mono County, the Town of Mammoth Lakes, and their planning partners. As “California’s Eastern Sierra,” Mono County’s serene natural landscape, historic attractions like Mono Lake, the Sierra Nevada Mountain range, and over two million acres of forests, streams, and rivers make it an attractive place to live and work. It also brings with it unique considerations like the possibility of severe winter weather, an influx of temporary visitors, particularly during the peak winter season, small communities with few alternative access routes, and challenges fighting wildfire like steep slopes, narrow roads, and a lack of a reliable water source.

#### FEMA Disaster Declarations for Mono County, CA (2000-2024)



Source: FEMA Declaration Data.

We commend the County and Town's work to address these and other kinds of risk, including introducing the new READY Mono preparedness and response portal. The 2026 MJHMP planning process represents the opportunity to reevaluate the participating jurisdictions' risks, vulnerabilities, mitigation capabilities, and overarching approach to reducing the loss of life, property, and livelihoods from hazards. Through active jurisdiction, stakeholder, and public participation, we will help Mono County, the Town of Mammoth Lakes, and the special districts (i.e., the plan participants) assess, prioritize, and identify mitigation actions to reduce the risks of the hazards the jurisdictions select and continue to ensure Mono County is a safe place to live, work, and recreate.

**Local Mitigation Planning Policy Guide**  
 FP 206-21-0002  
 Released April 19, 2022, Effective April 19, 2023  
 OMB Collection #1660-0062  
 FEMA

IEM understands that the County seeks an experienced firm with a background in developing hazard mitigation plans in accordance with Hazard Mitigation Grant Program (HMGP) requirements to assist with updating the existing MJHMP following the requirements of the Disaster Mitigation Act of 2000 (DMA 2000) and its implementing regulations in 44 CFR Part 201, under 44 CFR Part 201.6 (Local Mitigation Plans). Furthermore, the updated MJHMP will follow the most recently published FEMA and Cal OES guidelines. This plan, once adopted, will allow Mono County and its partners to remain eligible for HMGP, HMGP-PF, BRIC, FMA, and other grant funding. Our staff understands the value of having a current adopted hazard mitigation plan and appreciates that both jurisdictions see the MJHMP as a crucial resource for mitigation activities. Our staff has been at the forefront of developing plans in California that meet the new Federal Emergency Management Agency (FEMA) guidance outlined in the Local Mitigation Planning Policy Guide, which went into effect on April 19, 2023.

**IEM completed the Santa Clara County Multi-jurisdictional Hazard Mitigation Plan, one of the first in California to be approved under the new planning guidance.**

One way in which we ensure timely delivery and review is through our compliance with state and federal policy throughout the planning process. Casey Garnett, our Lead Planner for this project, also provides clients with her knowledge of plan development as a former FEMA plan reviewer well-versed in the current guidance from the federal perspective. This ensures our clients are aware of the significant changes that have been made to the prior mitigation planning process, including an increased emphasis on stakeholder participation, such as engaging underserved communities and socially vulnerable populations, evaluating the impacts and potential mitigation measures for community lifelines, incorporating climate change, and expanding mitigation actions. New methods are necessary for mitigation plans to meet these elements. IEM’s flexible approach, emphasis on meeting our client’s needs, and ability to adapt our services based on best practices and lessons learned have served us well during the transition to this new guidance. Throughout the Mono County MJHMP update process, we will work closely with Cal OES and FEMA to ensure our approach continues to meet or exceed industry requirements. The technical and administrative services we are offering are represented by the six tasks shown below in **Figure 3**.

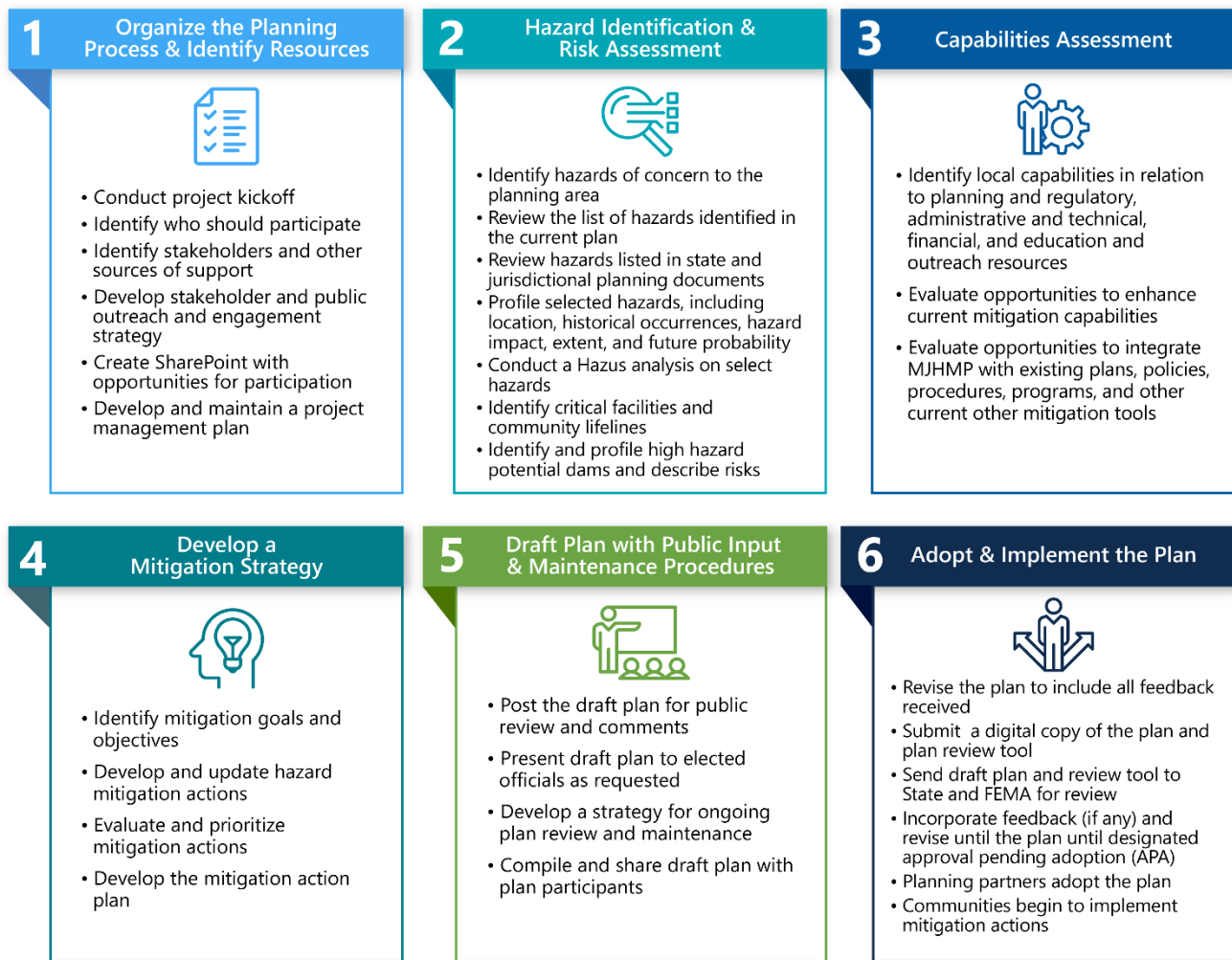
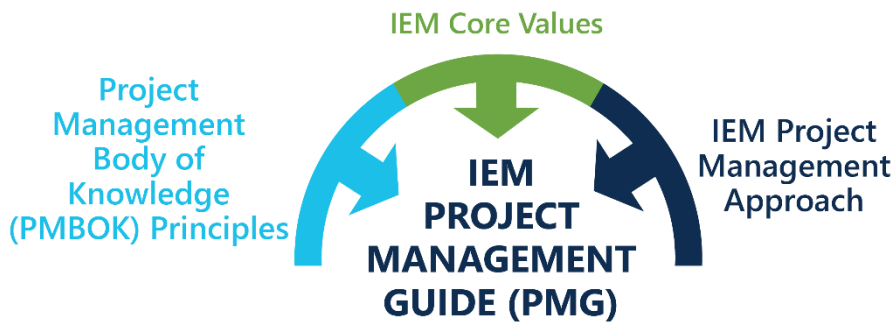


Figure 3: Six Task Plan

At IEM, we believe project management is critical to the success of every project we undertake. IEM’s approach to project management has been honed through decades of providing high-quality, cost-effective services and excellent customer responsiveness to a variety of government and private-sector clients. IEM’s project management

process is designed to ensure consistent engagement with Fresno County throughout the project, quality and timely deliverables, and the ability to pivot depending on our client’s changing needs. The IEM Project Management Guide (PMG) is used for all IEM projects and represents our Project Management methodology, which combines IEM’s Core Values with the principles set forth in the Project Management Institute’s Guide to the Project Management Body of Knowledge (*PMBOK® Guide*).



Through IEM’s approach to Project Management, our customers benefit from:

- Consistent delivery of high-quality work across all deliverables.
- Operational efficiencies that enable IEM to meet schedule and budget constraints.
- A scalable process supporting the flexible and responsive performance of project teams.
- Projects that produce meaningful outcomes and create value.
- Readily available metrics to track financial, resource, and schedule status.
- Robustness sufficient to keep IEM staff working at peak performance regardless of demand or ongoing disaster events.

Our work is also strongly informed by the preferences of our clients. A hallmark of our approach is the fact that our plans are not templated but tailored to meet the individual needs of our clients. We strive to ensure consistent, open, and collaborative communication starting from the very first meeting throughout the planning process. During the admin kick-off meeting, IEM will work with the Mono County Community Development Department (CDD) to create a meeting schedule and develop a list of key stakeholders and agencies who will participate in the planning process. IEM believes in a Whole Community approach to planning. This approach calls for engaging all community sectors in the four phases of emergency management—preparedness, response, mitigation, and recovery. From this perspective, emergency management is viewed as a shared responsibility among all levels of government and all community sectors. We will work with the CDD to identify a broad range of stakeholders and opportunities for public involvement. We will also establish an approach to regular MJHMP Planning Team touchpoints, such as a weekly, biweekly, or monthly meeting between the IEM team and the Mono County Project Managers. If county staff time allows, we also recommend implementing a rolling review process of the draft plan as sections, ensuring transparency of our work and allowing us to adapt on an ongoing basis to meet the expectations of the county.

In addition to drafting the plan update, IEM will be responsible for facilitating and conducting all planning meetings and workshops as described in the RFP. With the guidance of CDD, the IEM team will ensure that all workshop content and supporting materials, including meeting notes, will be developed and provided to the participants. Our staff are comfortable and experienced in conducting both in-person and virtual meetings. In our experience, hybrid planning meetings typically have the best attendance, particularly in the post-COVID environment. We will work with CDD to identify the best meeting format for the county. Sometimes, key stakeholders are unable to attend group meetings despite best efforts to pick times best for all. As a part of our planning approach, we will offer one-on-one follow-up meetings and outreach to ensure missing information is gathered from all key partners identified by CDD. Documentation and note-taking will be performed by IEM and distributed as requested. A SharePoint site

will be provided to ensure maximum visibility of all documents and documentation, including meeting notes and presentations. Together, IEM will work with the CDD, plan participants, stakeholders, and the public to ensure the draft plan is developed by January 2025.

### 3.1 FACILITATE SPECIAL DISTRICT PARTICIPATION/ADOPTION OF MJHMP

IEM understands that under the new mitigation grant guidance, FEMA expects special districts to participate in and adopt the applicable local hazard mitigation plan in order to be able to apply directly for FEMA mitigation grant funding. To ensure Mono County's special districts remain eligible to apply themselves for mitigation grants, IEM will be responsible for connecting and coordinating with the seven special districts to confirm their participation in this plan update. This includes working with:

- Antelope Valley Fire Protection District
- Bridgeport Fire Protection District
- Chalfant Valley CSD/FPD
- Paradise Fire Protection District
- Wheeler Crest Fire Protection District
- Lee Vining Public Utility District (PUD)
- June Lake PUD

The process begins by securing letters of intent from each District that wishes to participate or written confirmation that the District does not want to participate in the MJHMP update. For those who wish to participate, IEM will provide a sample letter of intent, develop an annex on their behalf, and coordinate with them as full participants in the planning process. If any of the identified Districts do not or cannot participate at this time, IEM will work with them to confirm their intent not to participate and document any recommended information, plans, studies, or other resources they could provide the rest of the plan participants.

In our experience, special districts often have important connections to the community and valuable data in addition to representing crucial community lifelines in California. Our staff has recently supported special districts via email, calls, and through meetings designed to engage their staff and draft annexes that reflect their unique legal and geographic statuses. A recent example of our experience includes our work with the Santa Clara Valley Water District, which provides water to Santa Clara County and relies on our support in developing the Santa Clara MJHMP update in order to be eligible to receive mitigation grant funding from FEMA. Throughout the plan update, we engaged with Valley Water on topics including the NFIP, locations of vulnerable communities, historic flood records, flood risk reduction capabilities, and more. This data was integrated throughout the plan in the applicable sections and in Valley Water's annex, which Cal OES and FEMA approved in accordance with the new planning guidance. This success was partly due to IEM's consistent communication and frequent meetings and calls with the special district to ensure their unique needs were met. We can provide similar dedicated support to Mono County's special districts.

### 3.2 HAZARD IDENTIFICATION

IEM will conduct advanced Hazard Identification and Risk Assessment (HIRA) to help the plan participants identify and analyze the impact of hazards of concern and specific jurisdiction vulnerabilities. IEM will facilitate a discussion with the plan participants on what hazards to assess as part of this plan update at the Kickoff Meeting. This could include the hazards currently profiled, including avalanche, dam failure, disease/pest management, drought, earthquake and seismic hazards, extreme heat, flood, landslides, hazardous materials, severe wind, severe winter weather, snow, volcanoes, and wildlife collisions, as well as new hazards identified by the plan participants. In order to help facilitate this discussion, IEM will provide an overview of the hazards identified in neighboring plans and the 2023 State Hazard Mitigation Plan. In addition, IEM will be responsible for:



- **Community Profiles:** IEM will update the Community Profile section of the MJHMP, including a description of the physical setting, history, community demographics, land uses, development trends and future development, infrastructure systems, and critical facilities for each of the plan participants. The current descriptions will be expanded to include the community lifelines, or essential service elements, outlined in FEMA’s Lifelines Toolkit 2.0, including a more detailed description of transportation infrastructure for emergency response and evacuation purposes. Further, IEM will lead discussions on how any changes in development have increased or decreased hazard vulnerability.
- **Hazard Profiles Development:** IEM will be responsible for updating and drafting all hazard profiles, including clearly identifying all required elements such as the type, location, and extent of hazards, previous occurrences, severe repetitive loss and repetitive loss structure, future probability, and the influence of climate change on the hazards. There will be an in-depth discussion of how climate change has affected past and current hazard occurrences and how climate change is projected to affect the development and occurrence of future hazard incidents. Each profile will also include clear and factual problem statements outlining the underlying risks the plan participants seek to mitigate.
- **GIS Mapping:** IEM’s experienced GIS Team will support the update of GIS maps. This could include but is not limited to maps of high-risk hazard areas, areas with vulnerable populations, areas of mitigation interest, and the wildland-urban interface.
- **National Flood Insurance Program (NFIP):** Our staff will coordinate with the appropriate agencies to document the jurisdictions’ participation in the NFIP and repetitive loss/severe repetitive loss information as required. This information can not only help meet minimum mitigation planning requirements but also support identifying needs for mitigation actions.

In addition, the Hazard Identification process will integrate information on Emergency Route Access evaluation and planning, the wildfire assessment, avalanche hazard areas, and threats of potential loss of agricultural land. Further details on how the complete hazard assessment will be conducted are included below.



Figure 4: Community Lifelines

### 3.3 RISK ASSESSMENT

A thorough understanding of risk and vulnerabilities will be vital to developing local mitigation actions that meet the unique needs of the plan participants. IEM will review existing plans, studies, reports, and technical information, including the updated 2023 California State Hazard Mitigation Plan, California Adaptation Planning Guide, Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities, Guides to Expanding Mitigation, and other applicable guidance documents. Using additional tools, including multiple tools that have been developed since the last plan update, like FEMA’s National Risk Index, NOAA’s Storm Events Database, the

Climate and Economic Justice Screening Tool, Flood Insurance Studies, USGS ground acceleration mapping, NOAA Storm Events Database, the U.S. Drought Monitor, Cal OES's My Hazards, Cal Fire hazard risk mapping, a digital stakeholders survey, and interviews with individuals and stakeholders as necessary will enable IEM and the plan participants to update the risk assessment with the best available data.

IEM will also help complete the wildfire hazards assessment. IEM has worked with multiple jurisdictions across northern California, including conducting hundreds of Phases I, II, and III ESAs for the 2018 Carr and Mendocino Fires and engaging in a variety of wildfire projects with multiple counties within the Bay Area, the Bay Area UASI, Los Angeles County Office of Emergency Management, Los Angeles Worldwide Airports, Orange County Transportation Authority, Kern County, and San Diego County. Our team has helped map and model Fire Hazard Severity Zones (FHSZ), the Wildland Urban Interface (WUI), at-risk areas fire spread modeling using multiple spatial and weather scenarios, and locations of vulnerable populations for planners. We will integrate the following steps for developing a Community Wildfire Protection Plan into the MJHMP update.

## 8-STEPS TO DEVELOPING A COMMUNITY WILDFIRE PROTECTION PLAN



Figure 5: Community Wildfire Protection Plan Approach

Our planning team will also help review and update the section on emergency access issues and criteria. While it is acknowledged that specific alignments may be difficult to identify, there is still an opportunity to identify mitigation opportunities.

IEM will further develop a vulnerability assessment, which includes a critical facility loss estimate and evaluation of current land use development trends. Under the new planning guidance, our staff is familiar with how Cal OES FEMA is looking more closely at the Vulnerability Assessment to understand not just general statements on who or what may be the most vulnerable but more jurisdiction-specific details and a rationale for *why* these community-identified assets are vulnerable. To help meet these requirements, we will develop problem statements that clearly connect the vulnerability assessment to the mitigation actions selected. Integrating local information, like working with the Mono County Public Health Department to identify areas of mitigation interest that could address the risks of access and functional needs populations, can help make this vulnerability assessment a useful resource when developing effective mitigation actions.

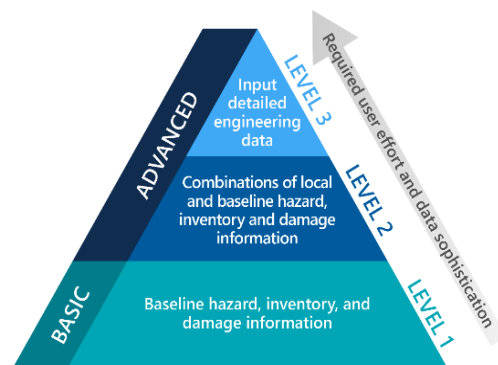


Figure 6: Levels of HAZUS Assessment

IEM's GIS Team will work with the plan participants to analyze and map areas of concern and vulnerability and ensure the best available data is incorporated into the loss estimate. In updating the plan, IEM's seasoned GIS Team can utilize the FEMA HAZUS 6.1 Risk Assessment Tool to estimate damage from the hazards for which there are HAZUS modules. The HAZUS software analyzes the effect of the hazards on critical facilities and infrastructure. It produces potential damage and loss estimates for all public and privately owned assets in the planning area. HAZUS Modules are available to assess risk from flooding, earthquake, and high winds-related hazards. The GIS Team's use of HAZUS data is even more effective in predicting damage estimations based on stakeholder input about hazard locations and structural values. Incorporating more specific information on the City's critical infrastructure will provide higher-quality data for decision-makers. We will work with the plan participants and all relevant stakeholders to identify and incorporate this kind of data. Using historic or scenario-based modeling, we can generate projected economic losses, building damage, and social impacts for those hazards that HAZUS does not model.

The IEM team of geospatial experts brings a broad array of tools for analyzing complex data and sharing results in a way that makes data meaningful for decision-makers through static maps and dynamic online solutions. Our team has developed numerous geospatial solutions, including custom web applications and dashboards, to enhance customer ability to better understand their capabilities, risks, and challenges. The graphic below includes an example of the kind of informative data our GIS team can provide.

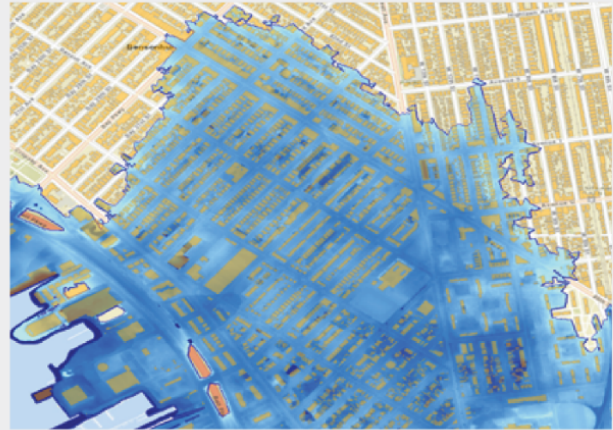
## IEM's Advanced HAZUS Runs Helps New York City Analyze Natural Hazard Risk

IEM GEO ran loss estimation modeling to help assess potential vulnerability and losses associated with hazards impacting New York City. These hazards include coastal flooding, inland flooding (e.g., moderate stormwater flooding), coastal storms (flooding and wind), and earthquakes. To perform these analyses, the team used FEMA's Hazus 6.0 software, which identifies areas at high risk for natural hazards and estimates the physical, economic, and social impacts of probabilistic and deterministic events.

To provide accurate loss estimates, the IEM GEO team performed an Advanced Level 2 Hazus analysis. This required developing an updated user defined dataset to replace generalized national data with local inventory of buildings, essential facilities and infrastructure, and generated flood depth maps that represent extent and water depth for inland, coastal and sea level rise flood scenarios.

Developing the user defined datasets required aggregating NYC open source data to make updates to the default Hazus inventory. IEM GEO utilized a dasymetric mapping technique and modified the census block geometry to represent the building footprint. The new census block building footprint was then aggregated with a point geometry building dataset with updated content such as building height, area, estimated replacement costs, and occupancy type and then was imported into Hazus to update the General Building Stock data. Other updated inventory includes the essential facilities, such as medical centers or fire stations; transportation facilities and components; utility facility components; and high-loss structures, such as dams and nuclear power plants.

Flood depth maps were developed using NYC open data digital elevation models (DEM) and FEMA preliminary flood insurance rate maps. IEM GEO used base flood elevations (BFE) to create a water surface elevation level grid (WSEL) to represent the height of the flood water, then subtracted the DEM from the WSEL to produce depth of flood water while factoring ground elevation. In the absence of BFEs, the flood extent polygon boundaries were used to create a WSEL. These flood depth maps were combined with the dasymetric building footprint dataset for coastal and inland flooding runs and improved the accuracy of the flood loss estimates.



*Figure: Building Footprint Dasymetric Data and 2080 Sea Level Rise Water Depth Extent in Kings County, NY*

Model runs were completed for the following:

- Coastal flooding for 100- and 500-year flood events
- Coastal flooding for 2050, 2080, and 2100 sea level rise flood events
- Inland flooding for current sea level and 2050 sea level rise flood events
- Historic 1884 epicenter earthquake event
- Probabilistic earthquake event for 100, 250, 500, 1,000 and 2,500 year return periods
- Historical 2012 Hurricane Sandy coastal storm with storm surge
- Probabilistic coastal storms for 20, 50, 100, 200, 500 and 1,000 year return periods
- Coastal storms with storm surge for 20, 50, 100, 200, 500 and 1,000 year return periods

Throughout the project, IEM GEO compiled documentation material to provide NYCEM with a data dictionary, the intermediate data, Hazus run settings, and overall results and findings into a Methodology report.

Further, our maps and data analysis can be used to overlay areas of known vulnerabilities or important community lifelines with high-risk hazard locations. This information helps decision-makers determine where to prioritize mitigation efforts. The following demonstrates an example of this kind of work.



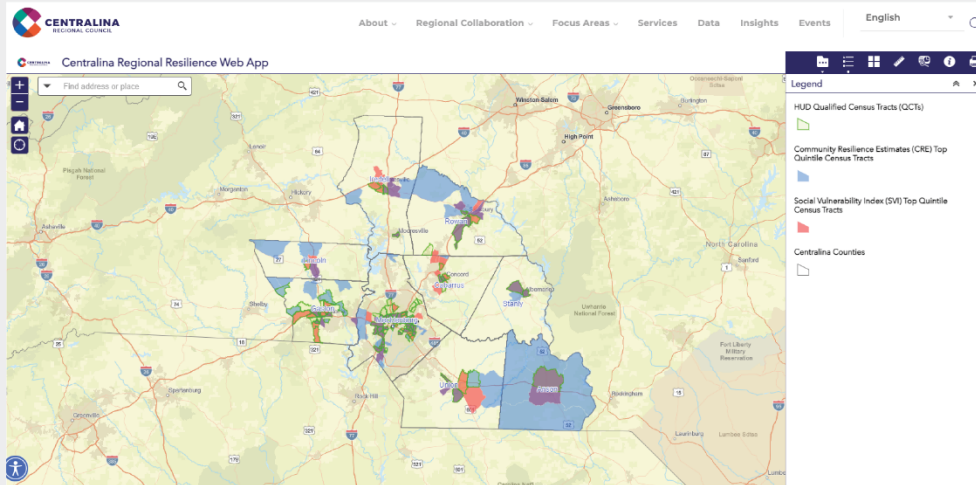


Figure 13: Centralina GIS Equity and Resilience Mapping Tool

IEM GEO developed an ArcGIS Online web mapping application known as the Centralina GIS Equity and Resilience Mapping Tool for the Centralina Economic Development District (CEDD) to allow users to better understand regional infrastructure and vulnerabilities in the nine-county Centralina region centered around Charlotte (Figure 13). The tool identifies critical facilities and infrastructure, hazard layers such as floodplains, and resilience and vulnerability measures such as the CDC’s Social Vulnerability Index and the Census Bureau’s Community Resilience Estimates (CRE).

Figure 7 Centralina GIS Equity and Resilience Mapping Tool

### 3.4 MITIGATION STRATEGY

After the Hazard Identification, Risk Assessment, and Capabilities Assessment are complete, IEM will help facilitate the development of the Mitigation Strategy. An effective mitigation strategy serves as a blueprint for reducing the potential losses within the planning area. FEMA reports that, on average, natural hazard mitigation saves six dollars for every dollar spent. Investing in mitigation is a proactive way the plan participants could take to adapt to a changing world and the real risks of future disaster events, which could result in loss of life, property, and livelihoods. Our experts understand how to collaboratively develop risk-based, capabilities-informed actions. Results of the risk assessment, capability assessment, and public engagement opportunities will be used to develop a mitigation strategy that fits the needs and capabilities of the plan participants. IEM will collaborate with the plan participants, stakeholders, and the public to create the **Mitigation Strategy** in four steps:

- **Step 1.** Develop Mitigation Goals and Objectives
- **Step 2.** Develop Hazard Mitigation Actions
- **Step 3.** Evaluate and Prioritize Mitigation Actions
- **Step 4:** Plan Integration

**Step 1: Develop Mitigation Goals and Objectives.** The initial step in updating the Mitigation Strategy is to identify goals that represent what the plan participants want to achieve through implementing the mitigation plan. Goals refer to broad, policy-type statements. Objectives further clarify the intent of the goals. These goals should be consistent with the hazards profiled and will be the basis for the following mitigation actions. IEM will facilitate a review of the fifteen goals identified in the previous plan.

**Step 2: Develop Hazard Mitigation Actions.** IEM will lead the participants through identifying mitigation actions for each hazard included in the plan. IEM will promote the inclusion of a comprehensive range of actions, including plans and regulations, structure and infrastructure projects, natural systems protection, and education and outreach programs. IEM will promote a risk-based, capabilities-informed approach to mitigation action development. One common challenge with the new planning process is not identifying enough mitigation actions to meet the new minimum requirement. A unique feature of our company is the close collaboration between our mitigation planning and project teams. Our staff not only bring planning experience to this initiative but have developed mitigation projects that work. We have built time into our schedule specifically for our dedicated staff to help each plan participant develop applicable actions to address their jurisdiction-specific vulnerabilities.



**EVERY \$1 SPENT ON MITIGATION SAVES \$6 ON FUTURE DISASTER LOSSES**

WWW.NIBS.ORG - NATURAL HAZARD MITIGATION SAVES REPORT 2019



**Building to higher standards prevents long-term impacts** from multiple hazards, including high winds, flooding, and sea-level rise.



**Incorporating nature-based solutions** into traditional gray infrastructure approaches to resiliency can **significantly benefit the environment, community, and project success.**



**Porous pavements mitigate impacts** from drought and flooding and builds coastal resiliency.

**Examples of Mitigation in Action**



Creating defensible space **reduces the impacts of wildfires.**



**Incorporating nature-based solutions** into traditional gray infrastructure approaches to resiliency can **significantly benefit the environment, community, and project success.**



**Building to higher standards prevents long-term impacts** from multiple hazards, including high winds, flooding, and rising sea levels.

**Step 3: Evaluate and Prioritize Mitigation Actions.** After a list of mitigation actions has been developed, IEM will support the plan participants in evaluating and prioritizing the actions. This process provides insight into where the plan participants should focus time and resources to create the most efficient and practical approach to reducing hazard impacts. One approach, for example, is the evaluation and prioritization strategy known as the STAPLEE method, which includes Social, Technical, Administrative, Political, Legal, Economic, and Environmental considerations. This approach evaluates and prioritizes by reviewing each action item for its cost-effectiveness, technical feasibility, economic benefits, environmental impacts, community acceptance, staffing, funding, legal and political support, and maintenance needs. While the “Social” category considers social vulnerability, a more defined tool for measuring equity and the equitable impact of mitigation actions could also be developed as a part of this process to help better understand the impacts and how to prioritize mitigation actions.

**Step 4: Plan Integration.** The plan should be integrated into existing planning mechanisms to ensure goals are synchronized and mitigation efforts progress. IEM will assist the plan participants in documenting any past plan integration as well as identifying and evaluating other opportunities for plan integration into additional relevant policies and programs and promoting the integration of resiliency into day-to-day activities.

### 3.5 PLAN PREPARATION

An essential step in developing achievable mitigation actions is assessing stakeholder, local, state, and federal resources and capabilities available to reduce losses and vulnerability from each hazard identified. Early in the plan update, the plan participants will be engaged to obtain data on their mitigation capabilities, which will include an analysis of the FEMA-identified types of capabilities:

- Planning and Regulatory
- Administrative and Technical
- Financial
- Education and Outreach

This capability assessment establishes a common understanding of the framework to support the implementation of identified mitigation actions and identifies gaps that should be addressed in the mitigation strategy. It is also the opportunity to evaluate current ordinances, plans, projects, and budgeting considerations for potential mitigation opportunities that reduce risk and/or increase resilience. A noticeable change in the new planning guidelines is an increased emphasis on evaluating the effectiveness of current capabilities and identifying opportunities to expand or develop new capabilities. In particular, this is the opportunity to evaluate both pre- and post-disaster capabilities like the integration of 406 (PA Mitigation) into the participant’s approach to disaster recovery. By identifying what capabilities the plan participants and other stakeholders have or could develop, plan participants will be positioned to select mitigation actions that have the best return on investment and likelihood of success.

The plan maintenance section will clearly outline the method and schedule to monitor, evaluate, and update the plan, including timelines and responsibilities. An effective plan maintenance strategy for monitoring, evaluating, and updating the plan within a five-year cycle helps ensure the plan remains relevant. The process will also describe ongoing opportunities for public engagement and input. IEM will support the plan participants in establishing a realistic plan maintenance process while ensuring the plan remains a practical, living document.

These and the other steps of the plan update will be developed in collaboration with the County. IEM will ensure a clear and transparent process by facilitating MJHMP Team Meetings with the Project Managers from Mono County and our planning team. These meetings will provide an opportunity to discuss upcoming tasks and identify potential risks and challenges to success, budget, timeline, and County expectations for this plan update. IEM will be responsible for developing the agenda and submitting a summary of monthly meeting notes with a list of decisions, actions, and responsible parties.



### 3.6 PLAN DRAFTING

IEM will incorporate all information gathered throughout the plan update, the precise documentation of the planning process, a thorough risk assessment, a clear capability assessment, and a comprehensive mitigation strategy into a draft plan. Our dedicated team of technical writers, editors, and graphic design personnel with experience developing emergency management and hazard mitigation products will finalize the detailed, visually appealing, user-friendly plan document. During the drafting stage, IEM will provide significant opportunities for the County, the Town of Mammoth Lakes, participating special districts, stakeholders, and the public to review the draft plan and edits. IEM will work with plan participants to publicize this chance to comment to maximize public participation. A public review period is an opportunity to gather any last-minute information and new perspectives or ideas, as well as share with the public the outcomes of the planning process and, ideally, garner support for mitigation endeavors. We are prepared to support outreach across various mediums during this vital stage of the planning process. Once all comments have been received, IEM will work with the plan participants to promptly address all comments as appropriate. The draft plan will be ready for review by January 2025.

### 3.7 PUBLIC ENGAGEMENT/MEETINGS/PUBLIC HEARINGS

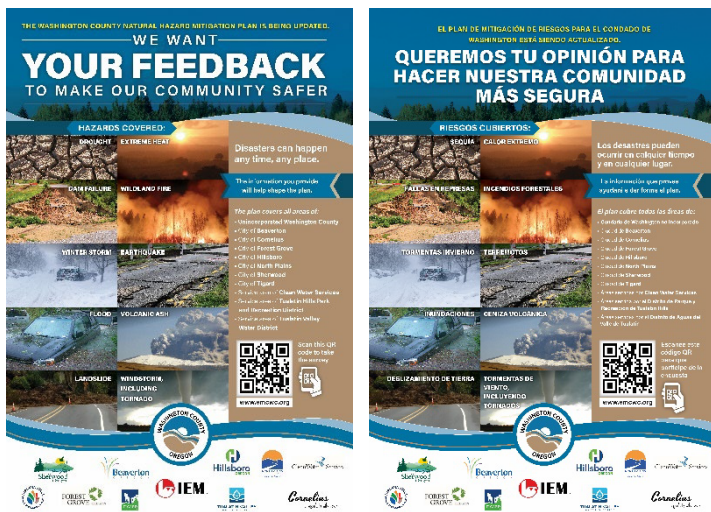


Figure 8: Community Feedback Example

IEM believes public engagement is key to successful community planning. We advocate for a Whole Community approach to public engagement. This approach calls for engaging all community sectors in the four phases of emergency management – preparedness, response, mitigation, and recovery. From this perspective, emergency management is viewed as a shared responsibility among all levels of government and all community sectors. By engaging the whole community throughout the planning process, a diverse selection of perspectives, knowledge, and individual lived experiences will be available for decision-makers to incorporate into the final HMP. Public participation is also a requirement of a FEMA-approved hazard mitigation plan. More than that, the hazard mitigation planning process presents a valuable opportunity to advance equity in

planning. Disasters often disproportionately impact vulnerable populations, including the elderly, people with access and functional needs (AFN), and low-wage employees, many of whom have higher exposure to hazard events. Disasters will continue to increase economic and social disparities when they create additional burdens on the most vulnerable communities. As such, it will be necessary for the planning process to invite input from affected populations so the final plan will include mitigation goals, objectives, and strategies that address the needs of all community sectors. Safety Elements are also required to include AFN populations’ considerations. We have helped diverse communities recover from and mitigate against disasters impacting socially and economically vulnerable populations in California, Baton Rouge, Houston, New Orleans, New York City, Florida, Illinois, New Jersey, North Carolina, and Puerto Rico. Incorporating Diversity, Equity, and Inclusion (DEI) is essential to any project, whether managing a mitigation plan update or developing a grant application.

IEM will be responsible for creating and implementing a Public Engagement Plan, including creating web content and outreach materials, for this plan update. IEM knows how to “take the pulse of the community” by using community surveys, distributing outreach materials, and conducting virtual and in-person meetings. Our extensive experience in planning has led us to work with a variety of stakeholders, from nonprofits to academia to tribes to



utilities like PG&E. In developing the Public Engagement Plan for this update, the IEM Team will answer FEMA’s question, “Does the plan document show how the public was allowed to be involved in the planning process and how their feedback was included in the plan?” The outreach and engagement strategy for the Mono County MJHMP update will be designed to educate the public on hazards impacting the area and the hazard mitigation planning process, as well as learn from their knowledge and lived experience with the hazards profiled. We will engage the public through multiple touchpoints, from a digital survey to presenting the draft plan. The public input will be shared with plan participants and incorporated into the plan’s content as appropriate. Different communities may necessitate more targeted outreach and engagement, especially underserved communities like the elderly, people without access to broadband, people who don’t speak English as a first language, and people living with access and functional needs. Coordinating with the local officials to access these communities will provide an opportunity for whole-community engagement in the planning process.

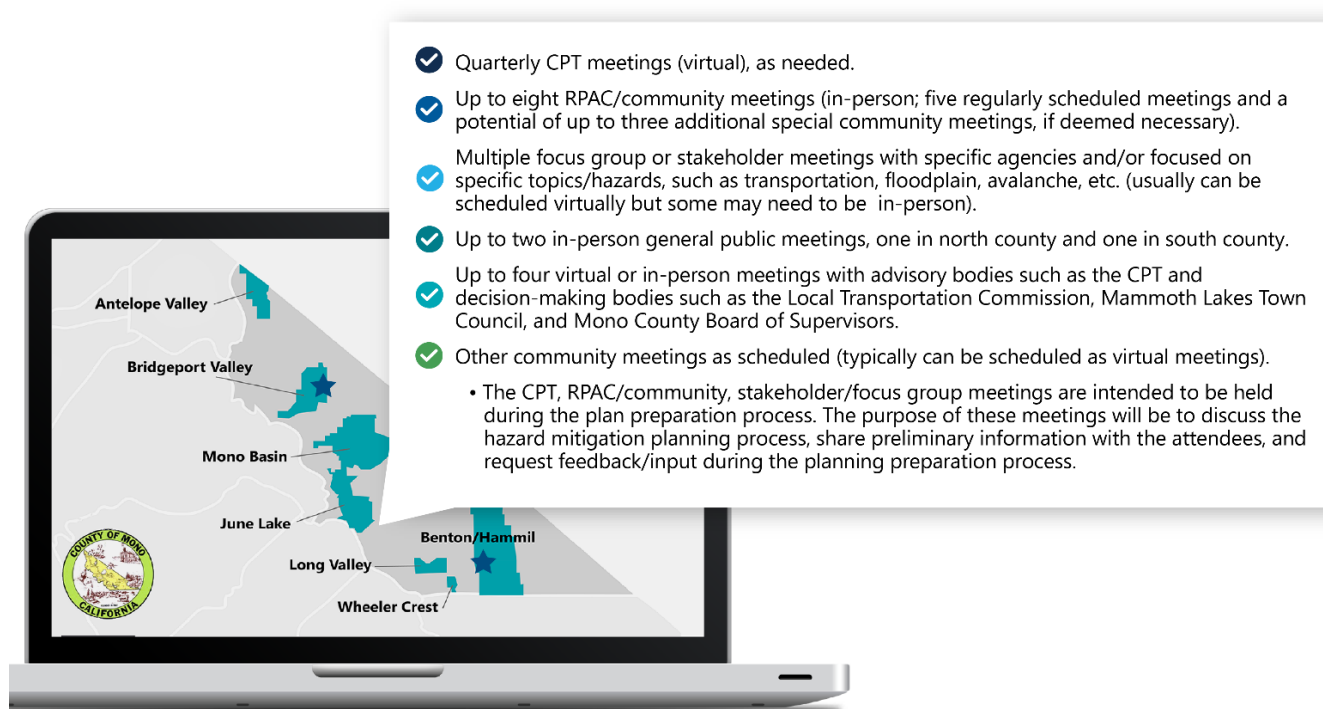


Figure 9: Proposed Public Engagement Plan

We appreciate the thought Mono County has already put into developing the public engagement portion of the RFP and know the County will value the opportunity to engage community stakeholders in order to best understand the community’s interest and need for hazard mitigation as well as educate the public on mitigation. We welcome the County’s input in developing an approach to public outreach that incorporates the ongoing work being done, such as the “READY Mono” and “Know Your Zone” resources on the county’s website. Another best practice is utilizing ongoing events and outreach locations that would normally attract people, including vulnerable populations, to engage the public. IEM anticipates at least 4-6 public workshops, general public meetings, specific topic/hazard meetings, and advisory decision-making body meetings will be held during which the public will be introduced to the plan, the hazards profiled, and mitigation strategies. Further, IEM will facilitate a discussion of the plan update at five Regional Planning Advisory Committee (RPAC) meetings and Collaborative Planning Team (CPT) meetings as requested. Information requested from the public will include their concerns, identified areas or structures they believe should be mitigated, willingness to support various types of mitigation measures, and any comments regarding the draft MJHMP update.

In addition to meetings, digital surveys will also be used to engage the public around the County. Our digital outreach will utilize plan stakeholder websites, online public participation surveys, social media posts, email campaigns, and press releases for a broad community reach. IEM will work with the County and participants to determine the needed languages. The county website already provides easy access to MJHMP information. IEM will develop project updates for the County and its partners to add as the plan develops. We can also provide a Hazard Mitigation Story Map, a graphic tool for stakeholders and the public to visualize mitigation efforts as they progress and provide a link to the public survey. Publicizing

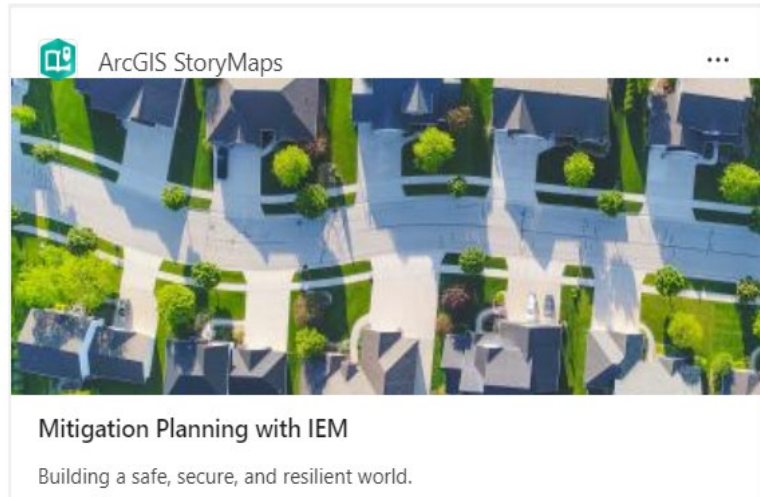


Figure 10: Example of IEM Story Map

information on the plan update and request for public feedback will also be important to garner input and interest in the plan development. Non-digital outreach could occur through developing hard copy versions of the digital survey, press releases, notices or articles in local newsletters, scheduled appearances at county and municipal meetings, community visits, and one-on-one contacts. This outreach method will best serve any communities that may be removed from urban infrastructure and not have access to traditional digital modes of communication, along with those with different levels of vision, hearing, and/or learning ability.

**IEM Knows how to manage a successful public outreach program. A recent online survey, which took the community’s pulse for a multi-jurisdictional mitigation planning project, drew over 1,200 responses.**

Stakeholders will also be engaged throughout the plan update process. Specific outreach to key stakeholders can be accomplished through targeted digital surveys (such as surveys specifically for academia, stakeholder/focus group meetings, businesses, dam owners, or representatives of underserved populations) and one-on-one calls as needed. Identifying key stakeholders early is critical for the hazard mitigation planning process to ensure all stakeholders have the opportunity to meaningfully participate. Stakeholders can include internal staff for each participating jurisdiction, including emergency management personnel, Floodplain Managers, Code Enforcement officials, Community Planners, Economic Development, Social Services partners, and more. Other stakeholders could be neighboring communities agencies involved in hazard mitigation like the California Governor’s Office of Emergency Services (Cal OES), FEMA, Cal Fire, California Department of Water Resources (DWR), California Department of Transportation (Caltrans), and as well as representatives of businesses, academia, non-profits, special interest groups, and underserved communities and socially vulnerable populations. Stakeholders can provide important information, including data, studies, areas of mitigation interest, action ideas, and feedback on the draft plan update. IEM will help the plan participants identify and engage their unique stakeholders throughout the update.

### 3.8 PLAN ADOPTION

Once the plan participants have approved the draft, including any edits, IEM will work with the County to submit the plan and a copy of the FEMA Plan Review Tool, clearly stating where each required element has been met in the document to Cal OES. We will also submit a copy of the unique Cal OES Annex Review Tool, which helps clarify which jurisdictions have met the requirements to adopt the HMP into their Safety Element. After Cal OES has completed its final review, the draft plan will be submitted to FEMA Region 9 for review and approval. IEM has had multiple recent conversations with Cal OES to keep informed of their current requirements and review process. Reviews for Cal OES and FEMA take approximately 45 days each. Coordinating with Cal OES and submitting the plan for review well in advance of the end of the performance period for the associated grant (June, 2026) will help ensure there are no issues with the grant funding. Involving Cal OES and FEMA throughout the planning process also helps ensure consistency with current guidance. One way to speed up the review is to submit the plan in sections if Cal OES/FEMA is willing to accept it. We carefully calculate the review time into our approach to the project and have staff prepared to make edits quickly if needed when the results of these reviews are received.

Once the plan has received “Approvable-Pending-Adoption” status from FEMA, IEM will support the adoption of the plan by preparing presentations and other materials as needed to present the final draft plan to the Town and County for approval. We will also provide sample adoption resolutions to all plan participations, including the County, Town, and participating special districts. Our team will remain available to answer any plan participant questions on adopting the final draft plan and incorporating it into the Safety Element of the County’s General Plan in compliance with AB 2140. Once the plan has been adopted, we can help facilitate sharing adoption resolution letters with FEMA, which will ensure they document that the plan is in good standing and that the plan participants are eligible for FEMA mitigation grant funding once more.

#### COMPLIANCE WITH AGREEMENT BETWEEN MONO COUNTY AND THE Cal OES/FEMA HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT

IEM will ensure that all elements of the plan update are finalized in accordance with the Cal OES/FEMA requirements for planning HMGP grants. This adherence will be monitored by our selected Project Manager, who, as a former State Hazard Mitigation Officer, has extensive experience with the HMGP grant program.

### 3.9 ASSUMPTIONS, METHODOLOGIES, SPECIAL RESOURCES

IEM will utilize the FEMA Planning Review Tool, CFR, all regulations, and guidance to ensure the plan update is in compliance with Cal Oes and FEMA. IEM will adhere to all specifications in the RFP, including in-person meetings, Outreach to Special Districts throughout the process, and all other contractual obligations. IEM assumes that Mono County and all participating jurisdictions, including the town of Mammoth Lakes, will enter into the planning process and assist IEM with the necessary information to update the plan when needed. IEM will update the Mono County HMP to reflect your values and culture.

### 3.10 TIMELINE

IEM’s proposed schedule for this plan update begins in April 2024 and results in a draft plan being provided to Mono County by or before January 2025. Given that the current plan expires on June 4<sup>th</sup>, 2024, we acknowledge that the schedule proposed in the RFP will result in the current plan expiring. However, with our experience developing quality plans quickly, we believe our approach will help ensure the plan remains expired for as little time as possible. IEM will utilize the schedule and timeline provided in the RFP. The project schedule below is a summary of the IEM Timeline



**IEM** PROJECT SCHEDULE Mono County Hazard Mitigation Plan Update

TASKS	2024												2025												2026					
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
The Planning Process/ Outreach to Special Districts	█																													
Hazard Identification	█	█																												
Risk Assessment	█	█	█	█	█	█	█																							
Mitigation Strategy					█	█	█	█	█	█	█	█	█	█	█															
Plan Preparation																														
Plan Drafting																														
Public Outreach/Meetings/ Public Hearings																														
Plan Adoption																														
Closeout Reporting																														



## SIMILAR PROJECTS

4

## 4.0 SIMILAR PROJECTS

Table 1: Projects Similar in Scope

Client Name	Project Description
 <p>Diamond Bar, California</p>	<p><b>Project Name:</b> Local Hazard Mitigation Plan</p> <p><b>Period of Performance (PoP):</b> October 2020-March 2022</p> <p><b>Contact Information:</b> Anthony Santos, Assistant to the City Manager (909) 839-7013</p> <p><b>Project Description:</b> IEM helped the City of Diamond Bar develop its first Local Hazard Mitigation Plan since 2009. Participants worked closely with IEM to create a plan that met FEMA requirements, aligned with the State HMP and met California State requirements for local plans. IEM ensured that participants who were entirely new to hazard mitigation planning were actively engaged and understood their significant role in the planning process. Diamond Bar successfully used this planning process to generate community input from City staff, Los Angeles County stakeholders, residents, and neighboring jurisdictions and address emerging hazards and risks.</p>
 <p>City of Georgetown, Texas</p>	<p><b>Project Name:</b> Hazard Mitigation Plan</p> <p><b>Period of Performance (PoP):</b> October 2020-March 2022</p> <p><b>Contact Information:</b> Jackson Daly Director of Community Services (512) 819-3115</p> <p><b>Project Description:</b> IEM worked with the City of Georgetown and its stakeholders to update the local hazard mitigation, including natural, technological, and human-caused hazards. Like Glenn County, the City of Georgetown is at risk from earthquakes. Georgetown lies across the Balcones Escarpment, a fault line, and was growing in population, two factors the City wanted to consider when assessing and mitigating their risk. IEM facilitated planning committee meetings and advanced tools such as bilingual outreach efforts to secure input from various stakeholders. Since this plan was updated during the COVID-19 pandemic, and the City was hit with multiple events, including a winter storm that hindered government operations, IEM staff successfully pivoted to an engaging virtual approach to outreach despite the COVID-19 pandemic.</p>
 <p>Washington County, Oregon</p>	<p><b>Project Name:</b> Natural Hazard Mitigation Plan</p> <p><b>Period of Performance (PoP):</b> January 2022 – April 2023</p> <p><b>Contact Information:</b> Ken Schlegel Emergency Management Coordinator (503) 846-7584</p> <p><b>Project Description:</b> IEM developed the 2023 MJHMP update for the County of Washington, Oregon, throughout 2022. This plan provided the county, which is mainly rural on the west and more developed on the east, to create a plan that met the needs of multiple partners and a multicultural population. Throughout the</p>



Client Name	Project Description
-------------	---------------------

planning process and public outreach, IEM developed public surveys in 10+ languages and engaged 115 stakeholders in the plan development. All suggestions for improvement from the 2017 NHMP review by the State Hazard Mitigation Officer were incorporated in the update. The plan complied with two sets of FEMA Local Mitigation Planning requirements, as it was finalized during the transition period between the 2011 and 2023 guidance.



Santa Clara County,  
California

**Project Name:** Operational Area Hazard Mitigation Plan

**Period of Performance (PoP):** October 2022- February 2024

**Contact Information:**

Parastou Najaf  
Senior Emergency Planning Coordinator  
(408) 808-7800

**Project Description:**

IEM is leading the planning effort for Santa Clara County and its 17 planning partners, including local jurisdictions and special districts. Plan participants relied upon IEM to update the plan in a timely and effective way despite the challenge of ongoing disaster events, including multiple atmospheric rivers hitting the area during the plan update process. During this update, IEM's consistent communication, clear expectations, ability to work independently, and flexibility helped meet the plan participants' unique needs. IEM also elicited significant stakeholder and public engagement. The multilingual public strategy of our whole community included in-person and virtual engagement opportunities. One survey we conducted received over 500 responses. IEM worked with the County Safety Element and Community Wildfire Protection Plan teams to ensure data consistency and plan integration. We also collaborated early with Cal OES to ensure we met State expectations and followed the new FEMA guidelines so the plan would be approved promptly. According to Cal OES, this plan was one of the first plans approved under the latest FEMA guidance in California.



Glenn County,  
California

**Project Name:** Multi-Jurisdiction Hazard Mitigation Plan

**Period of Performance (PoP):** October 2020-March 2022

**Contact Information:**

Andy Popper  
Principal Planner  
(530) 934-6540

**Project Description:**

IEM is currently working on updating the Glenn County MJHMP in accordance with the 2023 Local Mitigation Planning Policy Guide on behalf of Glenn County and its planning partners, the City of Orlando and the City of Willows. As a part of this process, IEM has facilitated engaging stakeholder meetings with a variety of local, tribal, special district, state, and federal partners on topics. In addition, IEM developed public and stakeholder surveys and flyers for distribution and helped communities identify areas of socially vulnerable populations. As this plan is funded under a grant with a tight deadline, our team is dedicated to ensuring this plan is updated within the four-month agreed-upon timeframe to ensure these communities remain eligible for hazard mitigation grants.

## 4.1 IEM'S CAPACITY TO COMMIT

IEM is confident in our ability to provide adequate resources to prepare for, respond to, recover from and mitigate against an increasing number of natural or human caused disasters or emergencies. As an emergency management and disaster recovery company, our clients often require that disaster recovery operation resources be in place and operating within 72 hours of contract execution. At times, employees completed onboarding and deployed within a 24-hour notice. Our disaster response contracts span the entire United States and Puerto Rico. In each of these deliveries, program resources were identified, and staff onboarded and trained.

IEM has had to meet surge requirements for response and recovery efforts in the past. During pandemic response operations, some examples of rapid deployment of personnel are outlined below:

- Identified and mobilized over 24 site management personnel in the state of Louisiana within 72 hours.
- Deployed over 30 personnel in the state of Virginia within 96 hours.
- Mobilized 17 personnel in the state of Florida within 48 hours.
- Fulfilled additional roles required in the states of Florida, Louisiana, and Texas within 24 hours.

Our teams are well versed in operating in a full Incident Command System Emergency Operations Center, an ESF-based EOC, or a hybrid operation, and we will be able to support the County in all emergency support function roles. IEM staff can support in:

- Emergency Support Function (ESF) Positions.
- Operations, Planning, Logistics, and Finance Section Chief, Branch Directors, Division/Group Supervisors, and Unit Leaders.
- Recovery Specialists.
- FEMA Hazard Mitigation Specialists.
- Crisis Communications and Public Relations Specialists.
- Community Outreach Support.
- Field Management Personnel.
- Geographical Information System (GIS), orthoimagery and geodatabase services technical specialists.
- Other needed technical assistance in the field, department, or EOC.

IEM can provide staff augmentation support to offer County employees relief, as needed and determined by the Commonwealth, or work alongside County staff. We will deploy emergency management response professionals at the request of the County in positions identified by County leadership. IEM is well positioned to offer support in all Incident Command System Command and General Staff positions. The team members we propose are seasoned experts in emergency management at the state and local levels throughout the country. Our team can be right-sized to provide the appropriate skill sets and a number of professionals that the County requires.





# COST PROPOSAL

## 5.0 COST PROPOSAL

---

Per the RFP requirements, we have provided a not-to-exceed cost proposal which is itemized by phase, task, and completion date.

CA Mono County  
Hazard Mitigation Plan

Staff	Position	Direct Hourly Rate	Phase 1	Phase 2		Phase 3	Phase 4	Phase 5		Phase 6	Phase 7	Total Hours	Total Direct Cost	Contingency Hours	Total Cost with Contingency
			Task 1 - Outreach Special Districts/Planning Process	Task 2 - Hazard Identification	Task 3 - Risk Assessment	Task 4 - Mitigation Strategy	Task 5 - Plan Preparation	Task 6 - Draft Plan	Task 7 - Review and Input of Draft Plan	Task 8 - Public Engagement	Task 9 - Plan Adoption				
Bunting, Jeanne	Project Manager	\$ 73.93	0	5	5	0	0	0	5	0	5	20	\$ 1,478.60	25	\$ 1,848.25
Garnett, Casey	Deputy Project Manager/Lead Planner	\$ 67.91	10	20	20	20	20	30	30	10	10	170	\$ 11,544.70	210	\$ 14,261.10
Chase, Myrna	Planner II	\$ 50.38	30	0	50	50	50	40	0	60	0	280	\$ 14,107.63	330	\$ 16,626.85
Smith, Kathryn	Planner II/GIS	\$ 56.84	0	0	100	0	0	30	20	0	0	150	\$ 8,525.88	170	\$ 9,662.66
Lunsford, Sabrina	Planner I	\$ 38.28	30	15	60	20	50	60	60	0	20	315	\$ 12,058.20	350	\$ 13,398.00
Merchan, Jennifer	Technical Editor	\$ 42.52	0	0	0	0	0	80	40	0	0	120	\$ 5,102.06	145	\$ 6,164.99
Rohwer, Kelsey	Graphic Designer/Artist	\$ 45.05	0	0	20	0	0	40	0	0	0	60	\$ 2,703.10	70	\$ 3,153.61
Rothe Smith, Diana	Fire SME	\$ 93.21	0	0	30	0	0	0	0	0	0	30	\$ 2,796.16	35	\$ 3,262.18
Lockwood, Bruce	Manager, Special Projects	\$ 88.24	0	0	30	0	0	0	0	0	0	30	\$ 2,647.26	35	\$ 3,088.47
Jones, Michele	Program Manager	\$ 96.47	0	0	0	0	5	5	0	0	0	10	\$ 964.66	10	\$ 964.66
Pozioemek, Lisa	Planner II	\$ 63.47	0	0	20	20	20	10	0	0	0	70	\$ 4,442.59	75	\$ 4,759.92
<b>Labor Hours</b>			<b>70</b>	<b>40</b>	<b>335</b>	<b>110</b>	<b>145</b>	<b>295</b>	<b>155</b>	<b>70</b>	<b>35</b>	<b>1,255</b>		<b>1455</b>	
<b>Labor Cost</b>			<b>\$ 3,339.03</b>	<b>\$ 2,302.05</b>	<b>\$ 19,841.55</b>	<b>\$ 5,912.33</b>	<b>\$ 7,543.06</b>	<b>\$ 14,375.08</b>	<b>\$ 7,541.22</b>	<b>\$ 3,702.16</b>	<b>\$ 1,814.35</b>		<b>\$ 66,370.84</b>		<b>\$ 77,190.70</b>
<b>Overhead</b>			<b>\$ 2,065.19</b>	<b>\$ 1,423.82</b>	<b>\$ 12,272.00</b>	<b>\$ 3,656.78</b>	<b>\$ 4,665.38</b>	<b>\$ 8,890.98</b>	<b>\$ 4,664.25</b>	<b>\$ 2,289.79</b>	<b>\$ 1,122.18</b>		<b>\$ 41,050.36</b>		<b>\$ 47,742.45</b>
<b>Profit</b>			<b>\$ 1,845.78</b>	<b>\$ 1,049.13</b>	<b>\$ 7,251.45</b>	<b>\$ 2,920.89</b>	<b>\$ 3,561.56</b>	<b>\$ 5,483.94</b>	<b>\$ 2,969.53</b>	<b>\$ 2,308.05</b>	<b>\$ 838.47</b>		<b>\$ 28,228.80</b>		<b>\$ 34,625.85</b>
<b>ODC Cost</b>			<b>\$ 165.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 600.00</b>	<b>\$ -</b>		<b>\$ 765.00</b>		<b>\$ 765.00</b>
<b>Travel Cost</b>			<b>\$ 3,932.00</b>	<b>\$ 2,621.00</b>	<b>\$ 2,621.00</b>	<b>\$ 2,621.00</b>	<b>\$ 2,621.00</b>	<b>\$ 2,621.00</b>	<b>\$ 2,621.00</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 19,658.00</b>		<b>\$ 19,658.00</b>
<b>Total Cost</b>			<b>\$ 11,347.00</b>	<b>\$ 7,396.00</b>	<b>\$ 41,986.00</b>	<b>\$ 15,111.00</b>	<b>\$ 18,391.00</b>	<b>\$ 31,371.00</b>	<b>\$ 17,796.00</b>	<b>\$ 8,900.00</b>	<b>\$ 3,775.00</b>	<b>1,255</b>	<b>\$ 156,073.00</b>	<b>1455</b>	<b>\$ 179,982.00</b>

\*Note: Refer to the timeline on page 24 for completion dates.

\*Note: Price Proposal includes fifteen trips, three days per trip. The number of trips is negotiable and the cost of travel can be reduced resulting in a savings for the county.

## APPENDIX A: RESUMES

---

- Michele Jones, Program Manager
- Jeanne Bunting, Project Manager
- Casey Garnett, Deputy Project Manager/Lead Planner
- Myrna Chase, Planner II
- Kate Smith, Planner II
- Lisa Poziomek, Planner II
- Sabrina Lunsford, Planner I
- Kenneth Taylor, Fire SME
- Diana Rothe-Smith, Fire SME



## Michele Jones

Program Manager

Seasoned emergency manager skilled in federal funds management, overseeing \$2.9B in projects across California, Florida, Nevada, and Virginia.

### 14+ YEARS

EXPERIENCE IN DISASTER  
RESPONSE & RECOVERY

#### EXPERTISE

- ▶ Federal Funds Management
- ▶ Disaster Response
- ▶ Program Development & Management
- ▶ Strategic Planning
- ▶ Mass Care
- ▶ Community Education

#### EDUCATION

- ▶ MPA, Master of Public Administration, University of Central Florida, 2014
- ▶ B.A., Public Administration, University of Central Florida, 2011
- ▶ B.A., Interpersonal and Organizational Communication, University of Central Florida, 2011

### PROFESSIONAL QUALIFICATIONS

Ms. Jones is a seasoned emergency management professional with a wealth of knowledge and hands-on experience in federal funds management from the local and state perspective, as well as emergency management response and recovery at the state and local levels. Ms. Jones' technical expertise spans programs like the Coronavirus Relief Fund, American Rescue Plan Act, and FEMA Public Assistance, and she has led projects wherein over \$2.9B in federal funds have been managed through her support of state and county agencies in Nevada, Florida, and Virginia. Michele has earned her Certified Emergency Manager (CEM), Florida Professional Emergency Manager (FPEM), and Master Exercise Practitioner (MEP) designation. She has also served as the 2022 Florida Emergency Preparedness Association (FEPA) President. She has been awarded the prestigious FEPA Chad Reed - Emergency Management Professional of the Year in 2020, the University of Central Florida's Alumni Achievement Award in 2019, and UCF's 30 under 30 Award in 2018.

### EXPERIENCE

#### Various Roles, IEM | 2020-Present

Manager, State and Local Response and Recovery | 2022-Present

Project Manager | 2021-2022

Senior Disaster Recovery Specialist | 2020-2021

- Assists the Directorate with Project and Program Management for twelve active and six standby response and recovery projects involving Federal, State, and Local programs. Works with the assigned Project Manager to develop strategies for achieving goals and objectives; maintains project work plan including budget and schedule.
- Manages the Center of Excellence as a policy and procedure information dissemination hub while actively identifying and implementing process improvement initiatives to enhance operational efficiencies and streamline workflows.

American Rescue Plan Act | Prince William County, VA; Sacramento County, CA; Nevada Governor's Finance Office, NV

- Supports clients through application and award management, training, project review and eligibility determinations, and development of evidence-based program establishment to ensure compliance with U.S. Treasury reporting guidelines.
- Conducts federal funds management, recipient and subrecipient monitoring, and development of evidence-based program establishment to ensure compliance with U.S. Treasury reporting guidelines.

CARES/Coronavirus Relief Funds (CRF) | Prince William County, VA; Stafford County, VA

- Supports clients through process development and review for all CARES Act transactions, reviewing documentation and identifying potential gaps.

- Established electronic document control and file retention systems and standardized data management processes to ensure disaster records are complete, ready for audit, and prepared for future federally declared disasters.
- Answers complex eligibility questions regarding the CARES Act/Coronavirus Relief Fund, ranging from procurement and contracting concerns.
- Conducts market analyses to ensure cost-reasonableness of infrastructure purchases in short timeframes to meet federal audit requirements.
- Advises on grant certification documentation for compliance to support non-profit programs and develops a dependent care reimbursement program to support community needs.

**FEMA Public Assistance – COVID-19 | Prince William County, VA (DR-4512); Florida Division of Emergency Management (DR-4486); Sumter County School Board, FL (DR-4486)**

- Coordinates with clients to evaluate transactions to determine potential Public Assistance eligibility. For identified eligible expenditures, formulates and processes projects through FEMA's Public Assistance grant program, serving as the liaison between the county and FEMA's representatives and monitoring projects throughout the grant program lifecycle.
- Assists Counties, Cities, and Private Non-Profits with processing subgrant agreements with the Florida Division of Emergency Management, reviewing applications for FEMA reimbursement in response to COVID-19, providing eligibility guidance, and following projects throughout the Public Assistance grant program lifecycle, including payables processing.

**FEMA Public Assistance | FDEM (DR-4399)**

- IEM provides engineering, cost estimating, project formulation, and other technical support to FDEM for some of the state's most complex Public Assistance Alternative Procedures Projects under Section 428 of the Stafford Act and projects requiring 406 mitigation resiliency measures.

**Internal Response Coordination | Hurricane Nicole (DR-4680), Hurricane Idalia (DR-4734), Hurricane Ian (DR-4673), Tustin Navy Hangar Incident**

- Coordinated internal response operations to disaster situations, ensuring quick staff mobilization to designated locations while prioritizing client satisfaction and mission completion. Ensured staff were traveling within four hours to provide response and recovery support and supported staff logistics throughout the event.

**Response Operations | Hurricane Elsa (EM-3561), Hurricane Eta (EM-3551), Hurricane Isaias (EM-3533)**

- Deployed to Hernando County on behalf of the Florida Division of Emergency Management in response to Hurricane Elsa's and Hurricane Eta's potential landfall; assisted the Acting Emergency Management Director and the Planning Chief with coordination and documentation of situation reports, rapid damage assessment, needed information for potential Public Assistance funding, as well as talking points for media and social media interviews.
- Deployed to Palm Beach County on behalf of the Florida Division of Emergency Management in response to Hurricane Isaias; served as the shelter manager for the COVID-19 non-congregate hurricane shelter and liaison to the Emergency Operations Center and confirmed the readiness of facility and meals, supervised medical and security staff on-site, and ensured CDC public health guidelines were followed.

**Emergency Management Director, Martin County Board of County Commissioners | 2018-2020**

- Served as a division hiring manager to recruit, interview, select, and train applicants, supervising 20 FTEs, providing direction and guidance in the areas in all aspects of emergency management and the communications division, including, but not limited to, mass care, special needs planning, the Radiological Emergency Preparedness Program, mass notification, and public alerting and warning.
- Monitored and prepared annual \$1.59M budget, which includes general fund, federal grants, and contracts; compiled and submitted grant documentation for reimbursement.
- Liaised with municipal emergency management coordinators, law enforcement and fire rescue representatives, business and industry counterparts, federal partners, foreign government consulates, and public safety and intelligence contacts.
- Successfully initiated procurement of needed Personal Protective Equipment, implemented multiple community testing sites, coordinated reliable public information and non-congregate sheltering options, and provided presentations for county management regarding the ongoing response operations.
- Developed a strong partnership with the Martin County School District, resulting in an agreement to provide shelter staffing from both agencies, incorporate all under one training methodology, and identify the county's first pet-friendly shelter.

- Created the Public Assistance and Information Documentation (PAID) team and co-developed guidance, providing all county departments with a guidance document for the public assistance reimbursement process, resulting in the creation of three uniform county-wide emergency-specific time-tracking work forms.
- Developed numerous planning and policy documents while ensuring compliance with state and federal regulations, including the Comprehensive Emergency Management Plan and Local Mitigation Strategy.
- Led the development, coordination, and facilitation of numerous exercises and trainings across Martin County, providing multi-jurisdictional, multi-agency drills, tabletop, functional, and full-scale exercises with 200+ participants.
- Co-developed and implemented the Florida Emergency Preparedness Association (FEPA) Mentorship Program, a statewide emergency management resource to connect and encourage the growth of strong, collaborative relationships at all career phases.
- Led the Martin County Emergency Operations Center (EOC) Manager through the 2020 Martin County Flooding, COVID-19, and Hurricane Dorian, regularly coordinating with Florida Division of Emergency Management and Florida Department of Health personnel, County and city staff, Non-Governmental Organizations, the business community, and stakeholders.

### **Various Roles, Brevard County, FL Emergency Management | 2014-2018**

**Senior Emergency Management Coordinator | 2015-2018**

**Homeland Security Coordinator | 2014-2015**

**Operations Planner for Emergency Management | 2014**

- Trained staff on all aspects of emergency management operations, including current issues and concepts of emergency management, areas of responsibility, division's goals and objectives as outlined in the strategic plan, and standard operating procedures.
- Served as deputy director of emergency management operations during emergency activations, such as Hurricanes Irma and Matthew, and was responsible for planning and real-time coordination of response and recovery for Brevard and its geopolitical jurisdiction.
- Supervised four FTE Emergency Management Coordinators, providing direction and guidance in areas in all aspects of emergency management including, but not limited to, mass care, special needs planning, the Radiological Emergency Preparedness Program, mass notification, and public alerting and warning; directs and appraises work of personnel and ensures goals are aligned with division Strategic Plan.
- Trained staff on all aspects of emergency management operations, including current issues and concepts of emergency management, areas of responsibility, division's goals and objectives as outlined in the strategic plan, and standard operating procedures.
- Monitored and prepared annual Division budget, which includes general fund, federal grants, and contracts; compiled and submitted grant documentation for reimbursement.
- Liaised with municipal emergency management coordinators, law enforcement and fire rescue representatives, business and industry counterparts, federal partners, foreign government consulates, and public safety and intelligence contacts.
- Provided public education and information to residents throughout the year; co-developed the All-Hazards Preparedness Guide, Pathways to Preparedness, and supporting community presentations.
- Served as Team Lead for the Shelter Worker Lean Six Sigma Project, developed statistical and technical documentation, and earned the Green Belt designation.
- Co-developed and implemented the Brevard Emergency Support Team (BEST) Program, which serves as the instrument for training, managing, and tasking all county employees to serve as disaster workers, and created a comprehensive internal sheltering program.
- Directed assessment by the Emergency Management Accreditation Program as accreditation manager; led team to successful compliance in all standard areas and program accreditation from 2016-2021.
- Implemented monthly conference calls with Municipal Emergency Management Coordinators to increase collaboration opportunities, which transitioned into twice daily disaster calls; noted as key to successful response during Hurricanes Irma and Matthew.
- Coordinated Comprehensive Emergency Management Plan (CEMP) compliance with state regulations and completed quadrennial update of plan.
- Developed and implemented 2016-2018 Strategic Plan for the Operations division.
- Established the Emergency Management Internship Program and supervised the implementation process through onboarding and coaching an intern.
- Led the development, coordination, and facilitation of seven Brevard County hurricane exercises, with over 230 participants and 60 organizations in attendance.

- Coordinated and developed a multi-jurisdictional, multi-agency Infectious Disease Full Scale Exercise involving fire, law enforcement, emergency medical service (EMS), and local hospital, which was used to develop a video for Ebola awareness training.
- Developed and produced several planning documents, including the ESF #18 – Business and Industry Plan and the Functional and Access Needs Strategic Plan.
- Responsible for all mass care coordination, to include sheltering operations for cold night, evacuation, and post-impact facilities and feeding activities.
- Coordinated training opportunities and updated annual Multi-Year Training and Exercise Plan (MYTEP).
- Initiated and completed updates to the Brevard County Comprehensive Emergency Management Plan (CEMP) to ensure compliance with state standards.
- Co-developed the Brevard Operations Base SharePoint as a tool to provide situational awareness and a common operating picture for response operations to integrate response coordination across jurisdictional boundaries.
- Coordinated the FEMA Integrated Public Alert Warning System (IPAWS) memorandum of agreement for Brevard County to be designated an IPAWS Alert Authorized User.
- Implemented and transitioned mass notification program from FirstCall to CodeRed to Everbridge.

**Various Roles, American Red Cross | 2011-2014**

**Emergency Services Officer | 2013-2014**

**Emergency Services Officer Assistant | 2011-2013**

- Managed and led over 190 volunteers to provide preparedness, response, and recovery services to Brevard and Osceola counties and increased membership in Osceola County from zero to 11 actively engaged volunteers.
- Established staffing matrix to determine the number needed to staff Brevard Evacuation Shelters, designated assigned volunteers to staff 90% of primary shelters.
- Increased disaster feeding capacity by 5,000 meals per day in Brevard County.
- Produced key communications materials, including press releases, print advertisements, and marketing materials.
- Maintained social media platforms, provided continuous contact with constituents, and increased followership by 11.6% over four months.
- Co-developed the Brevard Shelter Book and solely developed the Osceola Shelter Book.
- Internship, Seminole County Fire Department | 2010
- Aided the Assistant Chief of Operations in handling, maintaining, and balancing grant-related budget issues as well as researching and articulating grant requests, particularly concerning the Urban Area Security Initiative (UASI) and State Homeland Security Grant Program (SHSGP).





## Jeanne Bunting

Project Manager

*Ms. Bunting, former SHMO of Kansas, is an expert in implementing collaborative mitigation efforts, including hazard mitigation plans and hazard mitigation grant application development.*

### 14+ YEARS

EXPERIENCE IN HOMELAND SECURITY & EMERGENCY MANAGEMENT

#### EXPERTISE

- ▶ Hazard Mitigation Planning
- ▶ Mitigation Programs
- ▶ Project Management

#### EDUCATION

- ▶ M.S., Liberal Arts, Baker University, 2013
- ▶ B.A., Business Administration, Baker University, 2010

## PROFESSIONAL QUALIFICATIONS

Ms. Bunting has more than 14 years of experience in Hazard Mitigation and Planning. Her expertise includes managing, developing, and reviewing a variety of projects, as well as ensuring that the scope of work is fulfilled and that projects are proceeding according to grant requirements. Ms. Bunting is adept in HMGP, BRIC, and PDM software and has reviewed, audited, and processed FEMA award applications for Mitigation Programs with solid coordination with State and Federal partners and stakeholders. She has led state and local hazard mitigation planning initiatives across the country, including engaging with a variety of local, state, and federal stakeholders both in-person and virtually.

## EXPERIENCE

### Hazard Mitigation Specialist III, IEM | 2022-Present

- Lead in the application development of Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) grants for VDEM.
- Led the Tennessee State Hazard Mitigation Plan update, which received positive feedback from FEMA Region 4.
- Led the development of a Letter of Interest for North Carolina BRIC via Centralina, which culminated in the lead in the development of the BRIC application.
- Participated in the drafting of the following mitigation plans: Washington County Oregon Jurisdictional Annexes, the Alabama State Hazard Mitigation Plan, and the Delaware State Hazard Mitigation Plan.
- Performed Planning Section Chief duties for IEM during Hurricane Fiona in support of our PR team.
- Participated in various proposals on behalf of IEM.

### Various Roles, Kansas Division of Emergency Management | 2009-2022

#### State Hazard Mitigation Officer | 2019-2022

- Managed various projects, including the project, team, budget, and presentations.
- Managed the Kansas State Hazard Mitigation Office, developing and reviewing projects per Section 406 of the 44 CFR.
- Performed Benefit-Cost Analysis.
- Proficient at writing Regional Mitigation Plans and State Hazard Mitigation Plans.
- Proficient in HMGP, BRIC, and PDM applications.
- Reviewed, audited, and processed FEMA grant Applications for Mitigation Programs.
- Reviewed, audited, and processed payments.
- Reviewed, audited, processed, and managed the budget for Mitigation Program.
- Reviewed trend analysis for program improvement.
- Advised applicants on guidance in the 44CFR to ensure grant applications meet standards.
- Succeeded in implementing regional plan initiative and the Sunflower Safe Residential Safe Room program are two programs that succeeded in implementing, with the planning initiative saving the state approximately \$4 million.
- Strong coordination with State and Federal partners and stakeholders.

- Planning Section Chief in the State Emergency Operations Center.
- Deployed in support of the Kilauea Volcano Response.

**Mitigation Planner | 2012-2019**

- Served as the Project Manager for Regional Mitigation Plans for the State of Kansas, resulting in a savings of \$3.7 million dollars.
- Author of the State Hazard Mitigation Plan and the Regional Mitigation Plan for Leavenworth, Johnson, and Wyandotte Counties, saving the counties approximately \$300,000.
- Reviewed, audited, and submitted county/regional plans to FEMA for approval.
- Oversaw contractor(s) during the writing of the Regional Mitigation Plans.
- Trend Analysis on data for mitigation plans.
- Reviewed County Emergency Operations Plans (CEOP) for accuracy and to ensure the Kansas Planning Standards are met when tasked.
- Ensured all 22 identified hazards were incorporated into the plan, including all health markers, trends, and analysis.
- Educated, presented, and instructed in all subjects relating to mitigation.
- Plans Chief during Wolf Creek exercises and state emergencies and disasters in the state emergency operations center (SEOC).

**Mitigation Program Specialist | 2009-2012**

- Reviewed, audited, and processed FEMA grant Applications for Mitigation.
- Reviewed, audited, and processed payments.
- Trend analysis for program improvement.
- Advised applicants on guidance in the 44CFR to ensure grant applications meet standards.
- Ensured the Scope of Work was met, and projects were progressing on time in accordance with grant requirements.
- Reviewed Emergency Operations Plans for accuracy and inclusion of the Kansas Planning Standards.
- Plans Chief during Wolf Creek exercises and state emergencies and disasters in the state emergency operations center (SEOC).
- Instructed and presented mitigation plans and projects.

**Various Roles, Kansas Air National Guard | 1995-2009**

**Financial Superintendent | 1998-2000/2003-2009**

- Established and implemented revised accounting and finance systems, policies, and procedures to ensure compliance with Department of Defense Directives.
- Coordinated with the National Guard Bureau and all base organizations to ensure regulatory guidance was followed on entitlements and benefits. Trained base personnel on program changes to include entitlements, benefits, and financial system programs.
- Audited travel, pay, and accounting records per regulation and guidance.
- Trained, advised, and guided base personnel on program changes and implementations. This included all subject matter areas, including travel, military pay, civilian pay, accounting, and budget.
- Managed resources to include people, time, and money.
- Formulated and implemented long-range plans to comply with DOD, and in accordance with higher headquarter tasking's and mission changes, as they pertained to finance. This included but was not limited to, all subject matter areas within the Finance arena in order to meet deadlines for system changes.
- Taught, trained, instructed, and presented on all financial matters, including new systems.
- Managed IEM's development of evacuation time estimates for nuclear power plants in the states of Arizona, Texas, Virginia, and North Carolina, including congestion analyses, recommendations for evacuation routes, and strategy changes to mitigate domestic hazards.

**Resource Advisor/Budget Analyst | 2000-2003**

- Responsible for cost and trend analysis in order to advise the Commander on shortfalls and programs that were working.
- Managed program objectives as they related to workdays and money, Formulated Budget, and Workdays for current and future years.
- Provided extensive training on a workday and budget management to ensure compliance with the Anti-Deficiency Act.
- Ensured obligation of money did not exceed limitations.
- Reviewed, audited, and analyzed programs for errors and inconsistencies and implemented process improvements.
- Initialized and managed the decentralization of Operations and Maintenance money and workdays to ensure accountability.
- Instrumental in ensuring the President's Budget maintained its integrity regarding Depot Level Repairable (DLR).

- Formulated and executed long-range plans and programs as they pertained to Finance, in accordance with visions and mission changes set forth.

**Budget Analyst | 1995-1998**

- Formulated budgets and ensured the propriety of funds.
- Executed, administered, monitored, and managed a \$40 million dollar budget for Forbes, ensuring compliance with the Anti-Deficiency Act.
- Monitored higher headquarters tasking's and guidance, ensuring compliance at the base level.
- Submitted and audited various reports.
- Provided guidance and training to all levels of the base populace on all Finance programs and regulations.



## Casey Garnett

Deputy Project  
Manager/Lead Planner

*Ms. Garnett has supported and served as a primary point of contact between FEMA, Federal, State, and Local partners. Background in planning and response, including floodplain management.*

### 5+ YEARS

EXPERIENCE IN HAZARD  
MITIGATION & EMERGENCY  
MANAGEMENT

#### EXPERTISE

- ▶ Hazard Mitigation Planning
- ▶ FEMA Programs
- ▶ Disaster Recovery

#### EDUCATION

- ▶ B.A., Psychology, University of Maryland, 2017
- ▶ Associates, General Studies, Harford Community College, 2015

### PROFESSIONAL QUALIFICATIONS

Ms. Garnett is a former FEMA Hazard Mitigation Community Planner and Hazard Mitigation Task Force Leader driven to improve community resilience by connecting people to plans and plans to projects. She is best known for her communication skills, experience facilitating and participating in stakeholder meetings, reviewing hazard mitigation plans and grant applications, delivering hazard mitigation and leadership training at the Emergency Management Institute (EMI) and other venues, and providing bilingual assistance to disaster survivors in English and Spanish. She has multiple years of experience with the FEMA hazard mitigation planning process, including meeting the optional HHPD element. She also worked with FEMA headquarters on training on the new planning policy guide. She has multiple years of leadership experience and has led a team during disaster events and mitigation projects across the country.

### EXPERIENCE

#### Hazard Mitigation Specialist, IEM | 2023-Present

- Helped write local and state hazard mitigation plans, including promoting planning process best practices and drafting risk assessment, capabilities assessment, and mitigation strategy plan sections.
- Facilitated meetings and workshops with clients and stakeholders.
- Responsible for assisting local jurisdictions with developing mitigation strategies and viable, cost-effective mitigation projects for grants such as BRIC.
- Developed and presented presentations and trainings to clients and stakeholders.

#### Santa Clara County Multi-Jurisdictional Hazard Mitigation Plan, Santa Clara County, California

- Supported an expedited update of the MJHMP to ensure grant eligibility.
- Updated the MJHMP in accordance with the new 2023 FEMA Local Mitigation Planning Policy Guide.
- Wrote portions of the planning process, risk assessment, mitigation strategy, and jurisdictional annexes utilizing the best available data, including local and state input.
- Liaised with community stakeholders, special districts, and Cal OES to incorporate local input and required state revisions.
- Project: Tennessee State Hazard Mitigation Plan, State of Tennessee
- Actively collaborated with state partners, including planning, NFIP, Dam Safety, mitigation staff, and university stakeholders to update the plan quickly.

#### Utah Direct Technical Assistance, State of Utah

- Contracted to provide direct technical assistance on behalf of the State over the next couple of years for communities interested in mitigation, particularly in pursuing BRIC funding.
- Reviewed BRIC applications and developed RFI on behalf of the State.
- Served as the POC with assigned counties, working on answering their questions, compiling necessary documents for BRIC and FMA applications, and drafting language for BRIC grant applications.

### Glenn County Multi-Jurisdiction Hazard Mitigation Plan Update, Glenn County, California

- Led the team responsible for developing the Glenn County MJHMP on an extremely expedited schedule to ensure compliance with the Cal FIRE grant.
- Primary point of contact with Glenn County responsible for leading meetings with the county and its stakeholders.
- Independently developing the draft plan as requested by the client due to limited county staff availability.
- Working closely with the IEM Team to ensure the client's vision for this plan is incorporated into IEM's work, and the timeline is met as requested.

### Montana Mitigation Consulting, State of Montana

- Hired to support the development of the new Montana Disaster Mitigation & Resiliency Program Guidance and new regional Hazard Mitigation Plans.
- Edited and delivered new Resiliency Program Guidance, which incorporated equity and required a few edits by the client.
- Responsible for drafting an implementation plan which reflects the goal of the state to maximize the amount of mitigation funding available.
- Reviewed regional hazard mitigation plan on behalf of the state and developed 13 Plan Review Tools for local and tribal communities, indicating what revisions were required.

### City of Philadelphia Mitigation Consulting, Philadelphia, Pennsylvania

- Met frequently with clients to identify ongoing capacity and capability-building needs.
- Developed training on various customizable topics, such as nature-based solutions and FEMA's hazard mitigation assistance grant programs.
- Facilitated engaging workshops with city stakeholders on hazard mitigation grants, including an overview of current mitigation grant programs, IEM's Funding Matrix, and how to write a grant application.

### City of Grand Prairie Hazard Mitigation Plan, Grand Prairie, Texas

- Reviewed the plan and provided concrete solutions for steps to take to be in compliance with FEMA's new Local Mitigation Planning Policy Guide.
- Identified opportunities to expand public outreach and engage representatives of underserved and socially vulnerable populations.

### Various Roles, Federal Emergency Management Agency (FEMA) | 2018-2023

#### STORM Act Training Program Specialist (detailee) | 2022-2023

- Performed various administrative duties related to developing training materials for the newly created Safeguarding Tomorrow through Ongoing Risk Mitigation (STORM) Revolving Loan Fund, including drafting briefs for Regional HMA leadership to present.
- Actively engaged with contractors, leadership at FEMA HQ, Regional staff, and State partners to identify training and technical assistance needs.

#### Hazard Mitigation Community Planner | 2021-2023

- Provided substantive input and guidance to plan owners and plan developers to meet minimum requirements and incorporate best practices into local hazard mitigation plans (HMPs) and a State HMP in FEMA Region 3.
- Delivered technical assistance and training that supported State and local hazard mitigation planning through presenting multiple pieces of training on topics
- including the planning process, risk assessment, mitigation strategy, and plan implementation at regular touchpoints with new state staff.
- Reviewed over a dozen single and multi-jurisdictional plans including plans in Pennsylvania for compliance with FEMA minimum requirements and optional HHPD elements as outlined in the Local Plan Review Guide and Local Planning Policy Guide.
- Worked collaboratively with state, local, and Federal partners on outreach and partnership initiatives, including two Plan Implementation & Grants Development
- Workshops (one of which was the largest in Region 3), two annual Risk Reduction Consultations, and the interagency WV Silver Jackets team.
- Presented guidance to State Directors and senior Region 3 leadership on climate change planning and Region 3 best practices, including data from Pennsylvania.
- Served as a mitigation planning subject matter expert on coordination calls and training with State, local, and academic partners to improve and incorporate the best available flood risk data into local and State hazard mitigation planning efforts.

**Hazard Mitigation Grants & Planning Task Force Lead (Planning) | 2021–2022**

- Deployed as a Supervisory Community Planner for Region 3’s HMGP COVID initiative across six states, including Pennsylvania.
- Served as the technical advisor to the Regional Mitigation Division on planning and reported on all hazard mitigation activities and programs related to mitigation planning for the Region 3 COVID-19 disasters.
- Represented Planning on meetings with internal and external stakeholders.
- Led weekly team meetings with staff, met with new staff to answer their administrative and technical questions, and facilitated training opportunities for new planners.
- Monitored and evaluated community plan status and staff work through a novel work tracker.
- Made staffing recommendations and documented staff performance, including incorporating the suggestions of disaster leadership and State Team Leads.
- Facilitated, drafted, and received approval for the Region 3 FY22 Coffee Break webinar schedule, which detailed public presentations on planning that reflected the current priorities of the Region.
- Supported the development of projects by initiating lists of mitigation actions found in the local hazard mitigation plans for states with minimal HMGP project oversubscription and shared them with State partners.

**Hazard Mitigation Group Supervisor | 2021-2022**

- Deployed as a Hazard Mitigation Group Supervisor to DR-4605-WV and DR-4603-WV in charge of leading meetings with staff, coordinating mitigation grant efforts, and reporting to senior staff.
- Directed meetings and correspondence with State partners including the State Hazard Mitigation Officer.
- Monitored 406 mitigation projects and State progress with the HMGP program and provided regular updates to regional and disaster leadership.
- Provided timely and effective performance evaluations to staff, which resulted in noticeable progress in an identified area for improvement.
- Presented a summary and described the next steps for mitigating these disasters to regional senior leadership, including the Regional Administrator.

**Hazard Mitigation Community Planner | 2021–2022**

- Assisted in developing two Admin Plans and two Mitigation Strategies necessary for the State to receive HMGP funding.
- Coordinated with state staff to promote and document the adoption of hazard mitigation plans.
- Successfully balanced steady-state and disaster responsibilities and informed supervisors of ongoing duties and availability.
- Vaccination Center Deputy Task Force Lead, Pod Leader, Eligibility Checker | 2021-2021
- Served as a team lead and assisted with eligibility determinations at a community vaccination center in Pennsylvania that delivered over 300,000 COVID-19 vaccines.
- Led and trained a team of local hires responsible for setting up and running a community vaccination center in an underserved area of Philadelphia to improve equity in COVID-19 vaccine distribution.
- Provided direction for program activities, including assigning staff tasks, coordinating with health care professionals and interpreters, and outdoor vaccine area logistics.
- Facilitated the logistics of delivering vaccines in a vaccination pod through clear directions to staff and interagency coordination with groups such as the National Guard, Red Cross, and Team Rubicon.

**Hazard Mitigation Floodplain Management Specialist | 2018-2021**

- Led floodplain management mapping team responsible for making flood zone determinations for FEMA Public Assistance (PA), Environmental & Historic Protection (EHP), and Consolidated Resource Center (CRC) personnel.
- Produced over 500 FIRMette maps required for PA and 406 Hazard Mitigation grant applications in Oklahoma, Arkansas, Louisiana, and Texas.
- Developed and maintained working relationships with FEMA staff, State stakeholders, and management at various levels.
- Monitored performance and program delivery through the use of Microsoft Excel.
- Translated and effectively communicated the rules when reviewing floodplain management ordinances for post-disaster requirements.
- Responsible for assessing damaged houses as a result of Hurricane Florence in North Carolina.
- Determined which houses were substantially damaged using FEMA’s SDE tool.
- Met with communities to discuss floodplain management subjects.
- Demonstrated the ability to communicate with internal and external partners.

**FEMA Corps Member, AmeriCorps NCCC | 2017-2018**

- Deployed as a Hazard Mitigation Floodplain Management Specialist working with Hazard & Performance Analysis to analyze and summarize open-source data relevant to increasing the effectiveness of FEMA and local programs intended to reduce the loss of life and property in Texas.
- Collaborated with an AmeriCorps team and FEMA HPA supervisor on how to conduct a watershed study based on the lessons learned from the Texas and Louisiana watershed studies.
- Handpicked by FEMA to conduct outreach as a Disaster Survivor Assistance Specialist on a Spanish-speaking composite team due to working Spanish fluency.
- Registered survivors, performed case updates, provided survivors with tailored responses to their questions regarding their case and programs FEMA offers, and referred survivors to vital resources.
- Completed over 100 registrations through canvassing streets and at fixed locations in the municipalities of San Juan, Carolina, Rio Grande, and Humacao.
- Employed Spanish speaking, reading, and writing skills on a daily basis while also translating for another FEMA Corps team in the field and local hires during onboarding.
- Performed DSA outreach in response to Hurricane Irma, aiding all survivors and communities professionally and applicant-centric.

**Intern, Office of Congressman Phil Roe, U.S. House of Representatives | 2017-2017**

- Represented the Congressman professionally by answering phone calls, emails, and letters from constituents, ensuring timely correspondence with community stakeholders.
- Provided exemplary customer service by leading constituents and congressional guests on tours around the U.S. Capitol Building.
- Contacted other Congressional Offices to help staffers complete legislative projects in a timely manner.

**Research Assistant, The Culture Lab, University of Maryland | 2016-2017**

- Assisted a postdoctoral researcher studying the psychological and neural mechanisms of stigma and social norms between different cultures worldwide.
- Displayed flexibility and problem-solving skills by using a wide range of analytical and evaluative methods to analyze scientific articles.
- Wrote and edited a significant portion of a cross-cultural neuroscience research article.
- Participated in weekly meetings with supervisor to discuss goals and new pathways for research.





## Myrna Chase Planner II

*Ms. Chase is experienced in Federal, State, local, and NGO emergency management and disaster recovery operations and program implementation. Expertise in federal disaster grant programs. Experienced in Public policy analysis.*

### 10 + YEARS

EXPERIENCE IN DISASTER  
RESPONSE AND RECOVERY  
MANAGEMENT

#### EXPERTISE

- ▶ Disaster Recovery
- ▶ Community Engagement
- ▶ VOAD external relations
- ▶ Governmental Affairs
- ▶ Disaster Recovery Planning

#### EDUCATION

- ▶ MPA, Public Administration, Capella University, Ongoing
- ▶ B.A., Political Science, Norfolk State University, 1992

#### CERTIFICATION & TRAINING

- ▶ ICS Trainings
- ▶ Various American Red Cross Trainings
- ▶ Advance Instructor Fundamentals

### PROFESSIONAL QUALIFICATIONS

Ms. Chase is an experienced emergency manager focused on governmental affairs and community engagement. Innovative, common-sense leadership, staff empowerment, accountability, and cross-functional communication focused on re-energizing the field of disaster response and recovery coordination and planning.

### EXPERIENCE

#### Disaster Response Specialist II, IEM | 2022-Present

- Provides support to IEM's State and Local Disaster Response and Recovery Team with its disaster response and recovery efforts, working hand-in-hand with state and local government and private nonprofit representatives to guide them through both the response and recovery process.
- Collaborates with IEM's FEMA Public Assistance Disaster Recovery Specialist to develop state and local response and pre- and post-disaster recovery plans
- Provides project management support for projects under State and Local Disaster Response and Recovery Division.
- Coordinates meetings, developed meeting materials, and facilitated meetings for clients.
- Exercises independent judgment and gives recommendations to clients within Federal and State statutes, regulations, policies, and procedures.
- Collaborates with Federal, State, and Local representatives, clearly communicating all aspects of the recovery process.
- Serves in a response capacity in a State or Local Emergency Operations Center.
- Provides response and recovery-related training to state and local government clients.
- Develops Disaster Recovery Frameworks for clients, including job descriptions and job aids.

#### Liaison Officer, Illinois Emergency Management Agency (IEMA) – IEM Contractor | 2022-2023

- Provided IEMA Unified Area Command with situational awareness for the assigned site through monitoring of the operation and personnel.
- Gathered information necessary to assess and determine needs and actions for an assigned shelter site.
- Proactively assisted in problem-solving in collaboration with representatives from partner agencies at the shelter site.
- Reported and documented incidents occurring at the shelter site to escalate resolutions through UAC using ICS 214 form and Incident form reporting process using Smart Sheet.
- Checked in shelter staff using Reporting Dashboard to Personnel Accountability Form Smart Sheet for the reporting process.

#### Emergency Rental Assistance Program District Chief, Virgin Islands Housing Finance Authority | 2021-2022



- Managed VIHFA Eligibility Team case management staff and provided guidance to outside partner agencies with program regulations, policies, and procedures and problem-solving complex files for a 21.3-million-dollar Emergency Rental Assistance Grant from the U.S. Treasury Department-supervised team in completing the processing 800+ applications in six months.
- Reviewed and signed off on early denial letters, reviewed applicant files, and provided final approval of eligibility determination
- Transmitted agreements for VIHFA execution upon signature by landlords and prepared payment packages to account for approval and processing
- Reviewed weekly report summarizing file reviews and application status/disposition prepared by Eligibility Team managers.
- Chaired Appeals Committee-reviewed appeals upon receipt, gathered information, as appropriate, convened appeals committee, generated response letter in accordance with Appeals Committee findings

### **Governmental Affairs Specialist, FEMA | 2017-2021**

Hurricane Irma, Florida

Hurricane Maria, Puerto Rico

Winter Storms, South Dakota

Hurricane Michael, Florida

Hurricane Laura, Louisiana

Hurricane Delta, Louisiana

Hurricane Zeta, Louisiana

Winter Storm, Louisiana

- Developed productive relationships through direct communication and outreach with state and local public officials as a deployed reservist in a major disaster.
- Prepared and presented response and recovery information related to FEMA Individual Assistance, Public Assistance, Hazard Mitigation, and National Flood Insurance Program to state and local public officials.
- Conducted in-person meetings and presentations with state, county/parish, and local elected public officials to identify issues, answer questions, manage expectations, and clarify policies and procedures for FEMA programs.
- Coordinated town hall meetings upon request of state and local county officials to discuss community concerns related to FEMA programs.
- Coached and trained local hires on IGA mission, FEMA programs policies, and procedures.
- Attended weekly meetings with the Federal Coordinating Officer, government administrators, and elected officials to discuss implementation of FEMA programs, Individual Assistance appeals process, and public assistance grant program service delivery and obligation of grant funds.
- Conducted foundational training and developed a governmental affairs checklist to assist new specialists with presenting response and recovery information related to FEMA programs policies and procedures.
- Submitted daily governmental affairs liaison activity report to become part of the executive summary for consideration to the External Affairs Officer and Federal Coordinating Officer.

### **Community Engagement Specialist, North Carolina Emergency Management | 2018-2019**

Hurricane Florence

- Conducted disaster survivor needs assessment intake at the disaster recovery center and provided referrals to federal, state and county disaster recovery resources for over 500 disaster survivors.
- Educated disaster assistance applicants on FEMA grant program registration process and appeals process.
- Assisted disaster survivors with referrals to additional community and state resource information.
- Supported FEMA direct housing recertification inspectors and disaster case managers during visits to disaster survivors.
- Compiled Federal, State, and local government recovery program information, nonprofit and community resource assistance information into a resource guidebook.

### **Volunteer Infrastructure Program Fellow, AmeriCorps | 2015-2016**

- Developed and implemented a volunteer program engaging high-value volunteers, particularly specialized/skilled volunteers and volunteers who take on leadership roles in the organization.
- Developed business partnerships that provide support for the Partner Site.
- Recruited and trained community members as volunteers to support the infrastructure of programs within nonprofit organizations.
- Tracked program and infrastructure development at the Partner Site, utilizing a defined AmeriCorps Member Work Plan.

- Served side-by-side with volunteers to provide guidance, to better understand the client's needs, and to improve the volunteer experience.

**External Relations Community Partnership Supervisor (Volunteer), American Red Cross | 2015-2016**

- Successfully collaborated with Volunteer Organizations Active in Disaster (VOAD) members' organizations, community partners, and the Virgin Islands Territorial Emergency Management Agency to develop a VOAD response and recovery plan.
- Collaborative with community leaders and organizations to build capacity, coordinated response and recovery activities, and address challenges to reaching vulnerable populations.
- Engaged private sector partners to invest in the VOAD response and recovery plan.
- Partnered with the Salvation Army and several local church organizations to implement the Salvation Army's "Preparing Together" program.



**Kate Smith**  
Planner II/GIS

*Ms. Smith has over 15 years of experience in emergency management, and she excels in helping clients understand and visualize risk through maps and modeling.*

## 15+ YEARS

EXPERIENCE IN GIS &  
EMERGENCY MANAGEMENT

### EXPERTISE

- ▶ Technical Writing
- ▶ GIS
- ▶ Hazard Mitigation
- ▶ Mapping
- ▶ Data Collection and Analysis

### EDUCATION

- ▶ M.S., Geography, University of Utah
- ▶ B.S., Geography, Brigham Young University, 2003

## PROFESSIONAL QUALIFICATIONS

Ms. Smith is a client-focused Mitigation Planner and Geospatial Information Systems (GIS) Specialist. She has expertise in compiling, analyzing, and modeling information from diverse sources to build data-driven resources that effectively identify natural hazard vulnerabilities. She develops mitigation strategies to improve community resilience. Ms. Smith is a strategic thinker who investigates how new technologies and processes can improve quality and productivity. She is dependable, hard-working, adaptable, and accountable. Ms. Smith is committed to meeting and exceeding agency and client expectations.

## EXPERIENCE

### Hazard Mitigation Planner II, IEM | 2022-Present

- Analyzes impacts from various hazards in Santa Clara County, California. Gathers authoritative GIS data on hazard zones, critical facilities, infrastructure, demographics, and building inventory. Utilizes Hazus and GIS overlay tools to determine exposure and potential losses for multiple natural hazards. Prepares maps and other visual tools to facilitate interpretation of data results.
- Collaborates with clients and the IEM geospatial team to gather GIS data on critical facilities, infrastructure, and other community assets for Hazus analysis for Delaware SHMP. Composed maps of historical hazard impacts and other measures of vulnerability.
- Provided technical writing and review of hazard profiles for Alabama SHMP. Assisted with preparing materials for client planning meetings and documenting participation. Collaborated with planning partners to gather GIS data related to natural hazards, community assets, and historic hazard impacts.
- Assisted in updating community profiles for Washington County MJHMP for participating jurisdictions. Utilized GIS tools to identify structures and parcels within the FEMA 100-year floodplain and calculated total area and percentage of building and land exposure and potential dollar losses, summarized by occupancy and land use type.
- Develops and updates Local, Multi-Jurisdictional, and State Hazard Mitigation Plans.
- Collects and analyzes data related to natural hazards, community assets, and historical hazard impacts.
- Conduct vulnerability, capability, and risk assessments.
- Collaborates with local, state, tribal, and federal officials and other stakeholders to foster engagement in the mitigation planning process.
- Solicits and documents data and input from stakeholders to develop mitigation strategies.
- Technical writing and review of plans, documents, and reports.
- Assists with developing GIS/Mapping resources, spatial modeling, and analysis to develop and update risk assessment maps and other visualization tools (dashboards and similar dynamic displays).

**GIS Technician, Draper City, Utah | 2016-2017**

- Edited and maintained parcel dataset in SDE geodatabase.
- Utilized scripts and other automation techniques to merge datasets from two county databases into a common schema.
- Used GIS to produce data layers, maps, tables, and reports.
- Assisted with transitioning local business data into geospatial format.

**Adjunct GIS Instructor, Salt Lake Community College | 2013-2016**

- Prepared and presented instructional materials and software demonstrations on advanced GIS analysis techniques.
- Utilized Canvas online reporting system to document course syllabus and lesson materials and post grades on course assignments, presentations, and exams.
- Reviewed student work and provided constructive feedback.

**Mitigation Planner/GIS Specialist, Unified Fire Authority/Salt Lake County EM | 2004-2014**

- Updated local multi-jurisdictional hazard mitigation planning materials to comply with state and federal regulations.
- Facilitated mitigation planning team meetings, performed risk assessment analysis on hazard data and presented results, documented participant feedback, consolidated historical hazard impact records, and prepared written documents based on this information.
- Coordinated successfully with representatives from multiple local jurisdictions and state and FEMA representatives to accomplish planning goals, analyze hazard vulnerability, and develop appropriate mitigation strategies to limit hazard exposure risk.
- Supported the development of county emergency operation plans and strategic planning documents and assisted local officials in designing and implementing municipal emergency plans and other emergency management programs.
- Participated in training and exercises and after-action reporting related to emergency operations, response, and recovery planning efforts.
- Utilized GIS tools to identify geographic extent and vulnerability to natural hazards, collected, analyzed, and interpreted spatial data and imagery, and presented results in customized electronic and printed maps and reports.
- Reviewed data to verify currency, accuracy, usefulness, quality, and completeness of documentation.
- Provided geospatial intelligence via maps, dashboards, and other data visualization tools to support emergency response operations at the county Emergency Operations Center during multiple county emergencies.



## Lisa Poziomek Planner II

*Ms. Poziomek is a Master Exercise Planner with over 19 years of experience in Disaster Response and Recovery Operations.*

### 20+ YEARS

EXPERIENCE IN DISASTER  
RESPONSE & RECOVERY

#### EXPERTISE

- ▶ Disaster Response
- ▶ EOC Operations & Solutions
- ▶ Emergency Management
- ▶ Mass Care
- ▶ Individual Assistance
- ▶ Program Development & Management
- ▶ Strategic Planning
- ▶ Project Management
- ▶ Training and Exercise Development and Execution

#### EDUCATION

- ▶ B.S., Emergency Management, Indian River State College, 2022

### PROFESSIONAL QUALIFICATIONS

Ms. Poziomek gained extensive knowledge in disaster response and recovery from her background as a local Emergency Management Coordinator, Public Health Preparedness Coordinator, and Disaster Program Manager for the American Red Cross in Florida, including responding to numerous major disasters locally, statewide, and nationally. Ms. Poziomek has assisted in developing localized guidance to document and streamline the public and individual assistance reimbursement process. She has also assisted local governments with generating preliminary damage assessments, developing volunteer and donation management programs, and program administration for the Hazard Mitigation Grant Program and Mass Care and Logistics projects. Her notable disaster experience with local, state, and non-profit organizations includes Hurricanes Katrina, Sandy, Isaac, Matthew, Irma, Dorian, Isaias, Eta, Ian, Idalia, and COVID-19. Ms. Poziomek's innovative problem-solving approach, ability to manage and lead teams, hands-on disaster response, training and exercise development, and recovery and mitigation experience make her a valuable participant in numerous disaster projects.

### EXPERIENCE

#### Disaster Response Specialist III, IEM | 2021-Present

- Provides Emergency Management expertise in developing plans, training, and exercises for LUMA power company in Puerto Rico to ensure compliance with federal and regulatory requirements.
- Supported the Florida Division of Emergency Management (FDEM) by coordinating the community vaccination programs for the COVID-19 response.
- Coordinating efforts with FDEM operations section, legal, city, county officials, and vendors to support Health Equity sites throughout the state.
- Provides guidance and technical support to site managers to ensure safe and efficient operations.

#### Various Roles, Martin County, FL | 2014-2021

##### Emergency Management | 2018-2021

##### Public Health Preparedness Manager | 2014-2018

- Led in the development and maintenance of All-Hazard Plans, including:
  - Local Mitigation Strategy, Recovery and Mass Casualty
  - Mass Evacuation and Sheltering for coastal communities and within 10-mile EPZ
- Led the County's response to the COVID-19 pandemic, regularly coordinating with Florida Division of Emergency Management and Florida Department of Health personnel, County and city staff, Non-Governmental Organizations, the business community, and stakeholders.
- Successfully initiated procurement of needed Personal Protective Equipment, implementation of multiple community testing sites, coordination of reliable public information, non-congregate sheltering options, and set up a site for Point of Dispensing operations for the county.

- Led County response as Operations Manager to Hurricane Dorian, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Provided technical assistance for WebEOC end users in the EOC. Managed logistics throughout the operation, ensuring all resources needed for response and recovery were available.
- Coordinated with County, Cities, and Private Non-Profits to conduct rapid damage assessment and submit costs to the State of Florida, demonstrating the County had exceeded its Per Capita Impact Indicator, ensuring eligibility in Public Assistance categories A-G.
- Led County response as Operations Manager to Hurricane Eta, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Provided technical assistance for WebEOC end users in the EOC. Managed logistics throughout the operation, ensuring all resources needed for response and recovery were available.
- Led County response as Operations Manager to Hurricane Isaias, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Provided technical assistance for WebEOC end users in the EOC. Managed logistics throughout the operation, ensuring all resources needed for response and recovery were available.
- Coordinated with County, Cities, and Private Non-Profits to conduct rapid damage assessment and submit costs to the State of Florida, demonstrating the County had exceeded its Per Capita Impact Indicator, ensuring eligibility in Public Assistance.
- Led County response as Operations Manager to Hurricane Isaias, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Coordinated with County, Cities, and Private Non-Profits to conduct rapid damage assessment and submit costs to the State of Florida, demonstrating the County had exceeded its Per Capita Impact Indicator, ensuring eligibility in Public Assistance.

#### **Martin County, FL Public Health Preparedness Manager | 2014-2018**

- Led the Hospital Emergency Response Teams program development and training in response to CBBRN incidents.
- Managed and coordinated the Chem Pack program in coordination with the hospital system and state and federal partners.
- Provided training and exercises for the Strategic National Stockpile Program with all stakeholders.
- Supported County response to Hurricanes Matthew and Irma, coordinating evacuations, sheltering, public information, and all emergency response.
- Supervised implementation of the County's locally developed special needs sheltering program and ensured successful housing placement post-disaster in coordination with Elder Affairs.
- Managed federal preparedness grant with budget development, purchasing, and quarterly reporting.
- Provided multi-agency/multi-jurisdictional training and HSEEP-compliant exercises focused on public health emergencies.

#### **Disaster Program Manager, American Red Cross | 2009-2014**

- Deployed to Baton Rouge, Louisiana, as Mass Care Feeding Supervisor in response to Hurricane Katrina.
- Managed feeding routes, staff, and meal selection at out shelters in Louisiana.
- Managed staffing and food distribution for 12 trucks delivering from the warehouse.
- Worked with local representatives to ensure the employment of locals for catering services.
- Managed warehouse logistics, ensuring accountability and resource tracking.
- Deployed to Maine and New Hampshire as Staffing Lead in response to Hurricane Irene.
- Worked with local staff to ensure the needs of the areas impacted by Hurricane Irene were being met and policies for local responders were being followed.
- Provided lodging and staff assignments for incoming staff deployed nationwide.
- Deployed to New York for Hurricane Sandy as Government Operations Liaison.
- Led the fusion center and coordinated with FEMA to develop a recovery guide utilized at Disaster Recovery Centers in the state.
- Developed and managed demobilization plans and activities for Mass Care programs.



## Sabrina Lunsford

Planner I

*Ms. Lunsford's experience includes a keen attention to detail in Mitigation Planning, Risk Reduction, Technical Writing, and Research.*

### 7+ YEARS

MITIGATION PLANNING AND  
RISK REDUCTION

#### EXPERTISE

- ▶ Hazard Mitigation
- ▶ Risk Reduction
- ▶ Program & Project Management
- ▶ Leadership
- ▶ Technical Writing
- ▶ Research
- ▶ Self- Management
- ▶ Interpersonal Skills
- ▶ Attention to Detail
- ▶ Problem Solving
- ▶ Community Lifelines
- ▶ Hazard Identification

#### EDUCATION

- ▶ M.S., Marriage and Family Therapy, Friends University, 2019
- ▶ B.S., Psychology, Fort Hays State University, 2017

### PROFESSIONAL QUALIFICATIONS

Ms. Lunsford came to IEM as a Planner 1 after serving as Risk Reduction Coordinator for the Kansas Army National Guard. She has actively participated in developing multiple plans, including writing, conducting hazard research, and compiling statistics and analyses. She has also taken extensive FEMA training, including courses on the hazards that could impact San Bernadino. She understands the importance of documenting the planning process to meet FEMA guidelines and identify key stakeholder contributions to enable plan maintenance moving forward. Before the COVID-19 pandemic restrictions, Sabrina demonstrated remarkable foresight by identifying the potential for high-risk casualties. She then devised and implemented standard operational procedures, best practices, and a range of safety measures across the company to minimize the risk of exposure and transmission to hundreds of vulnerable individuals and employees who visit and work for a private practice facility. Her commitment to mitigation and risk reduction enabled the facility to maintain total operational capacity throughout the pandemic.

### EXPERIENCE

#### Hazard Mitigation Planner, IEM | 2023-Present

- Assist state and local governments with developing hazard mitigation plans, including formulating mitigation goals, strategies, and objectives.
- Assist with client and project development by keeping track of opportunities, identifying client needs, and creating proposals.
- Participated in Technical writing and evaluations, including the Tennessee State Hazard Mitigation Plan, the Alabama Enhanced State Hazard Mitigation Plan, and other risk assessments.
- Develop and/or update state, local, and federal hazard mitigation plans.
- Assists with planning research, data collection, and data management.
- Coordinates input from various plans, data sources, and stakeholders
- Facilitates planning team meetings, public outreach, and other stakeholder engagement.
- Collects and reviews data for incorporation into the capability assessment.
- Identifies mitigation solutions to reduce the identified hazard vulnerability.
- Provide guidance on FEMA Section 201 mitigation planning requirements.
- Provides client-facing technical consulting on program policy and procedures.

#### Pre-registration Analyst, Stormont Vail Health Care Hospital | 2022-2023

- Understood and followed the Stormont-Vail confidentiality policy and always maintained the confidentiality of patients, co-workers, volunteers, and physician offices.
- Received calls, faxes, or computer-generated orders from physician offices to schedule patients for hospital services. This includes the transcription of orders from providers outside of our organization.
- Followed the Stormont-Vail confidentiality policy.



- Received calls, faxes, or computer-generated orders from physician offices to schedule patients for hospital services.
- Taking into consideration the need for specialized resources such as anesthesia, hospitalists, pediatric intensivists, interpreters, etc., and coordinating these resources with the planned service.
- In/Out of network status, prior authorization, and medical necessity and taking appropriate actions to ensure proper billing, including completing Medicare ABN, Blue Cross Limited Waiver, or Financial Obligation documents.
- Collected and updated the comprehensive data set at the time of scheduling or preregistration, validating patient information, which includes a collection of patient demographics, insurance sources, accident information, and completion of the MSPQ.
- Created estimates when appropriate and calculated patient liabilities according to established procedures and as needed.
- Initiated the self-pay workflow, verified insurance, and coordinated benefits promptly, which included initiating pre-certifications (notice of admission) for bedded patients.
- Collected/updated the comprehensive data set during scheduling or preregistration.
- Created estimates when appropriate and calculated patient liabilities according to established procedures and as needed.
- Verified insurance and coordinated benefits in a timely manner.
- Applied advanced technical billing knowledge to track and resolve failed edits.
- Assisted team with problem-solving.

#### **Risk Reduction Coordinator, Magellan Federal/Dytech/Kansas National Guard | 2020-2021**

- Oversaw the ARNG Substance Abuse and Suicide Prevention Programs.
- Established positive relationships with State Points of Contact (POCs).
- Provided direct supervision, management, and oversight of the Prevention Coordinator(s) (PC) and Suicide Prevention Program Coordinator (SPC).
- Coordinated and conducted Substance Abuse Prevention (SAP) Training for ARNG Units that meet or supersede AR 600-85 requirements and AR 350-53.
- Coordinated Suicide Prevention (SP) and Bystander Training for ARNG leaders and units that met or superseded AR 600-63 requirements, DA-PAM 600-24, and ALARACT 057-2014.
- Provided delivery and review of Unit Risk Inventory (URI) and Reintegration Unit Risk Inventory (RURI) reports to the corresponding state-level POCs.
- Created and provided Unit commanders with the Risk Mitigation Plan (RMP), which includes recommended training based on URI results.
- Managed DAMIS accuracy and timeliness for SAP training and case management.
- Ensured CIMS accuracy and timeliness for SP.
- Managed the Substance Abuse referred Soldier cases from initial referral to final disposition status.
- Served as a member of the Commander's Readiness and Resiliency Council (CR2C) and the Adjutant General's Alcohol and Drug Intervention Council (ADIC).
- Established and maintained relationships with community-based providers.
- Attended and provided information briefings for Substance Abuse and Suicide—Interim Progress Reviews.
- Created and provided monthly Status reports for both SAP and SP.

#### **Office Manager, Dermatology PA | 2017-2020**

##### **Medical Assistant | 2012-2020**

- Implemented a new practice management system.
- Built insurance billing and claims processing system.
- Supervised, trained, and evaluated administrative staff.
- Created office policies and procedures manual.
- Created drug and alcohol program and monitored employee and patient risk for misuse.
- Collaborated with PCP in monitoring patients' mental health.
- Created absentee and vacation policies and an accrual system.
- Electronically documented patient history and complaints.
- Compliance and credentialing of physician and practice.
- Trained all new employees and students.
- Initiated any prior authorizations needed from insurance companies regarding additional tests or medications.
- Prepared patients for surgery using proper techniques.
- Assisted physician with surgery as well as sutured closures following surgery.

- Made sure regulations, guidelines, and standards were followed.
- Used popular software for electronic medical records (EMR), billing, scheduling, and payroll software.
- Participated in the hiring and onboarding of new administrative staff.
- Devised and implemented COVID-19 protocols.
- Developed and implemented office policies and procedures.
- Interim Coordinator of Training and Collection Site Monitoring, Kansas Health Solutions | 2013-2015
- Trained employees and supervisors per DOT regulations
- Developed training programs that include PowerPoint presentations, demonstrations, and tests.
- Trained personnel in the proper collection of urine drug screening, hair collections, and EBT training, both onsite and in-house.
- Supervised and scheduled mobile collectors for collections.
- Followed through to ensure work was complete at the end of each quarter and met quotas.
- Knowledge of bill preparation for website training.
- Coordinated, scheduled, and performed Regional Training up to, but not limited to, 100 individuals for DOT both in Kansas and Oklahoma.
- Complete collection site reviews, ensuring all contracted sites comply with regulations.
- In-depth knowledge of the Federal Code of Regulations.
- Notified the DER of each quarter of random participants and find alternates when needed using the proper route.



**Kenneth Taylor**  
Fire SME

*Disaster response, prevention, mitigation, and policy analysis with over 30 + years of experience with federal and military operations.*

## 30+ YEARS

EXPERIENCE IN RESPONSE,  
MITIGATION & PREPAREDNESS

### EXPERTISE

- ▶ Response Management
- ▶ Policy Analysis
- ▶ Military Operations

### EDUCATION

- ▶ A.A.S., Fire Science | Community College of Air Force, 2007
- ▶ Certification & Training
- ▶ Various FEMA IS Courses

## PROFESSIONAL QUALIFICATIONS

Kenneth Taylor leverages his 25 years of service with the United States Air Force and United States Air Force (Reserves), along with his 23 years of civil service with the United States Navy as a fire protection specialist, for his current position as a Disaster Response Specialist.

Mr. Taylor has vast knowledge garnered through his experience in planning, developing, and executing programs and policies for emergency and disaster response on behalf of the federal government and military. Throughout his career, Kenneth has managed teams, projects, and programs to support the mission at hand. He has held various positions in the fire service, from the entry-level firefighter to the executive level of fire chief, supporting all roles and responsibilities of prevention, mitigation, preparedness, response, and recovery for emergency response in support of all stakeholders.

## EXPERIENCE

### Disaster Response Specialist III, IEM | 2022-Present

#### California-Tustin Navy Hangar Fire 2023-Present

- As a member of the Finance component of the Incident Management Team under the Orange County Fire Authority, demonstrated a strong commitment to provide fiscal responsibility for the city and citizens of Tustin
- Provide technical and administrative guidance to the City Manager and other city staff members.
- Conducts evaluations of proposals, offers, and bids in accordance with 2 CFR 200 and federal financial regulations
- Periodically review documents of vendors' invoices for contract compliance
- Draft scopes of work for bid proposals to support work to be conducted for the City of Tustin
- Continuously evaluate and improve cost analysis processes
- As a team member, collaborated with the creation of a statistical methodology for tracking expenditures and invoices to account for funds obligated and executed
- Provide recommendations on future policies and procedures as needed for continued success and compliance of all procurements related to federal financing regulations.

#### New York – NYCEM 2023

- Coordinate with both respite site staff and City agencies, including New York City Emergency Management (NYCEM) and Health and Hospitals.
- Coordinate arrivals of asylum seekers to the Respite Center by communication with NYCEM staff at the Welcome Center.
- Troubleshoot and escalate issues as needed with NYCEM
- Work directly with onsite front-end staff to identify, address, and elevate issues.
- Welcome asylum seekers as they arrive and direct them to open cot spaces.
- Orient asylum seekers to the center, including bathrooms, showers, and dining areas

- Work with NYCEM to communicate and coordinate the movement of asylum seekers to HERRCs or their next destination, including coordination, logistics, or paperwork needs.
- Tracking and Reporting of individuals and families at the Respite Center by communicating with designated staff and keeping official records.
- Maintain count of available beds at the respite center, with support of designated staff on site.
- Report to NYCEM on any medical incidents, concerns, or other issues
- Provide start and end of shift reports as requested.
- Ensuring that the HOST system reflects current guest and shelter data.
- Submit all daily Bill of Ladens, sign-in rosters, and food invoices using the Airtable website

### **Various Roles, Department of Navy | 2015-2020**

**Battalion Fire Chief | 2020-2022**

**Interim Fire Chief | 2020**

**Deputy Fire Chief | 2019-2020**

**Health and Safety Officer | 2015-2018**

**Prevention Fire Chief | 2015-2018**

**Battalion Chief | 2002-2015**

**Fire Inspector | 1999-2001**

- Conducted training and acted as the incident commander utilizing the all-hazards emergency management plans to ensure the response teams could properly respond, control, contain, and recover after an aircraft incident, fire, security centric and chemical, biological, and radiological emergency.
- Instructed ICS 300/400 to installation personnel, reviewed and provided recommendations to the agency on their emergency management plans, policies, and procedures.
- Provided administrative and logistical support to the EOC (emergency operations centers) and other agencies during emergencies and exercises and acted as a liaison between federal, state, and local emergency responders to coordinate emergency responses.
- Served as senior fire department representative at the Whiting Field Emergency Operations Center during various aircraft emergencies and natural disaster incidents.
- Served as Fire Department subject matter expert (SME) on two critical \$45M aircraft hangar projects vital to tenant/COCOM missions.
- Conducted training and acted as the incident commander utilizing the all-hazards emergency management plans to ensure the response teams could properly respond, control, contain, and recover after an aircraft incident, fire, security centric and chemical, biological, and radiological emergency.
- Instructed ICS 300/400 to installation personnel, review and provide recommendations to the agency on their emergency management plans, policies, and procedures.
- Conducted safety briefs before and after all exercises and provided post-emergency incident debriefs.
- Provided administrative and logistical support to the EOC and other agencies during emergencies and exercises and acted as a liaison between federal, local, and Italian government agencies.
- Reviewed and formulated the department's goals and priorities for the emergency management policies, plans, and procedures as needed to meet the mission of the installation and readiness of the organization.
- As a member of the Installation Training Team, I monitored the department's readiness for new and existing emergency management policies by conducting various department all-hazard training exercises and base-wide exercises.
- Evaluated the effectiveness and efficiency of the emergency management program, developed alternatives, and provided recommendations for improving emergency response.
- Managed the Emergency Medical Services (EMS) program, supervising the daily activities of shift personnel, and handled fire and EMS personnel issues in our area of responsibility (AOR) consisting of over 500 military housing units, 25K personnel, the multi-million-dollar Naval Aviation Museum, and the Blue Angels F-18 Squadron.
- Coordinated the maintenance of five fire stations and apparatus maintenance for 20 vehicles.
- Conducted training and acted as the incident commander utilizing the all-hazards emergency management plans to ensure the response teams could properly respond, control, contained and recovered after an aircraft incident, fire, security centric and chemical, biological, and radiological emergency.
- Started monthly articles in the base newspaper, Gosport, on Fire Prevention and medical articles for EMS week.
- Introduced a new method of conducting flight line extinguisher accountability and serviceability by capturing data in Enterprise Safety Applications Management System (ESAMS) versus paper checklists.

- Assisted with the oversight of two fire station remodeling projects, to include arranging alternate billeting and meals for the on-duty personnel during the 6-month long renovation projects.
- Conducted base wide training on fire prevention rules, regulations, and policies.
- Conducted and evaluated facilities to ensure the National Fire Protection codes are made.



**Diana Rothe-Smith, CVA**  
Fire SME

*Subject matter expert on Volunteer and Donations Management, Voluntary Agency Coordination, Disaster Case Management, and FEMA regulatory and statutory authorities.*

## 17+ YEARS

EXPERIENCE IN EMERGENCY MANAGEMENT & COMMUNITY-BASED RECOVERY

### EXPERTISE

- ▶ Project Management
- ▶ Partner Engagement
- ▶ National Programs
- ▶ Whole Community
- ▶ Communications
- ▶ International Event Management
- ▶ Volunteer Management

### EDUCATION

- ▶ M.A., Organizational Leadership with Concentration in Civic Engagement and Social Impact, Claremont Lincoln University
- ▶ Emergency Management Institute, National Emergency Manager Advanced Academy
- ▶ Graduate Certificate in Emergency Management and Organizational Continuity, Boston University Metropolitan College
- ▶ B.A., Business Administration and Behavioral Science, Oglethorpe University

## PROFESSIONAL QUALIFICATIONS

Diana Rothe-Smith has been applying a whole community approach to disaster for nearly twenty years—at the local, state, and national levels- in government, nonprofit, and private sectors. Diana was the executive director of the National Voluntary Organizations Active in Disaster during Hurricanes Katrina (2005), Gustav and Ike (2008), the Deep Water Horizon (2009), Yukon River Ice Jams (2009), the American Samoa Tsunami (2009), the Haitian Earthquake (2010), and many floods and tornadoes. Diana was the FEMA Acting Section Chief for Voluntary Agency Coordination during the continued long-term recovery from Hurricane Maria (2017), the 2020 Puerto Rico earthquake, the COVID-19 national emergency (2020- 2022), unaccompanied migrant children (ongoing), and Hurricanes Laura (2020), and Ida (2021).

## EXPERIENCE

### Program Manager, Individual Assistance, IEM | 2022-Present

- Implements innovative approaches to disaster case management with whole community resource alignment.
- Establishes solutions to individual assistance housing and wrap-around services for better service delivery to survivors.
- Works with states to utilize federal statutory authorities, state coordination, and nongovernmental resources for survivors.
- Montana Disaster Case Management Program Management for 2022 Floods.
- Hurricane Ian, 2022- Florida Division of Emergency Management Individual Assistance and Recovery Technical Advisor
- Re-establishment of State-Led Disaster Housing Taskforce
- Outreach efforts for individuals and households' access to federal, state, and nonprofit resources
- Supported the coordination of nonprofits, businesses, and other resource alignments for housing gaps

### Various Roles, Federal Emergency Management Agency | 2018-2022

#### Voluntary Agency Coordination, Individual Assistance | 2019-2022

#### Office of Business, Industry, and Infrastructure Integration | 2018-2019

- Worked directly with nonprofit, philanthropic, and corporate partners to increase unity of effort to support survivors.
- Championed effective disaster case management to integrate federal programs and social service networks.
- Coordinated non-governmental resources to identify and fill gaps for Stafford and non-Stafford events, including the COVID-19 Global Pandemic, earthquakes, wildfires, hurricanes, tornadoes, floods, and humanitarian crises.
- Developed a mechanism to integrate in-kind donation offers from the private sector in the fulfillment of needs requested by states, territories, and tribes, as well as other unmet needs expressed by local communities and voluntary organizations.

- Created communications and outreach unit to provide more digestible situational awareness to direct service providers.
- Oversaw 2019 FEMA Partnership Day (onsite), 2020 Partnership Day (virtual), 2020 COVID Donations Processing Cell, 2021 Hurricane Primer Tabletop Exercise, 2022 Voluntary Agency Coordination chapter revision of the Individual Assistance Policy and Program Guide 2.0, and Donations Processing Unit Standard Operating Procedure.
- Technical guidance to National Business Emergency Operation Center (NBEOC) members and stakeholders.

**Senior Program Manager, Emergency Management, Volunteer Fairfax | 2017-2018, 2005-2006**

- Fairfax Emergency Operation Center Volunteer and Donations lead.
- Created and managed a resiliency program that integrated community businesses, houses of worship, homeowner associations, and others into the local response efforts.
- Led multi-agency effort for spontaneous unaffiliated volunteer management plan across the National Capital Region for its 2004 Urban Area Security Initiative DHS grant as part of a \$2 million volunteer and non-profit planning deliverable.

**Program Manager, Community Solutions, International Association of Fire Chiefs (IAFC) | 2014-2017**

- Firefighter Safety Through Advanced Research (FSTAR) Health, 2017: Created a marketing campaign and online public relations toolkit for this wellness and fitness initiative funded by a FEMA Fire Prevention and Safety Grant.
- National Volunteer Workforce Solutions, 2015 – 2017: Project Lead on this national multi-million-dollar federal SAFER grant.
- Whole Community Planning for Disaster, 2014- 2016: Developed course for FEMA National Training and Exercise Division
- World Police and Fire Games, Fairfax 2015, Director of Volunteer Workforce: Successfully recruited, trained, outfitted, and supervised over 4,000 volunteers for 61 sports and 10,000 athletes.
- International Association of Women in Fire and Emergency Services (I-Women), Association Manager, 2014 – 2016.

**Independent Contractor, Self-Employed | 2010-2013**

- 2011 Hurricane Sandy – Long-Term Recovery Grant Management and Volunteer Management
- Transportation Manager, 2012 Democratic National Convention.
- Senior Advisor- Disaster Planning, Volunteer Management for Volunteer Fairfax.
- Senior Advisor, National Voluntary Organizations Active in Disaster.

**Executive Director, National Voluntary Organizations Active in Disaster (NVOAD) | 2007-2010**

- Appointed by FEMA Administrator to National Advisory Council, served three years.
- Testified before United States Congress three times on behalf of service providers committed to donations management, disaster case management, and disproportionately affected populations.
- Author and Contributor: National Response Framework (2007), National Commission on Children & Disasters (2009), Disaster Housing Framework (2009), Multi-Agency Feeding Template (2009), and the National Disaster Recovery Framework (2010)
- Chaired the Coordinated Assistance Network (CAN), a program that brought together the CEOs from the largest disaster organizations for improved disaster case management service delivery.
- Co-chaired National Citizen Corps Council & Freedom Corps Volunteer Committee.
- Co-chaired the National Response Framework Volunteer & Donations Management Workgroup.
- Doubled staff and tripled budget through strategic long-term fundraising.
- Created strategic plan, membership criteria, and direct service standards of care.
- Served on policy committees for disaster housing, donations management, volunteer management, multi-agency coordination, public/ private partnerships, supply chain management, disaster case management, mass care, mass feeding, shelter operations, emotional and spiritual care, long term recovery, children's needs, and philanthropic coordination.
- Keynote speaker for state & national level conferences, including televised events.
- Non-profit coordination for over 20 national disaster activations.

**National Program Director, Disaster Services, Points of Light Foundation | 2006-2007**

- Served as training and technical assistance advisor to corporations, nonprofits, national service members, 318 volunteer centers, and the Corporation for National and Community Service (Now AmeriCorps).
- Chaired National VOAD Volunteer Management Committee & Citizen Corps Volunteer Committee.

**AmeriCorps VISTA Member, Greater DC Cares (Points of Light Affiliate) | 2003-2005**

- Community-based emergency preparedness for low-income families and individuals with differing abilities
- Supported region-wide volunteer management, human services, and disaster non-profit coordination components of the 2003 National Capital Region Urban Area Security Initiative DHS grant.



### **Special Event Project Manager and Trainer, Hands On Atlanta (Points of Light Affiliate) | 2002-2003**

- Created a six-week training curriculum for 300 volunteer project leaders who completed 500 large-scale projects across 15 days of service.

### **Project Manager, International Event Services | 1995-2002**

- 2002 Olympic Winter Games, Salt Lake City, Utah and 2000 Olympic Games, Sydney, Australia: planned and implemented systems, each with 500 vehicles, 450 staff, and five motor pools, at 20 venues and 40 accommodation sites, for 4,000 NBC broadcast employees, within a \$5 million budget.
- 2001 World Special Olympics, Anchorage, Alaska: conducted transport operations for 5,000 athletes, officials, media, and spectators to/from the Snowshoe and Cross-Country Skiing Venue.
- 1998 Goodwill Games: project manager to recruit, train, and supervise 1,500 transportation volunteers and 50 paid supervisors for the production of Time-Warner broadcast.
- 1996 Olympic Games, Atlanta, Georgia: personnel management and human resources coordination for 300 staff.

### **Various Disaster Deployments | 2004-2022**

- 2022 Uvalde School Mass Shooting- Voluntary Agency Situation Awareness in support of region.
- 2022 Migrant Border Support to Customs and Border Patrol- voluntary agency coordination.
- 2020- 2022 COVID-19 - Donations Processing Cell Supervision.
- 2019 Migrant Border Crisis- Humanitarian Coordination.
- 2018 Hurricane Florence- Volunteer and Donations Mgt Fairfax County, Virginia.
- 2017 Centreville Senior Living Fire- Case Management and Unmet Needs Fairfax County, Virginia.
- 2015 World Police and Fire Games- Crisis Management and Incident Command, Fairfax, Virginia.
- 2011 Hurricane Sandy- Long-Term Recovery Grant Management and Volunteer Management.

## APPENDIX B: FORMS

---

- Notice of Change of State of Incorporation and Legal Name
- MBE/WBE Statements



P.O. Box 110265  
Research Triangle Park, NC 27709

919-990-8191

[www.iem.com](http://www.iem.com)



**Notification of Change of State of Incorporation and Legal Name of  
Innovative Emergency Management, Inc. (a Louisiana corporation) to  
IEM International, Inc. (a Delaware corporation)**

To Whom It May Concern:

I am writing on behalf of Innovative Emergency Management, Inc., now known as **IEM International, Inc.**, to formally advise you of a recent change in our state of incorporation and our corporate legal name. This letter ensures that all our valued partners, including your agency, are fully informed of these changes. The company will continue to conduct business as **IEM**.

Change in State of Incorporation: As of January 16, 2024, Innovative Emergency Management, Inc. has changed its state of incorporation from Louisiana to **Delaware**, following a comprehensive review of the current legal and business environment and IEM's international presence.

Change in Corporate Legal Name: Concurrent with the change in state of incorporation, we have also rebranded our corporate identity. Effective January 16, 2024, Innovative Emergency Management, Inc. will legally operate under the new name **IEM International, Inc.**. This change reflects our evolving business model and expansion of services, as well as our strategic branding initiatives.

**Please be assured that these changes do not affect our existing contracts, obligations, shareholders, or business relationships.** Neither change represents a "change of control." The corporate entity remains the same, and all contractual agreements and understandings with your agency remain in full force and effect. Our Federal Employer Identification Number, DUNS number, and CAGE code remain unchanged. Additionally, our commitment to delivering high-quality services remains steadfast.

We request that you update your records to reflect our new state of incorporation and corporate legal name. All future correspondence, invoices, and documents should be addressed to IEM International, Inc., and any agreements or contracts in negotiation should be updated accordingly.

We appreciate your attention to this matter and the prompt update of your records. Our team remains available to assist with any further information or clarification you may need.

Thank you for your continued partnership and understanding. We look forward to maintaining and strengthening our business relationship.

Sincerely,

A handwritten signature in blue ink that reads "Brad Tiffie".

Brad Tiffie  
Chief Administrative Officer

# WBENC

WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Innovative Emergency Management, Inc. DBA IEM

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: May 31, 2001

Expiration Date: May 31, 2024

WBENC National Certification Number: 244942

WBENC National WBE Certification was processed and validated by Greater Women's Business Council, a WBENC Regional Partner Organization.



Authorized by Roz Lewis, President & CEO  
Women's Business Center



NAICS: 541611, 541990

UNSPSC: 80101600, 80101604, 80101606, 80101607, 80151605





WWW.NWBOC.ORG

MBE22052

CERTIFICATION NUMBER

01/16/25

EXPIRATION DATE

Certifies that:

**Innovative Emergency Management, Inc.  
DBA IEM**

has successfully met the requirements of the NWBOC national certification program for certification as a minority-owned and minority-controlled business.

The identified business has qualified as an eligible Minority Business Enterprise (MBE) as set forth in NWBOC standards and procedures.

**PHYLLIS HILL SLATER**  
Board Chair, NWBOC

541611, 541618, 541690, 541990, 561990

NAICS Code(s)

01/17/22

Date

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.





**SAFE. SECURE. RESILIENT.**

P.O. Box 110265 • Research Triangle Park, NC 27709 • (919) 990-8191 or (800) 977-8191 • [www.iem.com](http://www.iem.com)



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: Community Development - LVHAC**

**TIME REQUIRED**

**SUBJECT** Long Valley Hydrological Advisory  
Committee (LVHAC) Hydrologic  
Monitoring Access Agreements

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)  
Assumption of access and legal responsibility for stream gauges for hydrologic monitoring.

**RECOMMENDED ACTION:**

Authorize Mono County Community Development Director to sign the access agreement permission letter from Los Angeles Department of Water and Power (LADWP) to access two stream gauges on their property leased to Hot Creek Fish Hatchery operated by California Department of Fish and Wildlife (CDFW).

**FISCAL IMPACT:**

None. All costs for installing equipment and ongoing maintenance of equipment and infrastructure will be paid by Ormat per the funding contracts already approved by the Board.

**CONTACT NAME:** Nick Criss

**PHONE/EMAIL:** 760-924-1826 / ncriss@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Site Map 1</a>
<a href="#">Site Map 2</a>
<a href="#">LADWP Access Agreement Letter</a>
<a href="#">CDFW letter of permission</a>



**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/1/2024 1:45 PM	County Counsel	Yes
7/30/2024 11:54 AM	Finance	Yes
8/1/2024 10:36 PM	County Administrative Office	Yes

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

August 6, 2024

**To:** Board of Supervisors

**From:** Nick Criss, Code Enforcement Officer  
Wendy Sugimura, Director

**Re:** Assumption of access and legal responsibility for stream gauges for hydrologic monitoring

## Recommendation

Authorize Mono County Community Development Director to sign the access agreement permission letter from Los Angeles Department of Water and Power (LADWP) to access two stream gauges on their property leased to Hot Creek Fish Hatchery operated by California Department of Fish and Wildlife (CDFW).

## Fiscal Impact

None. All costs for installing equipment and ongoing maintenance of equipment and infrastructure will be paid by Ormat per the funding contracts already approved by the Board.

## Discussion

Mono County has a monitoring program in place under the Long Valley Hydrological Advisory Committee to collect data from certain sites in the Long Valley to monitor water quality issues related to Ormat's geothermal generation plant. Ormat is ultimately financially responsible for this monitoring by agreement with Mono County.

Mono County hired a consultant through an RFP process in 2023 to continue to perform the monitoring, rather than to have the U.S. Geological Survey (USGS) continue to perform the monitoring. Before they can begin monitoring activities, access agreements must be in place for the sites so that the consultant can install equipment and continue the Long Valley Hydrological Advisory Committee's monitoring program. The USGS requires that the transferee (Mono County, on behalf of the consultant contractor) must obtain written permission from the landowner(s) to operate and maintain the monitoring well or gaging station and provide those documents to the USGS.

The USGS also asserts that the transferee must also perform an independent engineering evaluation regarding the identification of design or structural deficiencies and suitability of the gaging station for the intended use.

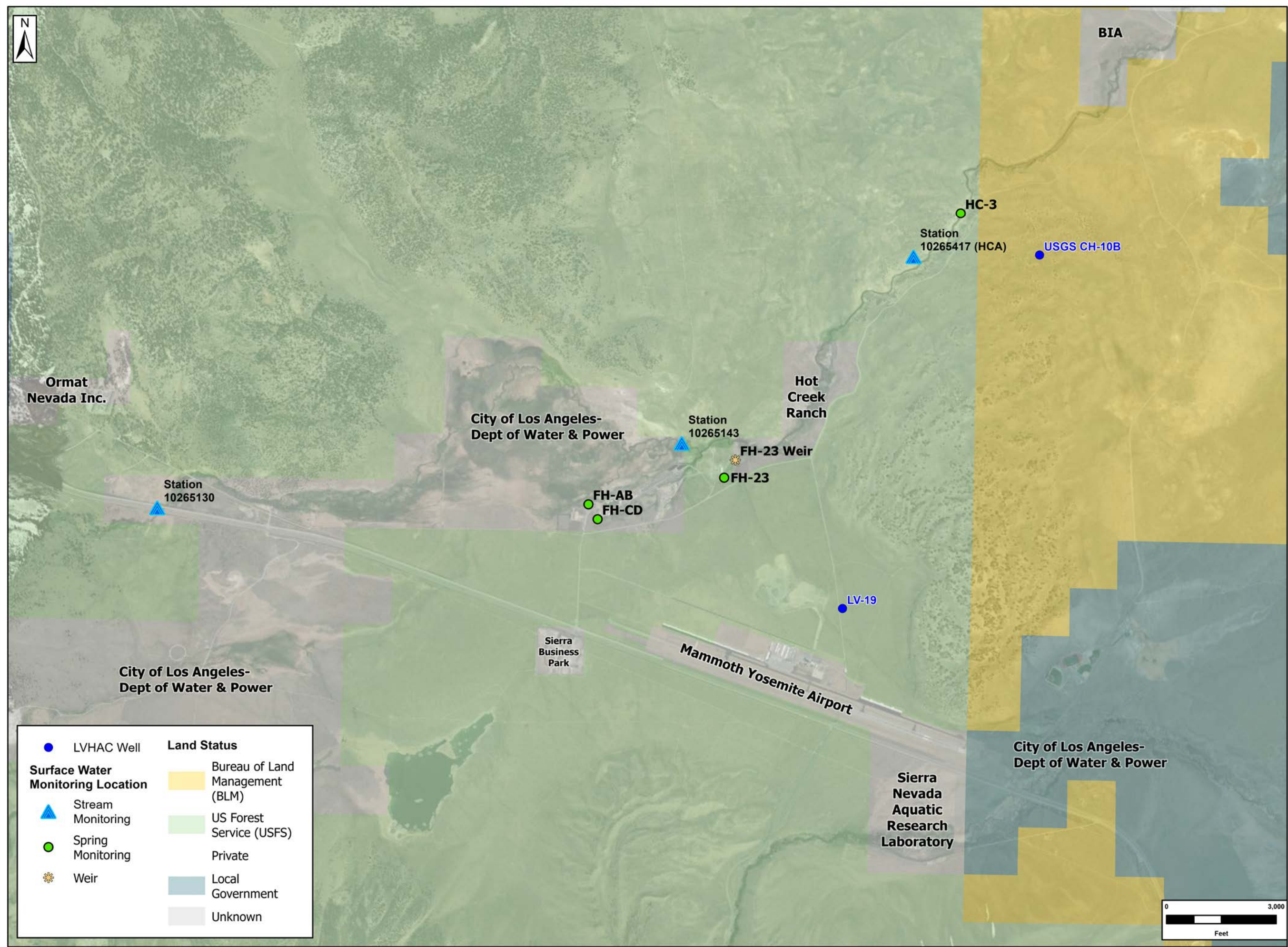
Once all documents are completed and submitted to the USGS, the USGS will then submit Transfer Documents for the new entity, Mono County.

Note: this agreement only covers the access and ownership transfer for monitoring sites FH-AB and FH-CD. FH-23 is on US Forest Service Land and will require a Special Use Permit which is currently being processed and will come back to the Board as a separate item.

## Attachments

- LADWP letter granting access for monitoring activities
- Letter of permission from CDFW
- Site maps





**FIGURE 1**  
 TITLE:  
**SITE MAP**  
 -SHOWING-  
**Monitoring Locations**  
**Mono County, California**

JOB NO.:  
**MCWD001**

DATE:  
**2/29/2024**

FILE:  
**Mammoth Monitoring**

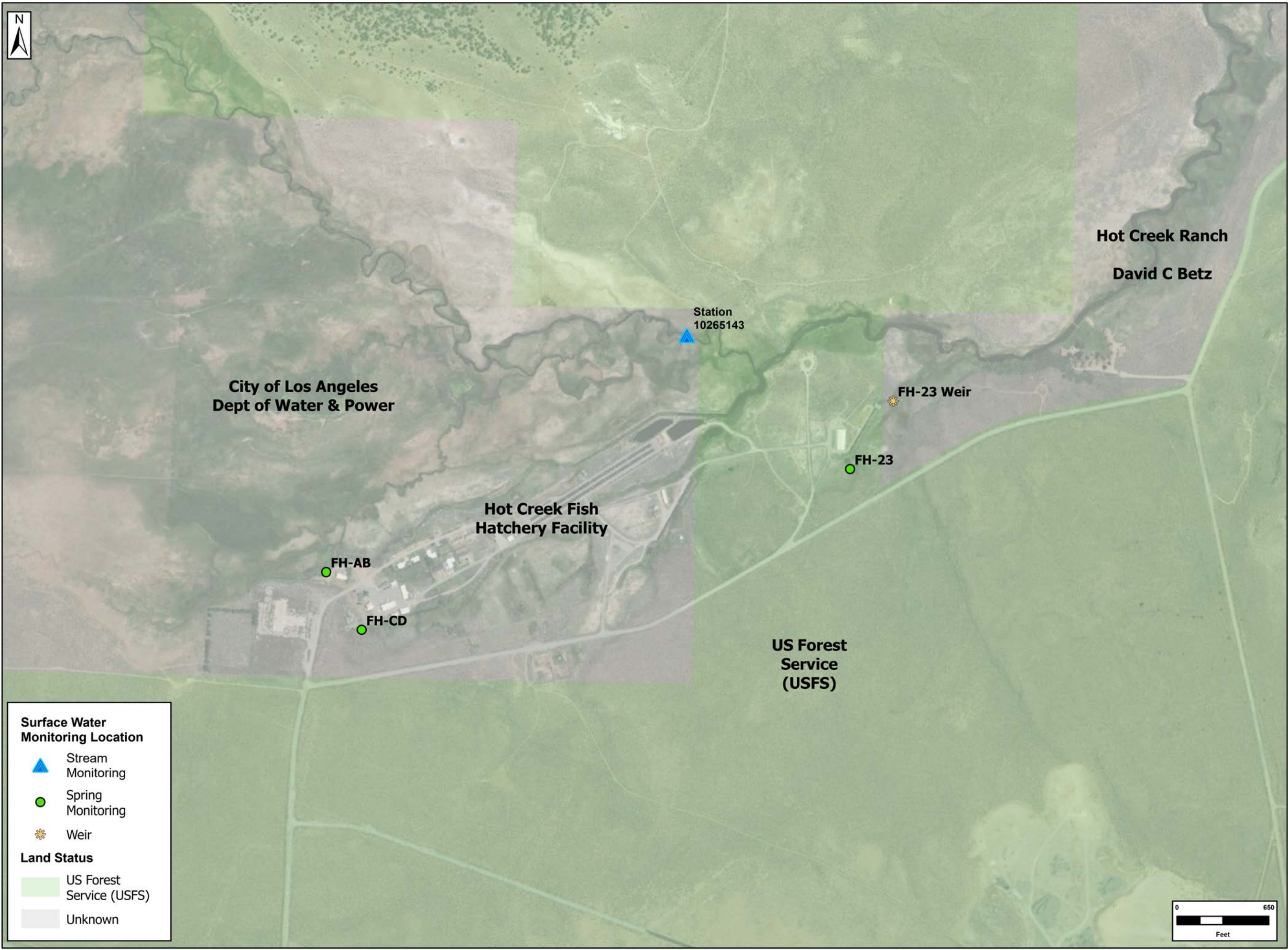
COORDINATE SYSTEM:  
**NAD 1983 UTM Zone 11N**

REF.	DESIGNED	HC
	DRAWN	HC
	CHECKED	JF
	APPROVED	JF




REVISION:  
 --









**Surface Water Monitoring Location**

-  Stream Monitoring
-  Spring Monitoring
-  Weir

**Land Status**

-  US Forest Service (USFS)
-  Unknown



**FIGURE 2**

TITLE:  
**SITE MAP**  
 -SHOWING-  
**Fish Hatchery**  
**Monitoring Locations**  
**Mono County, California**

JOB NO.:  
**MCWD001**

DATE:  
**2/29/2024**

FILE:  
**Mammoth Monitoring**

COORDINATE SYSTEM:  
**NAD 1983 UTM Zone 11N**

REF.	DESIGNED	HC
	DRAWN	HC
	CHECKED	JF
	APPROVED	JF

REVISION:  
 --







BUILDING A STRONGER L.A.

Karen Bass, Mayor

Board of Commissioners

Richard Katz, President

George S. McGraw, Vice President

Nurit D. Katz

Mia Lehrer

Wilma J. Pinder

Chante L. Mitchell, Secretary

Janisse Quiñones, Chief Executive Officer and Chief Engineer

May 24, 2024

Mr. Nick Criss  
Mono County Community Development  
P.O. Box 348  
Mammoth Lakes, CA 93546

Dear Mr. Criss:

Subject: Request to Access Existing Monitoring Sites at Hot Creek and at the Fish Hatchery on City of Los Angeles Property

This letter is in response to your e-mail proposal, received April 18, 2024, requesting permission to (1) access and maintain the existing spring and stream flow monitoring sites identified as Station 10265130, Station 10266143, FH-AB and FH-CD located on City of Los Angeles (City) property and shown on the attached map; (2) conduct quarterly manual flow readings using velocity meter and staff gauge, water quality sampling, downloading of data loggers and maintenance of onsite equipment and; (3) install a pressure transducer/data logger, and staff gauge(s);

It is understood that the above activities would occur over the course of one year. The Los Angeles Department of Water and Power (LADWP) intends to enter into a License Agreement to cover the monitoring for a longer term. Said Agreement is subject to approval by the Board of Water and Power Commissioners.

Permission is contingent on LADWP receiving a signed copy of this letter indicating your acceptance of the terms and conditions listed below. Please return the signed copy of this letter to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. If the signed copy of this letter has not been returned within 30 days, this permission will be revoked.

Permission is subject to the following terms and conditions:

1. This permission will not be interpreted as continued permission; it shall expire at the end of the day on May 31, 2025.

2. There is a non-refundable administrative fee of \$674 for processing this permission.
3. The acceptance and exercise of this permission shall be without liability or expense to the City and LADWP. All County of Mono (County) staff working on City property under this Letter of Permission (LOP) shall have proper qualifications to perform biological assessments as required under this LOP.
4. Care shall be taken to minimize the disturbance to groundcover and other vegetation in the area. All vehicles must remain on existing roads. All gates shall be left as they are found, either opened or closed.
5. In the event of unforeseen circumstances or should the operational needs of LADWP take precedence, it may be necessary for this permission to be modified or terminated. Any notice of termination of this permission will be made by providing you at least one (1) day written notice of the same. This written notice will be provided to the person and address on this permission. Any and all termination of this permission shall be without liability or expense to the City and LADWP. If it is necessary to add, remove, or amend any terms and conditions of this permission, said changes will be provided in writing for your acceptance; if acceptance is denied, LADWP may exercise its right of termination for convenience.
6. All contracts, approvals or permits from jurisdictional federal, state, county agencies or private parties, including other lessees of LADWP, shall be your responsibility.
7. County shall furnish LADWP with evidence of insurance that conforms to the insurance requirements contained in the enclosed *Applicable Terms and Conditions and Contract Insurance Requirements*, hereto and made a part hereof, which specifically outlines the types and amounts of coverage required for this permission. You may instruct your Insurance Broker to submit the required evidence of insurance documents using LADWP's Risk Management website at <https://www.ladwp.com/riskmanagement>. For further information or questions, you may contact Risk Management at (213) 367-4007 or (213) 367-4680.
8. Indemnification – General: County has inspected the Premises, knows the condition thereof, and on behalf of itself and its successors, assigns, contractors, sub-contractors and sub-licensees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of its officers, agents, successors in interest, insurers, assigns and/or

employees (individually and collectively, "Indemnitees"), and at the option of LADWP, defend by counsel satisfactory to LADWP, the Indemnitees from and against any and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to County's employees, customers, invitees and agents, or persons who enter onto the Premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to: 1) this Letter of Permission (LOP); 2) the LADWP Premises; 3) the acts, errors or omissions to act, willful misconduct, or non-performance or breach by County of any term and/or condition of this LOP; 4) the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by County or its officers, agents, employees, or sub-contractors of any tier with respect to the Premises covered under this LOP, regardless of any negligence on the part of the LADWP Indemnitees; except for the sole negligence or willful misconduct of LADWP. This indemnity shall be in addition to any other rights or remedies which Indemnitees have under law or under this LOP. This obligation shall survive the expiration or termination of this LOP.

9. **Indemnification – Environmental:** County, on behalf of itself and its successors, assigns, and sub permittees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles (City), the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including County's employees, contractors and sub-contractors of



Mr. Nick Criss  
Page 4  
May 24, 2024

any tier, customers, invitees, and agents, or other persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non performance or breach by County of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by County or its personnel with respect to the subject area/property covered under this permission, on the part of County, or its officers, agents, employees, or sub permittees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

If you have any questions regarding this permission, please write to LADWP's office at the above-noted address, or you may contact Mrs. Niki Lopez, Real Estate Officer at (760) 873-0360 or (760) 873-0370 or by e-mail at [nicole.lopez@ladwp.com](mailto:nicole.lopez@ladwp.com). Again, this permission will not be valid unless a signed copy of this letter has been returned to LADWP.

Sincerely,



Adam Perez  
Manager of Aqueduct

NL:fm  
Enclosures (to be signed and returned)  
c: Mr. Matthew Norris, CDFW  
Mrs. Niki Lopez

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT, AND ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS PERMISSION AS BINDING ON BEHALF OF THE ENTITY TO WHOM SAID PERMISSION IS GRANTED.	
DATED: _____	_____
BY: _____	_____
	SIGNATURE



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Hot Creek Hatchery  
121 Hot Creek Hatchery Rd.  
Mammoth Lakes, Ca 93546

*GAVIN NEWSOM, Governor*  
*CHARLTON H. BONHAM, Director*



May 31, 2024

Nick Criss  
Community Development Department  
Mono County, CA

RE: Permission to Enter and Sample on Hot Creek Hatchery

Dear Nick Criss,

This letter is in regard to your request to be able to enter Hot Creek Hatchery and sample where USGS has previously sampled our springs to monitor the long-term effects of the geothermal power production which is upstream of the hatchery. I discussed it with my supervisor Matt Norris, Senior Environmental Scientist Supervisor for Hatcheries in Regions 5 and 6, and neither Matt nor myself have any objections to the continued monitoring of our springs by the private contract consultant.

I ask if your crew is sampling and need to enter the spring, their boots and equipment is clean to help ensure no pathogens or invasive species are brought into the hatchery's water. Also, I would like to meet the people who are going to be doing the monitoring, this can be the day they are planning on sampling.

If you have any questions, you may contact me at 760 934-2664 or by email at [Michael.Escalier@wildlife.ca.gov](mailto:Michael.Escalier@wildlife.ca.gov)

Sincerely,

Mike Escallier, Fish Hatchery Manager II  
Hot Creek Hatchery



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: Public Works - Solid Waste**

**TIME REQUIRED**

**SUBJECT** Budget Adjustment for Public Works -  
Solid Waste Division for Fund  
Transfer

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A budget adjustment for FY 2023-24 is needed to reduce the cash deficit in the Solid Waste Enterprise Fund by increasing the transfer from the Solid Waste Parcel Tax Fund. This adjustment will preserve the balance of both Fund 616 and Fund 617 to allow for moving forward with the Benton landfill in FY 2024-25 and reduce the cash deficit in the Enterprise fund

**RECOMMENDED ACTION:**

Approve budget adjustment for FY 2023-24 to increase fund transfer amount to \$1,200,000 for funds to be transferred from the Solid Waste Parcel Tax Fund to the Solid Waste Enterprise Fund.

**FISCAL IMPACT:**

An increase in operating transfers from the Solid Waste Parcel fund to a total of \$1,200,000 will decrease the cash deficit in the Solid Waste Enterprise Fund and allow for a balance to be moved into Fund 617 during for closure of Benton landfill in accordance with applicable regulatory standards in the 2024-25 fiscal year.

**CONTACT NAME:** Paul Roten

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">ATR Solid Waste Fund 615,616 and 617 - signed</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/1/2024 1:38 PM	County Counsel	Yes
8/1/2024 11:50 AM	Finance	Yes
8/1/2024 2:55 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** August 6, 2024  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Paul Roten - Public Works Director  
**Re:** ATR to reduce fund transfer amount from Parcel Tax Fund to Operating Fund

## **Background:**

Solid Waste – There have been many changes in the Solid Waste program recently. As we have now operated with the Pumice Valley Landfill being the main center of operations, and as Mammoth Disposal has somewhat locked in their operations, we now have data to project future operational expectations and funding.

Revenues have not been covering the full cost of operations. For some time, the Solid Waste Operating fund has been operating with a negative balance. This negative balance has continued to increase year after year. Fiscal year 2023/2024 we included a fund transfer amount of \$600,000 which would have helped bring the deficit down, but it would not have corrected the whole amount.

## **Discussion:**

At this point it is preferred to further correct the Solid Waste Operations fund imbalance. This Adjustment will increase the total Fund Transfer into the Solid Operations fund by \$600,000 to a total of \$1,200,000. The original budget had \$450,000 being transferred from the Parcel Fee Fund and \$150,000 from the Closure Fund. We have determined that with the upcoming Closure cover project it is best to maintain the Closure fund at the Highest possible balance. Therefore, this Budget adjustment now has \$0 being transferred from the closure fund and \$1,200,000 being transferred from the Parcel Fee Fund. The Restricted fund balance increases annually by state mandated methods. This will reduce the deficit to about \$600,000.

The funds remaining in the Parcel Fee fund have been held to maintain the required Restricted Fund Balance and any potential Parcel Fee share required by recent resolution with the Town of Mammoth Lakes. The Parcel Fee fund balance will be increased by the collection of the Solid Waste Parcel Fee included on the Property Tax bills starting this fall.

It is expected that the 2024/2025 Solid Waste Operating Fund will also be short of balancing without transfers in from other accounts. For long term operations beyond 2024/2025, Public Works has a multi-pronged approach to correcting the long running issues with fund imbalances in the Solid Waste Program.

- As we move forward, FY 2024/25 is the final year of a long-running loan payment of \$322,000. This expense will not be included in FY 2024/25.
- We plan to finish the Pumice Valley required improvements, which will eliminate another \$320,000 of expense that has been included in the FY 2024/25 budget and will not be included in FY 2025/2026.
- The Gate Fee adjustment that we have made will help with revenues, and we plan to further balance those fees to match expenses.
- Finalizing the closure process at Benton Crossing Landfill will reduce work and effort. That reduction of work will reduce or eliminate the need to get support from the Road Division, further reducing costs.
- Public works is making efforts to bring more of the technical reporting work inhouse, including development of a Quickbase solution to invoice management and reporting data.
- Operationally we are working to better utilize the Solid Waste Construction Debris being delivered to the site and extend the life of the Pumice Valley Landfill, which helps delay the cost of closure.
- Public Works is searching for grant opportunities to support Operations, monitoring and closures.

With these changes we expect to make our Solid Waste Program sustainable into the future.

If you have any questions regarding this item, please contact Paul Roten at 760-920-0427, or [proten@mono.ca.gov](mailto:proten@mono.ca.gov)

Respectfully submitted,



---

Paul Roten, Public Works Director

**COUNTY OF MONO  
APPROPRIATION TRANSFER REQUEST**

Department:	Public Works - Engineering	Fiscal Year:	23-24
Budget Unit:	615-44-755 / 616-44-755 / 617-44-755	Date:	8/6/2024
Prepared by:	Paul Roten	Phone:	5456

**Revenue adjustment**

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+/-	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	615-44-755-60100	Solid Waste Enterprise Fund	\$600,000.00	\$600,000.00	\$1,200,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

**Expense adjustment**

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+/-	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	616-44-755-18100	Solid Waste Restricted Fund	\$450,000.00	\$750,000.00	\$1,200,000.00
-	617-44-755-18100	Solid Waste Closure Fund	\$150,000.00	(\$150,000.00)	\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

**Total (must be less than or equal to \$0) \$0**



**COUNTY OF MONO  
APPROPRIATION TRANSFER REQUEST**

**Explanation**

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

**1 - Why was this not anticipated at time of Budget Development?**

The 2023/2024 Budget included a \$600,000 transfer into the SW Enterprise fund that did not occur. This was a transfer of \$450,000 from the Restricted fund and \$150,000 from the Closure Fund. The Solid Waste Enterprise fund has been falling into a deficit range for some time, and must now be pulled towards a correction. We had proposed a transfer of \$1,200,000 from 616 to 615 in this budget to bring the program closer to correction.

**2 - Why are funds available for the budget adjustment? If total is not zero explain where funds are coming from and attach documentation of fund balance.**

The funds are being drawn from the 616 account, which is a restricted fund that collects the parcel fees. We have carefully reviewed the account and determined what can be moved without affecting the restricted portion of reserves within fund 616. Since we are soon to be putting out a contract to finish the cover project at Benton Crossing we have decided not to touch the 617 Closure fund

**3 - Is this a non-recurring event or should this be reflected in next years budget?**

This transfer does not fully correct the fund imbalance. Though we have raised fees, we expect to have a continuing problem. There are a couple of things that will affect and improve the fund imbalance:





- This fiscal Year we will pay off a loan that has been ongoing of \$322,000
- Required improvements should be complete at Pumice Valley also about \$320,000
- Further rate adjustments will be proposed.
- Software developed with IT will improve reporting efficiency
- Higher tech management will allow more in house reporting, to work towards reduced contract prices
- We are looking for grant opportunities to support our small county against the huge amount of work and expense meeting state responsibility and reporting guidelines.

Therefore, we expect 1 or two more years of deficit with the correction complete in FY 25/26 or 26/27.

In the next year or two, the Compactor must be replaced, which will push against our work to improve the budget

**Budget Request detail**

<input type="checkbox"/>	Board Approval not required
<input checked="" type="checkbox"/>	Board Approval required
<input type="checkbox"/>	Request for Contingency

<b>1. Department Head - Signature</b>	<b>2. Budget Office - Signature</b>
	
<b>3. Finance Director - Signature</b>	<b>4. CAO Office - Signature</b>
	












# ATR SW 1200k

Final Audit Report

2024-08-01

Created:	2024-07-26
By:	Paul Roten (proten@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfmHRk1aMgcxDHAgOZmukcer5rC4DLOOz

## "ATR SW 1200k" History

-  Document created by Paul Roten (proten@mono.ca.gov)  
2024-07-26 - 10:18:50 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Paul Roten (proten@mono.ca.gov)  
Signature Date: 2024-07-26 - 10:20:34 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Document emailed to Megan Chapman (mchapman@mono.ca.gov) for signature  
2024-07-26 - 10:20:35 PM GMT
-  Email viewed by Megan Chapman (mchapman@mono.ca.gov)  
2024-07-26 - 11:03:57 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Megan Chapman (mchapman@mono.ca.gov)  
Signature Date: 2024-07-26 - 11:05:10 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Document emailed to Janet Dutcher (jdutcher@mono.ca.gov) for signature  
2024-07-26 - 11:05:12 PM GMT
-  Email viewed by Janet Dutcher (jdutcher@mono.ca.gov)  
2024-07-30 - 0:06:05 AM GMT- IP address: 162.252.90.161
-  Document e-signed by Janet Dutcher (jdutcher@mono.ca.gov)  
Signature Date: 2024-07-30 - 0:07:43 AM GMT - Time Source: server- IP address: 162.252.90.161
-  Document emailed to Sandra Moberly (smoberly@mono.ca.gov) for signature  
2024-07-30 - 0:07:45 AM GMT
-  Email viewed by Sandra Moberly (smoberly@mono.ca.gov)  
2024-07-30 - 0:08:53 AM GMT- IP address: 104.28.85.129
-  Email viewed by Sandra Moberly (smoberly@mono.ca.gov)  
2024-07-31 - 3:56:38 PM GMT- IP address: 104.28.123.94





Document e-signed by Sandra Moberly (smoberly@mono.ca.gov)

Signature Date: 2024-08-01 - 4:00:58 AM GMT - Time Source: server- IP address: 162.252.88.212



Agreement completed.

2024-08-01 - 4:00:58 AM GMT



Powered by  
**Adobe**  
**Acrobat Sign**



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Special Event Road Closure  
Delegation to Public Works Director

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### **AGENDA DESCRIPTION:**

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

Proposed Resolution of the Mono County Board of Supervisors Delegating Authority for Temporary Closure of County Roads for Recurring Special Events.

---

### **RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

---

### **FISCAL IMPACT:**

This proposed resolution would reduce fiscal impact of Special Events. Annual preparation of individual special event resolutions can take many hours of staff time. With adoption of this resolution, this effort will no longer be required.

Special Events do have a cost, which typically average approximately \$500 per event, with the exception of the 4th of July event which uses a large amount of Public Works staff time. These costs result from the assistance provided by the respective Road Districts and Facilities Division for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures.

---

**CONTACT NAME:** Paul Roten

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

---

### **SEND COPIES TO:**

proten@mono.ca.gov

Kdodd@mono.ca.gov

Kspears@mono.ca.gov

Sreeves@mono.ca.gov

---

### **MINUTE ORDER REQUESTED:**

YES  NO

---

### **ATTACHMENTS:**

<b>Click to download</b>
<a href="#">📄 Staff Report</a>
<a href="#">📄 Special Event Resolution</a>

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/1/2024 1:46 PM	County Counsel	Yes
8/1/2024 11:00 AM	Finance	Yes
8/2/2024 8:50 AM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** August 6, 2024  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Paul Roten, Director of Public Works  
**Subject:** A Resolution of The Mono County Board of Supervisors Delegating Authority for Temporary Closure of County Roads for Recurring Special Events

**Background:**

Special events are held throughout the year in Mono County and are widely recognized as having beneficial impacts to local communities in the form of economic activity and regional notoriety.

Some of the events occur on or near County Roads and include traffic impacts. When such impacts exist, roads must be closed, or traffic controlled in accordance with section 982 of the California Streets and Highways Code. This code authorizes the Board of Supervisors to temporarily close County Roads and Grant the use to the managers of special events.

Most of these special events have become annual occurrences.

**Discussion:**

Each year the specific date of the Annual events varies. Often this requires last-minute Board agenda items to get authorization for Special Event Road Closures. This Resolution delegates authorization for Special Event Road Closures to the Director of Public Works, as listed in said Resolution.

In the future it is anticipated that there may be additional Special Events requiring closures. Public Works will bring those to the Board of Supervisors to be added to the list by way of Minute Order.

The Public Works Director shall further be authorized to develop traffic control plans, require traffic control plans be developed by event organizers, and deploy County traffic control devices and personnel as necessary to ensure the safe movement of regular traffic during said events.

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

Respectfully submitted,

Paul Roten – Director of Public Works

Attachments: Draft Resolution of The Mono County Board of Supervisors Delegating Authority for Temporary Closure of County Roads for Recurring Special Events



R24-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS DELEGATING AUTHORITY FOR TEMPORARY  
CLOSURE OF COUNTY ROADS FOR RECURRING SPECIAL EVENTS**

**WHEREAS**, many communities throughout the County host special events that require the closure of certain County roads; and

**WHEREAS**, said events provide substantial benefits to the residents of Mono County; and

**WHEREAS**, section 982 of the California Streets and Highways Code authorizes the Board of Supervisors to temporarily close County roads and grant the use thereof to the managers of said special events; and

**WHEREAS**, the Board of Supervisors wishes to delegate said authority to temporarily close County roads for those special events that typically recur annually to the Public Works Director.

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

The Public Works Director shall be authorized to temporarily close County roads and grant use of said roads for the special events listed:

1. Bridgeport 4th of July Celebration
2. TOML 4th of July Celebration
3. June Lake Triathlon
4. Gran Fondo race
5. ATV Jamboree
6. Sierra Safari
7. Bridgeport Fall Festival
8. Mammoth Tuff race
9. Ridge Rambler race
10. Bodie Fun Run
11. E. Clampus Vitus historic monument placement
12. California Police Athletic Federation race

Should a new recurring special event originate, the Public Works Director shall seek the approval of the Board of Supervisors to add the event to the list by way of minute order.

The Public Works Director shall further be authorized to develop traffic control plans, require traffic control plans be developed by event organizers, and deploy County traffic control



1 devices and personnel as necessary to ensure the safe movement of regular traffic during said  
2 events.

3 **PASSED, APPROVED and ADOPTED** this 6th day of August 2024, by the following  
4 vote, to wit:

5 **AYES:**

6 **NOES:**

7 **ABSENT:**

8 **ABSTAIN:**

9  
10  
11  
12 \_\_\_\_\_  
13 John Peters, Chair  
14 Mono County Board of Supervisors

15 **ATTEST:**

16 **APPROVED AS TO FORM:**

17  
18 \_\_\_\_\_  
19 Clerk of the Board

20  
21 \_\_\_\_\_  
22 County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Lee Vining Community Center  
Memorandum of Understanding

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed updated Memorandum of Understanding (MOU) to replace the existing Lee Vining Community Center MOU between Mono County and the Mono Lake Kutzadika Tribe that memorializes use of a portion of the center by the Tribe as tribal offices.

**RECOMMENDED ACTION:**

Approve and authorize the Chair to sign the updated MOU with the Kutzadika Tribe.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Karyn Spears

**PHONE/EMAIL:** 7606164651 / kspears@mono.ca.gov

**SEND COPIES TO:**

kspears@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[Staff Report Lee Vining Community Center MOU](#)

**History**

Time	Who	Approval
8/1/2024 1:42 PM	County Counsel	Yes
8/1/2024 12:16 PM	Finance	Yes

8/1/2024 10:35 PM

County Administrative Office

Yes

**Mono Lake Indian and Lee Vining Community Center  
Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into on this 5<sup>th</sup> day of March, 2024, by and between Mono County, a political subdivision of the State of California (County) and the Mono Lake Kutzadika Tribe (Tribe). The foregoing parties may be collectively referred to as “the Parties.”

**I. Recitals**

1. The Mono Lake Indian and Lee Vining Community Center (the Center) is a County-owned facility located at 296 Mattly Avenue in Lee Vining.

2. The funding for the Center came from a Community Development Block Grant (CDBG) through the California Department of Housing and Community Development (HCD) and from an Administration for Native Americans (ANA) grant awarded to the Tribe.

3. The County’s application to HCD for said funding, and the terms of the CDBG through which the funding was received, provide that a portion of the Center be used by the Tribe as tribal offices.

4. The Tribe, therefore, has an interest in the Center not only as a member of the Lee Vining Community, but also pursuant to the terms and conditions of the CDBG funding used to construct the Center.

5. In light of the Tribe’s and the County’s joint interests in the Center, the parties believe that it is necessary to come to some mutual agreement regarding the use and maintenance of the Center in order to streamline its operation in the future.

6. The purpose of this MOU, therefore, is to clarify the County’s and the Tribe’s respective rights, privileges, and obligations with respect to the Center and to outline policies and procedures designed to simplify use of the Center by both parties and by the entire community.

**II. Terms and Conditions**

1. Term. This MOU shall be in force and effect as of the date of execution by all parties and shall remain in effect in perpetuity unless terminated by either Party..

2. Obligations of the County. During the Term of this MOU, the County’s obligations with respect to the Center shall be as follows:

- Provide all needed insurance for the building, as determined by the County in its sole discretion, including, but not limited to, fire and property damage insurance. The County will hold the Parties to this MOU harmless from any injury caused by the condition of the building. Notwithstanding the foregoing, the County shall not be obligated to provide insurance covering damage to or

loss of property owned by any of the other Parties hereto. The County is only responsible for obtaining general liability insurance covering itself; the Tribe shall provide adequate insurance for itself as more specifically discussed below in Section 3 and name Mono County as an additional insured.

- Ensure that the Center complies with all applicable building, zoning, and land use laws.
  - Pay 100% of any taxes, assessments, or other governmental fees associated with the Center.
  - Provide janitorial services that include twice weekly vacuuming and cleaning of the restrooms.
  - Maintain the Center's building(s) and other structural improvement, grounds, and parking areas.
  - Pay 100% of the Center's total electricity costs.
  - Pay 100% of the Center's garbage collection costs.
  - Pay 100% of the propane costs incurred for heating the "common area." The "common area" is that area adjacent to (and entered through) the main entrance, including the halls, assembly room and kitchen, but excluding the tribal offices and the day care center, as depicted in Exhibit A.
  - Pay 100% of the Center's total costs for high speed internet.
3. Obligations of the Tribe. During the Term of this MOU, Tribe's obligations with respect to the Center shall be as follows:
- Staffing, funding, and executing its programs.
  - Pay 100% of the cost of its own telephone service.
  - Provide a general liability insurance policy as an umbrella policy with a minimum coverage limit of one million dollars (\$1,000,000) per occurrence. A certificate of insurance shall be provided to the County naming the County as an additional insured. Tribe is responsible for claims occurring because of their own acts or omissions.

4. Equipment Ownership. The Parties understand that equipment or other types of property will be purchased for and/or donated to the Center and that it may be difficult to track the exact source and/or ownership of such property after the passage of time. Therefore, the Parties agree that, unless otherwise specified as provided below, that any and all property affixed to or located within the common area shall become and remain the property of the County and any and all property affixed to or located within the tribal offices shall become and remain the property of the Tribe. If the County and the Tribe wish to designate certain property as theirs notwithstanding its location, they may do so by written agreement signed by both Parties. This Section 4 will survive any termination of this MOU.

5. Common Area Usage. Both Parties have the right to use the Center's common area (including the kitchen and the equipment therein), in accordance with the following requirements:

- When either Party uses the kitchen, it must clean up after itself and leave the kitchen in a clean and safe condition.
- No Party shall use—or allow anyone else to use—any equipment in the kitchen unless they have been trained in proper use of that equipment. Any Party who uses—or allows anyone else to use—any piece of kitchen equipment assumes the risk of damage or injury to persons or property from misuse of that equipment and agrees to indemnify, defend, and hold harmless the other parties from liability for such damage or injury.

6. Public and Private Access. Access to the Center shall be managed as follows:

- Except for cleaning or emergency purposes, access to the Tribe's offices shall only be with prior permission of the Tribe.
- Both Parties shall be entitled to a full set of keys (10 keys each) to all center areas. These sets of keys shall be held by a specific, designated person (or people) from both of the Parties to this MOU.
- A second full set of keys will be available within a combination-style lockbox. This lockbox will be located in the Center's common area. Each Party can then give its designated representative(s) the code to open the lockbox. Any Party using a key from the lockbox (for purposes consistent with this section) shall return it promptly to the lockbox immediately after its use. The Parties shall maintain a "sign-out list" adjacent to the lockbox and any person using a key from the lockbox shall so indicate on the list.
- Both Parties shall designate in writing for the benefit of the other Party, and keep current throughout the duration of the MOU, the specific representative(s) of that Party who possess a full set of keys and who know the combination to the lockbox.
- The common area of the Center can be used by members of the public, the County, or the Tribe through the Mono County reservation system. It is the responsibility of both Parties to this MOU to make reservations through the system for any non-routine event at the Center. Routine events need only be calendared through the Mono County reservation system once, with all future meeting dates and times noted.
- Users of the building other than the Parties to this MOU or the entity contracted with the County to provide childcare services in the Center will be charged a reasonable reservation fee and will be required to leave a security deposit. The reservation fee will be applied to the County's expenses in maintaining the building and managing the reservation system. The county

will keep any security deposit amounts needed to offset damage to the premises.

7. Center Usage Committee. In order to promote better understanding and relations between the Parties regarding the issues addressed by this MOU and any other issues pertaining to Center usage, a Center Usage Committee may be established, which shall be comprised of one representative from each Party and one representative from the Lee Vining community mutually agreed upon by the Parties (three members in total). A majority of the Committee members shall constitute a quorum. The Committee shall meet at the Center as often as it deems necessary. Notice of any meeting will comply with the Brown Act, and special notice will be given to each member of the Committee at least two weeks before any such meeting takes place to the addresses listed under section 12, Notices, of this MOU. The Committee may discuss any issues it deems relevant to its mutual usage of the Center any may make decisions regarding such usage by an affirmative vote of a majority of its members. Such decisions shall be binding on the Parties provided they are not inconsistent with this MOU and do not result in structural changes to the Center or force any Party to bear any additional costs or liability or violate any County fees or regulations.

8. Notice of Repairs or Improvements. The County will provide the Tribe with reasonable notice of any repairs to be conducted o improvements to be undertaken which will impact the Tribe's use of its portion of the Center. If the Tribe believes that repair or maintenance of any part of the Center is needed, it shall notify the County's Director of Public Works in writing. The County may, in its discretion and if funding allows, undertake the repair or maintenance itself, may contract with a third party to do so, or it may authorize the Tribe to do so. Authorization shall be in writing.

9. Nondiscrimination. During the performance of this MOU, the Parties and their 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 other person because of race, religion, color, ancestry, national origin, physical handicap, medical condition marital status, age, sex, gender expression, or other protected status. The Parties and their agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder in the California Code of Regulations. The Parties shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

10. Assignment. No Party may assign its interests under this MOU without the prior written consent of the other Party.

11. Termination.

- a. *Default.* It is mutually understood and agreed that should either Party fail to faithfully and truly comply with each and every provision of this MOU, the other Party may, at its option, declare the MOU to be materially breached and give the breaching Party 30 days' written notice of its intent to terminate.



- b. *Insolvency and Bankruptcy*. If any Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudged bankrupt, either voluntarily or involuntarily, this MOU shall immediately terminate and shall not be assignable by any operation or process of law, nor be treated in any way whatsoever as an asset of the Party after such event.

12. Notices. All notices required or permitted under this MOU will be in writing and delivered to the parties personally or by first class mail at the addresses stated below:

<u>County:</u>	<u>Tribe:</u>
Office of the County Counsel	Charlotte Lange, Chairperson
1290 Tavern Road	P.O. Box 237
P.O. Box 2415	Lee Vining, CA
Mammoth Lakes, CA	93541
Attn: Emily Fox	760 709 1273
Tel: 760-924-1700	

The Parties may, by notice as provided above, designate a different address to which notice must be given.

13. Entire MOU; Modification; Waiver. This MOU constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this MOU shall be binding unless executed in writing by both Parties. No waiver of any of the provisions of this MOU shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

14. Severability. Each provision of this MOU is severable from any and all other provisions of this MOU. Should any provision(s) of this MOU be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the Parties shall not be impaired thereby.

15. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California.

16. Representation by Counsel. The Parties acknowledge that this MOU is executed voluntarily by them, without duress or undue influence on the part of or on behalf of any other Party. The Parties further acknowledge that they have participated in the negotiation and preparation of this MOU and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive their right(s) to do so, and that they are fully aware of the contents of this MOU and of its legal effect. Thus, any ambiguities in this MOU shall not be resolved in favor of or against either Party. The Parties specifically acknowledge that the Mono County Counsel has only represented the County with respect to the negotiation and preparation of this MOU and that the Parties have consented to such

representation and have knowingly and voluntarily waived any actual or potential conflict associated with such representation.

III. Execution

In witness of the foregoing provisions the Parties have signed this MOU through their authorized representative below as of the date first written above:

The County:  
The County of Mono, a political subdivision  
of the State of California

The Tribe:  
Mono Lake Kutzadika Tribe

---

By: John Peters, Chair  
Mono County Board of Supervisors  
Date:

---

By: Chairperson  
Date:

APPROVED AS TO FORM:

---

Mono County Counsel



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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 6, 2024

**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 6/30/2024.

## RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 6/30/2024.

## FISCAL IMPACT:

None

**CONTACT NAME:** Gerald Frank

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

## SEND COPIES TO:

## MINUTE ORDER REQUESTED:

YES  NO

## ATTACHMENTS:

Click to download
<a href="#">Treasury Transaction Report for the month ending 6/30/2024</a>

### History

Time	Who	Approval
7/30/2024 11:28 AM	County Counsel	Yes
7/22/2024 12:06 PM	Finance	Yes
7/31/2024 9:50 PM	County Administrative Office	Yes



## Mono County Transaction Summary by Action Mono County: Investment Portfolio

Begin Date: 5/31/2024, End Date: 6/30/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	6/11/2024	23204HPL6	244,000.00	Customers Bank 4.7 6/11/2029	100.00	244,000.00	0.00	4.70	244,000.00
Buy	6/12/2024	21056RAC3	249,000.00	Consumers Federal Credit Union 4.55 6/12/2029	100.00	249,000.00	0.00	4.55	249,000.00
<b>Subtotal</b>			<b>493,000.00</b>			<b>493,000.00</b>	<b>0.00</b>		<b>493,000.00</b>
Deposit	6/28/2024	OAKVALLEY0670	18,279.95	Oak Valley Bank Cash	100.00	18,279.95	0.00	0.00	18,279.95
Deposit	6/28/2024	OAKVALLEY0670	14,126,408.66	Oak Valley Bank Cash	100.00	14,126,408.66	0.00	0.00	14,126,408.66
Deposit	6/30/2024	CAMP60481	237,117.60	California Asset Management Program LGIP	100.00	237,117.60	0.00	0.00	237,117.60
Deposit	6/30/2024	31846V203	17,048.65	First American Gov Fund MM	100.00	17,048.65	0.00	0.00	17,048.65
Deposit	6/30/2024	FIT	1,000,000.00	Funds in Transit Cash	100.00	1,000,000.00	0.00	0.00	1,000,000.00
<b>Subtotal</b>			<b>15,398,854.86</b>			<b>15,398,854.86</b>	<b>0.00</b>		<b>15,398,854.86</b>
<b>Total Buy Transactions</b>			<b>15,891,854.86</b>			<b>15,891,854.86</b>	<b>0.00</b>		<b>15,891,854.86</b>
<b>Interest/Dividends</b>									
Interest	6/1/2024	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	697.88	0.00	697.88
Interest	6/1/2024	13032UC48	0.00	California Health Facilities Financing Authority 3		0.00	8,110.00	0.00	8,110.00
Interest	6/1/2024	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	1,015.10	0.00	1,015.10
Interest	6/1/2024	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	930.51	0.00	930.51
Interest	6/1/2024	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	930.51	0.00	930.51
Interest	6/1/2024	68283MAP1	0.00	OnPath Federal Credit Union 4.85 7/31/2028		0.00	1,017.44	0.00	1,017.44
Interest	6/1/2024	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	6/1/2024	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	6/1/2024	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	941.08	0.00	941.08
Interest	6/1/2024	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	6/1/2024	378612AE5	0.00	City of Glendora CA POB 1.898 6/1/2024		0.00	4,745.00	0.00	4,745.00
Interest	6/1/2024	3133ENGC8	0.00	FFCB 1.32 6/1/2026		0.00	6,600.00	0.00	6,600.00
Interest	6/1/2024	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	6/1/2024	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	951.66	0.00	951.66



## Mono County Transaction Summary by Action Mono County: Investment Portfolio

Begin Date: 5/31/2024, End Date: 6/30/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	6/2/2024	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	6/5/2024	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	676.73	0.00	676.73
Interest	6/7/2024	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	6/7/2024	90355GKU9	0.00	UBS Bank USA 4.1 2/7/2029		0.00	867.07	0.00	867.07
Interest	6/8/2024	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	1,015.10	0.00	1,015.10
Interest	6/8/2024	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	993.95	0.00	993.95
Interest	6/8/2024	29367SJK8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	6/8/2024	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	6/8/2024	898812AB8	0.00	Tucson Federal Credit Union 4.95 8/8/2028		0.00	1,042.62	0.00	1,042.62
Interest	6/9/2024	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	884.65	0.00	884.65
Interest	6/10/2024	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	898.79	0.00	898.79
Interest	6/10/2024	3133ELH80	0.00	FFCB 0.68 6/10/2025-22		0.00	3,400.00	0.00	3,400.00
Interest	6/10/2024	291916AL8	0.00	Empower Federal Credit Union 4.6 5/24/2029		0.00	533.47	0.00	533.47
Interest	6/10/2024	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	697.88	0.00	697.88
Interest	6/10/2024	3130AQ3F8	0.00	FHLB 1.15 12/10/2024-22		0.00	5,750.00	0.00	5,750.00
Interest	6/11/2024	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	6/12/2024	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	744.96	0.00	744.96
Interest	6/13/2024	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	6/13/2024	3130A5R35	0.00	FHLB 2.875 6/13/2025		0.00	10,853.13	0.00	10,853.13
Interest	6/14/2024	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	6/14/2024	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	6/14/2024	12481GAZ0	0.00	CBC Federal Credit Union 4.65 5/14/2029		0.00	983.38	0.00	983.38
Interest	6/14/2024	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	1,004.53	0.00	1,004.53
Interest	6/15/2024	3133EPN50	0.00	FFCB 4.25 12/15/2028		0.00	21,250.00	0.00	21,250.00
Interest	6/15/2024	78413RAP2	0.00	SCE Federal Credit Union 4.25 2/15/2029		0.00	898.79	0.00	898.79



## Mono County Transaction Summary by Action Mono County: Investment Portfolio

Begin Date: 5/31/2024, End Date: 6/30/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	6/15/2024	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	740.18	0.00	740.18
Interest	6/16/2024	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	6/17/2024	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	951.66	0.00	951.66
Interest	6/17/2024	24422EVR7	0.00	John Deere Capital Corp 1.05 6/17/2026		0.00	2,625.00	0.00	2,625.00
Interest	6/18/2024	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	6/18/2024	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	6/18/2024	89236TJK2	0.00	Toyota Motor Credit Corp 1.125 6/18/2026		0.00	2,812.50	0.00	2,812.50
Interest	6/18/2024	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	6/20/2024	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	919.94	0.00	919.94
Interest	6/20/2024	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	930.51	0.00	930.51
Interest	6/21/2024	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	951.66	0.00	951.66
Interest	6/23/2024	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	6/23/2024	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	6/25/2024	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	951.66	0.00	951.66
Interest	6/25/2024	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	6/26/2024	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	6/26/2024	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	6/26/2024	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	729.60	0.00	729.60
Interest	6/26/2024	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	6/26/2024	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	6/27/2024	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	898.79	0.00	898.79
Interest	6/27/2024	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	157.97	0.00	157.97
Interest	6/27/2024	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	6/27/2024	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	6/28/2024	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	962.23	0.00	962.23
Interest	6/28/2024	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,053.15	0.00	1,053.15



## Mono County Transaction Summary by Action Mono County: Investment Portfolio

Begin Date: 5/31/2024, End Date: 6/30/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	6/28/2024	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	18,279.95	0.00	18,279.95
Interest	6/29/2024	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	6/29/2024	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	6/30/2024	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	409.32	0.00	409.32
Interest	6/30/2024	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	235.36	0.00	235.36
Interest	6/30/2024	CAMP60481	0.00	California Asset Management Program LGIP		0.00	237,117.60	0.00	237,117.60
Interest	6/30/2024	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	919.94	0.00	919.94
Interest	6/30/2024	LAIF6000Q	0.00	Local Agency Investment Fund LGIP		0.00	6,048.71	0.00	6,048.71
Interest	6/30/2024	31846V203	0.00	First American Gov Fund MM		0.00	17,048.65	0.00	17,048.65
Interest	6/30/2024	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	6/30/2024	77357DAB4	0.00	Rockland Federal Credit Union 5 11/30/2028		0.00	1,040.41	0.00	1,040.41
Interest	6/30/2024	91282CBC4	0.00	T-Note 0.375 12/31/2025		0.00	1,875.00	0.00	1,875.00
Interest	6/30/2024	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	867.07	0.00	867.07
Interest	6/30/2024	9128286Z8	0.00	T-Note 1.75 6/30/2024		0.00	8,750.00	0.00	8,750.00
Interest	6/30/2024	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	910.73	0.00	910.73
Interest	6/30/2024	3136G4XZ1	0.00	FNMA 0.74 6/30/2025-21		0.00	2,941.50	0.00	2,941.50
Interest	6/30/2024	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	900.49	0.00	900.49
Interest	6/30/2024	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	6/30/2024	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	930.51	0.00	930.51
Interest	6/30/2024	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,053.15	0.00	1,053.15
Interest	6/30/2024	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	15.50	0.00	15.50
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>404,768.78</b>		<b>404,768.78</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>404,768.78</b>		<b>404,768.78</b>
<b>Sell Transactions</b>									
Matured	6/1/2024	378612AE5	500,000.00	City of Glendora CA POB 1.898 6/1/2024	0.00	500,000.00	0.00	0.00	500,000.00
Matured	6/12/2024	299547AQ2	249,000.00	Evansville Teachers Federal Credit Union 2.6 6/12/	0.00	249,000.00	0.00	0.00	249,000.00





## Mono County Transaction Summary by Action Mono County: Investment Portfolio

Begin Date: 5/31/2024, End Date: 6/30/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Matured	6/30/2024	9128286Z8	1,000,000.00	T-Note 1.75 6/30/2024	0.00	1,000,000.00	0.00	0.00	1,000,000.00
<b>Subtotal</b>			<b>1,749,000.00</b>			<b>1,749,000.00</b>	<b>0.00</b>		<b>1,749,000.00</b>
Withdraw	6/6/2024	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	6/12/2024	CAMP60481	1,500,000.00	California Asset Management Program LGIP	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	6/14/2024	CAMP60481	1,500,000.00	California Asset Management Program LGIP	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	6/25/2024	OAKVALLEY0670	13,786,111.49	Oak Valley Bank Cash	0.00	13,786,111.49	0.00	0.00	13,786,111.49
Withdraw	6/26/2024	CAMP60481	3,000,000.00	California Asset Management Program LGIP	0.00	3,000,000.00	0.00	0.00	3,000,000.00
Withdraw	6/30/2024	31846V203	17,048.65	First American Gov Fund MM	0.00	17,048.65	0.00	0.00	17,048.65
<b>Subtotal</b>			<b>20,803,160.14</b>			<b>20,803,160.14</b>	<b>0.00</b>		<b>20,803,160.14</b>
<b>Total Sell Transactions</b>			<b>22,552,160.14</b>			<b>22,552,160.14</b>	<b>0.00</b>		<b>22,552,160.14</b>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments:** Finance

**TIME REQUIRED**

**SUBJECT** Quarterly Investment Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Investment Report for the Quarter ending 6/30/2024.

**RECOMMENDED ACTION:**

Approve the Investment Report for the Quarter ending 6/30/2024.

**FISCAL IMPACT:**

None

**CONTACT NAME:** Gerald Frank

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Investment Report for the Quarter ending 6/30/2024</a>

**History**

Time	Who	Approval
7/29/2024 8:40 AM	County Counsel	Yes
7/23/2024 2:30 PM	Finance	Yes
7/31/2024 9:54 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

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

Janet Dutcher, DPA, MPA, CPA, CGFM  
Finance Director

Kimberly Bunn  
Assistant Finance Director  
Auditor-Controller

P.O. Box 495  
Bridgeport, California 93517  
(760) 932-5480  
Fax (760) 932-5481

P.O. Box 556  
Bridgeport, California 93517  
(760) 932-5490  
Fax (760) 932-5491

**Date:** August 6, 2024  
**To:** Honorable Board of Supervisors  
Treasury Oversight Committee  
Treasury Pool Participants  
**From:** Gerald Frank  
**Subject:** Quarterly Investment Report

The Treasury Pool investment report for the quarter ended June 30, 2024 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Face Value** – Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows growth in the current mix of cash and investments when compared to prior months and particularly the same time last year. Additionally, the section at the bottom shows maturity by month for all non-same day investments.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, the county pool performance in comparison to two-year US Treasuries and the California Local Agency Investment Fund (LAIF).
- **Mono County Treasury Pool Participants** – Provides a graphic to make it easy to see the types of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff's Department has two accounts: The Civil Trust Account and the Sheriff's Revolving Fund. The balances in these accounts as of June 30, 2024 were \$30,997 and \$3,575 respectively.
- Mono County's PAPEBT (Public Agencies Post-Employment Benefits Trust) fund with PARS had a balance of \$30,289,871 as of June 30, 2024. This is a trust for the purpose of pre-funding both pension obligations and/or other post-employment benefits.

The Treasury was in compliance with the Mono County Investment Policy on June 30, 2024.

Weighted Average Maturity (WAM) as of June 30, 2024 was 587 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a book basis, the portfolio totaled \$190,099,165 and the market value was \$186,494,924 (calculated by US Bank) or 98.10% of book value. Market value does not include accrued interest, which was \$806,867 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	9/30/2023	12/31/2023	3/31/2024	6/30/2024
Average Daily Balance	180,097,421	194,379,546	201,903,669	204,031,705
Earned Interest (including accruals)	1,420,052	1,681,273	1,721,801	1,837,212
Earned Interest Rate	3.1283%	3.4316%	3.4299%	3.6216%
Number of Days in Quarter	92	92	91	91
Interest Received (net of amortized costs)	1,400,951	1,604,912	1,763,263	1,729,783
Administration Costs	\$11,726	\$13,737	\$22,680	\$12,360
Net Interest for Apportionment	\$1,389,225	\$1,591,175	\$1,740,583	\$1,717,423



## Mono County Portfolio Holdings by Security Sector As of June 30, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
<b>Cash</b>												
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	5,428,031.00	5,428,031.00	5,428,031.00	4.382	4.382	N/A	1	None		2.84
TTC Drawer Cash	CASH	10/12/2022	400.00	400.00	400.00	0.000	0.000	N/A	1	None		0.00
<b>Sub Total / Average Cash</b>			<b>5,428,431.00</b>	<b>5,428,431.00</b>	<b>5,428,431.00</b>	<b>4.382</b>	<b>4.382</b>		<b>1</b>		<b>0.00</b>	<b>2.84</b>
<b>Funds In Transit</b>												
Funds in Transit Cash	FIT	3/31/2018	1,000,000.00	1,000,000.00	1,000,000.00	0.000	0.000	N/A	1	None		0.52
<b>Sub Total / Average Funds In Transit</b>			<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>0.000</b>	<b>0.000</b>		<b>1</b>		<b>0.00</b>	<b>0.52</b>
<b>Local Government Investment Pools</b>												
California Asset Management Program LGIP	CAMP60481	8/3/2017	49,810,090.63	49,810,090.63	49,810,090.63	5.430	5.430	N/A	1	None		26.07
Local Agency Investment Fund LGIP	LAIF6000Q	7/1/2014	536,092.13	536,092.13	536,092.13	4.480	4.480	N/A	1	NR		0.28
<b>Sub Total / Average Local Government Investment Pools</b>			<b>50,346,182.76</b>	<b>50,346,182.76</b>	<b>50,346,182.76</b>	<b>5.420</b>	<b>5.420</b>		<b>1</b>		<b>0.00</b>	<b>26.35</b>
<b>Money Market Mutual Funds</b>												
First American Gov Fund MM	31846V203	3/14/2023	4,000,000.00	4,000,000.00	4,000,000.00	4.920	4.920	N/A	1	Moody's-Aaa		2.09
<b>Sub Total / Average Money Market Mutual Funds</b>			<b>4,000,000.00</b>	<b>4,000,000.00</b>	<b>4,000,000.00</b>	<b>4.920</b>	<b>4.920</b>		<b>1</b>		<b>0.00</b>	<b>2.09</b>
<b>CD Negotiable</b>												
1ST Financial Bank, USA 3.3 8/2/2027	32022RSG3	8/2/2022	249,000.00	249,000.00	237,897.09	3.300	3.300	8/2/2027	1,128	None	652.86	0.13
A+ Federal Credit Union 4.55 4/28/2028	00224TAP1	4/28/2023	249,000.00	249,000.00	247,797.33	4.550	4.550	4/28/2028	1,398	None	62.08	0.13
Abacus Federal Savings Bank 1.75 10/18/2024	00257TBJ4	10/18/2019	249,000.00	249,000.00	246,261.00	1.750	1.750	10/18/2024	110	None	143.26	0.13
Alaska USA Federal Credit Union 4.7 3/8/2027	011852AD2	3/8/2023	249,000.00	249,000.00	247,879.50	4.700	4.700	3/8/2027	981	None	705.39	0.13
All In FCU 4.4 12/20/2027	01664MAB2	12/20/2022	249,000.00	249,000.00	246,054.33	4.400	4.400	12/20/2027	1,268	None	300.16	0.13
Alliant Credit Union 5 12/30/2027	01882MAC6	12/30/2022	248,000.00	248,000.00	249,857.52	5.000	5.000	12/30/2027	1,278	None	0.00	0.13
American Express National Bank 3 5/4/2027	02589ACK6	5/4/2022	246,000.00	246,000.00	233,712.30	3.000	3.000	5/4/2027	1,038	None	1,152.49	0.13
American First Credit Union 4.25 4/27/2028	02616ABY4	4/27/2023	249,000.00	249,000.00	245,177.85	4.250	4.250	4/27/2028	1,397	None	86.98	0.13
Austin Telco FCU 1.8 2/28/2025	052392AA5	2/28/2020	249,000.00	249,000.00	243,046.41	1.800	1.800	2/28/2025	243	None	356.10	0.13
AXOS Bank 1.65 3/26/2025	05465DAE8	3/26/2020	249,000.00	249,000.00	242,471.22	1.650	1.650	3/26/2025	269	None	45.02	0.13
Bank of Botetourt 1.75 10/25/2024	063907AA7	10/25/2019	249,000.00	249,000.00	246,091.68	1.750	1.750	10/25/2024	117	None	59.69	0.13
Bank of the Valley NE 4.1 9/30/2027	06543PDA0	9/30/2022	249,000.00	249,000.00	243,574.29	4.100	4.100	9/30/2027	1,187	None	0.00	0.13
Bank of Utah 4.25 5/10/2028	065427AC0	5/10/2023	249,000.00	249,000.00	245,217.69	4.250	4.250	5/10/2028	1,410	None	579.86	0.13
Baxter Federal Credit Union 5 11/30/2026	07181JAV6	11/28/2022	248,000.00	248,000.00	248,726.64	5.000	5.000	11/30/2026	883	None	67.95	0.13
Beal Bank USA 1.9 2/17/2027	07371CE88	2/23/2022	247,000.00	247,000.00	229,001.11	1.900	1.900	2/17/2027	962	None	1,645.76	0.13
Beal Bank, a Texas State Bank 1.9 2/17/2027	07371AYE7	2/23/2022	247,000.00	247,000.00	229,001.11	1.900	1.900	2/17/2027	962	None	1,645.76	0.13
Belmont Bank & Trust Co 4.2 12/9/2027	08016PEL9	12/9/2022	248,000.00	248,000.00	243,461.60	4.200	4.200	12/9/2027	1,257	None	599.28	0.13
Blue Ridge Bank 4.2 2/28/2028	09582YAF9	2/28/2023	244,000.00	244,000.00	239,654.36	4.200	4.200	2/28/2028	1,338	None	3,453.44	0.13
BMO Harris Bank NA 4.5 5/16/2028	05600XQE3	5/16/2023	244,000.00	244,000.00	242,350.56	4.500	4.500	5/16/2028	1,416	None	1,353.70	0.13
BMW Bank North America 4.35 3/3/2028	05580AW34	3/3/2023	244,000.00	244,000.00	240,820.68	4.350	4.350	3/3/2028	1,342	None	3,460.45	0.13
Caldwell Bank & Trust Company 1.95 8/19/2024	128829AE8	8/19/2019	247,000.00	247,000.00	245,767.47	1.950	1.950	8/19/2024	50	None	1,741.86	0.13
Capital One Bank USA NA 2 8/21/2024	14042TCB1	8/30/2019	245,000.00	245,000.00	243,748.05	2.000	2.000	8/21/2024	52	None	1,745.21	0.13
Capital One NA 2.8 4/20/2027	14042RQS3	4/20/2022	246,000.00	246,000.00	232,624.98	2.800	2.800	4/20/2027	1,024	None	1,339.86	0.13
Carter Federal Credit Union 0.75 4/27/2026	14622LAA0	4/27/2023	230,176.62	248,000.00	230,749.12	0.750	5.004	4/27/2026	666	None	15.29	0.13
CBC Federal Credit Union 4.65 5/14/2029	12481GAZ0	5/14/2024	249,000.00	249,000.00	250,272.39	4.650	4.650	5/14/2029	1,779	None	507.55	0.13
Celtic Bank 1.35 4/2/2025	15118RUR6	4/2/2020	249,000.00	249,000.00	241,779.00	1.350	1.350	4/2/2025	276	None	257.87	0.13
Centerstate Bank 1 4/30/2025	15201QDK0	5/13/2020	248,000.00	248,000.00	239,416.72	1.000	1.000	4/30/2025	304	None	414.47	0.13



## Mono County Portfolio Holdings by Security Sector As of June 30, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
CF Bank 2 8/13/2024	15721UDA4	8/13/2019	249,000.00	249,000.00	247,959.18	2.000	2.000	8/13/2024	44	None	231.95	0.13
CIBC Bank 4.45 4/13/2028	12547CAX6	4/14/2023	244,000.00	244,000.00	241,894.28	4.450	4.450	4/13/2028	1,383	None	2,290.59	0.13
City National Bank of Metropolis 1.65 2/14/2025	17801GBX6	2/14/2020	249,000.00	249,000.00	243,409.95	1.650	1.650	2/14/2025	229	None	180.10	0.13
Commercial Savings Bank 1.8 10/18/2024	202291AG5	10/18/2019	247,000.00	247,000.00	244,258.30	1.800	1.800	10/18/2024	110	None	889.20	0.13
Community Commerce Bank 3.3 8/10/2027	20367GBH1	8/10/2022	249,000.00	249,000.00	237,837.33	3.300	3.300	8/10/2027	1,136	None	450.25	0.13
Congressional Bank 2.1 7/24/2024	20726ABD9	7/24/2019	247,000.00	247,000.00	246,397.32	2.100	2.100	7/24/2024	24	None	2,245.33	0.13
Connex Credit Union 0.5 8/26/2024	208212AR1	8/26/2021	249,000.00	249,000.00	247,057.80	0.500	0.500	8/26/2024	57	None	13.64	0.13
Consumers Federal Credit Union 4.55 6/12/2029	21056RAC3	6/12/2024	249,000.00	249,000.00	249,303.78	4.550	4.550	6/12/2029	1,808	None	558.72	0.13
County Schools FCU 4.4 9/30/2027	22258JAB7	9/30/2022	249,000.00	249,000.00	245,817.78	4.400	4.400	9/30/2027	1,187	None	0.00	0.13
Credit Union of Texas 4.4 12/9/2027	22551KAU6	12/9/2022	249,000.00	249,000.00	246,031.92	4.400	4.400	12/9/2027	1,257	None	870.48	0.13
Customers Bank 4.7 6/11/2029	23204HPL6	6/11/2024	244,000.00	244,000.00	245,800.72	4.700	4.700	6/11/2029	1,807	None	596.96	0.13
Delta National Bank and Trust 0.55 7/21/2025	24773RWB4	7/31/2020	249,000.00	249,000.00	237,209.85	0.550	0.550	7/21/2025	386	None	566.56	0.13
Department of Commerce FCU 5 11/30/2027	24951TAW5	11/30/2022	248,000.00	248,000.00	249,666.56	5.000	5.000	11/30/2027	1,248	None	0.00	0.13
Discover Bank 3.2 5/19/2027	254673D94	5/19/2022	246,000.00	246,000.00	234,878.34	3.200	3.200	5/19/2027	1,053	None	927.39	0.13
Dort Financial Credit Union 4.5 12/16/2027	25844MAK4	12/16/2022	247,000.00	247,000.00	244,878.27	4.500	4.500	12/16/2027	1,264	None	2,740.68	0.13
Eaglemark Savings Bank 2 3/2/2027	27004PCM3	3/2/2022	247,000.00	247,000.00	229,257.99	2.000	2.000	3/2/2027	975	None	1,624.11	0.13
Empower Federal Credit Union 4.6 5/24/2029	291916AL8	5/24/2024	249,000.00	249,000.00	249,784.35	4.600	4.600	5/24/2029	1,789	None	627.62	0.13
Enterprise Bank & Trust 1.8 11/8/2024	29367SJK8	11/8/2019	249,000.00	249,000.00	245,822.76	1.800	1.800	11/8/2024	131	None	270.15	0.13
Enterprise Bank 4.35 3/3/2028	29367RMJ2	3/3/2023	244,000.00	244,000.00	240,820.68	4.350	4.350	3/3/2028	1,342	None	3,460.45	0.13
First Financial 4.45 2/8/2028	32024DAC0	2/8/2023	249,000.00	249,000.00	246,622.05	4.450	4.450	2/8/2028	1,318	None	0.00	0.13
First Foundation Bank 4.7 11/4/2027	32026UYA8	11/4/2022	244,000.00	244,000.00	243,119.16	4.700	4.700	11/4/2027	1,222	None	1,790.89	0.13
First Jackson Bank 1.05 3/27/2025	32063KAV4	3/27/2020	248,821.09	249,000.00	241,355.70	1.050	1.150	3/27/2025	270	None	21.49	0.13
First National Bank of Michigan 1.65 2/14/2025	32114VBT3	2/14/2020	249,000.00	249,000.00	243,409.95	1.650	1.650	2/14/2025	229	None	180.10	0.13
Firstier Bank 1.95 8/23/2024	33766LAJ7	8/23/2019	249,000.00	249,000.00	247,707.69	1.950	1.950	8/23/2024	54	None	93.12	0.13
Flagstar Bank FSB 0.6 7/22/2025	33847E3W5	7/22/2020	249,000.00	249,000.00	237,306.96	0.600	0.600	7/22/2025	387	None	654.90	0.13
Goldman Sachs Bank USA 0.85 7/28/2026	38149MWX7	7/28/2021	248,000.00	248,000.00	228,435.28	0.850	0.850	7/28/2026	758	None	889.40	0.13
Haddon Savings Bank 0.35 10/20/2025	404730DA8	11/12/2020	248,518.43	249,000.00	234,124.74	0.350	0.486	10/20/2025	477	None	171.91	0.13
HealthcareSystemsFCU 4.35 1/31/2028	42228LAL5	1/31/2023	249,000.00	249,000.00	245,775.45	4.350	4.350	1/31/2028	1,310	None	0.00	0.13
Ideal Credit Union 4.5 12/29/2027	45157PAZ3	12/29/2022	249,000.00	249,000.00	246,908.40	4.500	4.500	12/29/2027	1,277	None	890.26	0.13
Inspire Federal Credit Union 1.15 3/18/2025	457731AK3	3/18/2020	249,000.00	249,000.00	241,766.55	1.150	1.150	3/18/2025	261	None	94.14	0.13
Institution for Savings in Newburyport 0.85 7/29/2	45780PAX3	7/29/2021	249,000.00	249,000.00	229,149.72	0.850	0.850	7/29/2026	759	None	5.80	0.13
Kemba Financial Credit Union 1.75 10/18/2024	48836LAF9	10/18/2019	249,000.00	249,000.00	246,261.00	1.750	1.750	10/18/2024	110	None	143.26	0.13
Latino Community Credit Union 4.5 12/21/2027	51828MAC8	12/21/2022	249,000.00	249,000.00	246,853.62	4.500	4.500	12/21/2027	1,269	None	276.29	0.13
LCA Bank Corp 4.8 11/15/2027	501798SZ6	11/15/2022	244,000.00	244,000.00	244,031.72	4.800	4.800	11/15/2027	1,233	None	1,508.12	0.13
Leaders Credit Union 5 6/30/2028	52171MAJ4	6/30/2023	248,000.00	248,000.00	251,142.16	5.000	5.000	6/30/2028	1,461	None	0.00	0.13
Liberty First Credit Union 4.4 1/17/2028	530520AB1	1/17/2023	249,000.00	249,000.00	246,153.93	4.400	4.400	1/17/2028	1,296	None	870.48	0.13
Live Oak Banking Company 1.85 1/20/2025	538036HP2	1/24/2020	249,000.00	249,000.00	244,254.06	1.850	1.850	1/20/2025	204	None	366.00	0.13
Metro Credit Union 1.7 2/18/2027	59161YAP1	2/18/2022	249,000.00	249,000.00	229,406.19	1.700	1.700	2/18/2027	963	None	336.32	0.13
Morgan Stanley Bank 4.65 4/6/2028	61690U3V0	4/6/2023	246,000.00	246,000.00	245,453.88	4.650	4.650	4/6/2028	1,376	None	2,663.88	0.13
Morgan Stanley Private Bank 5.05 11/8/2028	61768EE82	11/8/2023	243,000.00	243,000.00	247,123.71	5.050	5.050	11/8/2028	1,592	None	1,781.89	0.13
Neighbors Federal Credit Union 5 7/26/2028	64017ABA1	7/26/2023	248,000.00	248,000.00	251,315.76	5.000	5.000	7/26/2028	1,487	None	135.89	0.13
New York Community Bank 0.7 9/10/2024	649447VN6	9/10/2021	249,000.00	249,000.00	246,624.54	0.700	0.700	9/10/2024	72	None	534.84	0.13
OnPath Federal Credit Union 4.85 7/31/2028	68283MAP1	7/31/2023	247,000.00	247,000.00	248,976.00	4.850	4.850	7/31/2028	1,492	None	951.80	0.13
Pacific Enterprise Bank 1.15 3/31/2025	694231AC5	3/31/2020	249,000.00	249,000.00	241,460.28	1.150	1.150	3/31/2025	274	None	0.00	0.13
Pathfinder Bank 0.7 3/11/2026	70320KAX9	3/11/2021	249,000.00	249,000.00	231,667.11	0.700	0.700	3/11/2026	619	None	90.73	0.13



## Mono County Portfolio Holdings by Security Sector As of June 30, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Pentagon Federal Credit Union 0.9 9/29/2026	70962LAS1	9/29/2021	249,000.00	249,000.00	227,912.19	0.900	0.900	9/29/2026	821	None	6.14	0.13
Peoples Bank Newton NC 2 7/31/2024	710571DS6	8/1/2019	248,987.32	249,000.00	248,260.47	2.000	2.063	7/31/2024	31	None	0.00	0.13
Pitney Bowes Bank 4.35 4/13/2028	724468AC7	4/14/2023	244,000.00	244,000.00	241,054.92	4.350	4.350	4/13/2028	1,383	None	2,239.12	0.13
Preferred Bank LA Calif 2 8/16/2024	740367HP5	8/16/2019	249,000.00	249,000.00	247,889.46	2.000	2.000	8/16/2024	47	None	191.01	0.13
Raymond James Bank, NA 2 8/23/2024	75472RAE1	8/23/2019	247,000.00	247,000.00	245,693.37	2.000	2.000	8/23/2024	54	None	1,732.38	0.13
Resource One Credit Union 1.9 11/27/2024	76124YAB2	2/4/2020	245,193.16	245,000.00	241,533.25	1.900	1.700	11/27/2024	150	None	369.85	0.13
Rockland Federal Credit Union 5 11/30/2028	77357DAB4	12/1/2023	245,000.00	245,000.00	248,949.40	5.000	5.000	11/30/2028	1,614	None	0.00	0.13
San Francisco FCU 1.1 3/27/2025	79772FAF3	3/27/2020	249,000.00	249,000.00	241,445.34	1.100	1.100	3/27/2025	270	None	22.51	0.13
SCE Federal Credit Union 4.25 2/15/2029	78413RAP2	2/15/2024	249,000.00	249,000.00	245,730.63	4.250	4.250	2/15/2029	1,691	None	434.90	0.13
Sharonview Federal Credit Union 3.5 8/16/2027	819866BL7	8/16/2022	249,000.00	249,000.00	239,274.06	3.500	3.500	8/16/2027	1,142	None	358.15	0.13
Signature Federal Credit Union 4.4 1/31/2028	82671DAB3	1/31/2023	249,000.00	249,000.00	246,183.81	4.400	4.400	1/31/2028	1,310	None	0.00	0.13
SPCO Credit Union 4.35 1/20/2028	78472EAB0	1/20/2023	249,000.00	249,000.00	245,740.59	4.350	4.350	1/20/2028	1,299	None	296.75	0.13
Star Financial Credit Union 4.5 1/25/2028	85513MAA0	1/25/2023	249,000.00	249,000.00	246,980.61	4.500	4.500	1/25/2028	1,304	None	153.49	0.13
Synchrony Bank 1.45 4/17/2025	87165FZD9	4/17/2020	248,000.00	248,000.00	240,624.48	1.450	1.450	4/17/2025	291	None	729.05	0.13
The Farmers & Merchants Bank 3.2 8/5/2027	307811EM7	8/5/2022	249,000.00	249,000.00	237,145.11	3.200	3.200	8/5/2027	1,131	None	545.75	0.13
Third Federal Savings & Loan 1.95 11/25/2024	88413QCK2	11/25/2019	245,000.00	245,000.00	241,538.15	1.950	1.950	11/25/2024	148	None	471.21	0.13
Toyota Financial Savings Bank 0.9 4/22/2026	89235MKY6	4/22/2021	248,000.00	248,000.00	230,744.16	0.900	0.900	4/22/2026	661	None	421.94	0.13
Triad Bank/Frontenac MO 1.8 11/8/2024	89579NCB7	11/8/2019	249,000.00	249,000.00	245,822.76	1.800	1.800	11/8/2024	131	None	270.15	0.13
True Sky Credit Union 4.5 11/30/2027	89786MAH7	11/30/2022	244,000.00	244,000.00	241,713.72	4.500	4.500	11/30/2027	1,248	None	932.55	0.13
TTCU Federal Credit Union 5 7/26/2028	89854LAD5	7/26/2023	248,000.00	248,000.00	251,315.76	5.000	5.000	7/26/2028	1,487	None	135.89	0.13
Tucson Federal Credit Union 4.95 8/8/2028	898812AB8	8/8/2023	248,000.00	248,000.00	250,921.44	4.950	4.950	8/8/2028	1,500	None	739.92	0.13
UBS Bank USA 4.1 2/7/2029	90355GKU9	2/7/2024	249,000.00	249,000.00	244,164.42	4.100	4.100	2/7/2029	1,683	None	643.31	0.13
UFirst Federal Credit Union 4.8 3/9/2026	902684AC3	3/8/2023	249,000.00	249,000.00	248,235.57	4.800	4.800	3/9/2026	617	None	720.39	0.13
United Community Bank 1.65 2/7/2025	90983WBT7	2/7/2020	249,000.00	249,000.00	243,569.31	1.650	1.650	2/7/2025	222	None	258.89	0.13
University Bank 4.5 3/17/2028	914098DP0	3/17/2023	249,000.00	249,000.00	247,182.30	4.500	4.500	3/17/2028	1,356	None	399.08	0.13
USAlliance Federal Credit Union 3.45 8/26/2027	90352RCR4	8/26/2022	249,000.00	249,000.00	238,853.25	3.450	3.450	8/26/2027	1,152	None	94.14	0.13
Utah First Federal Credit Union 4.75 7/14/2028	91739JAA3	7/14/2023	249,000.00	249,000.00	255,354.48	4.750	4.750	7/14/2028	1,475	None	518.47	0.13
Veridian Credit Union 4.8 4/24/2025	92348DAC3	4/24/2023	249,000.00	249,000.00	248,130.99	4.800	4.800	4/24/2025	298	None	949.61	0.13
VYSTAR Credit Union 4.45 9/30/2027	92891CCP5	9/30/2022	249,000.00	249,000.00	246,223.65	4.450	4.450	9/30/2027	1,187	None	880.37	0.13
Washington Federal Bank 2.05 8/23/2024	938828BJ8	8/23/2019	249,000.00	249,000.00	247,745.04	2.050	2.050	8/23/2024	54	None	97.89	0.13
<b>Sub Total / Average CD Negotiable</b>			<b>25,264,696.62</b>	<b>25,283,000.00</b>	<b>24,792,837.46</b>	<b>3.095</b>	<b>3.138</b>		<b>871</b>		<b>70,000.94</b>	<b>13.23</b>
<b>Corporate Bonds</b>												
3M Company 2 2/14/2025-25	88579YBH3	1/21/2022	501,564.15	500,000.00	489,055.00	2.000	1.487	2/14/2025	229	Moody's-A3	3,777.78	0.26
Apple Inc 0.7 2/8/2026-21	037833EB2	2/24/2021	499,062.77	500,000.00	466,935.00	0.700	0.819	2/8/2026	588	Moody's-Aaa	1,380.56	0.26
Bank of New York Mellon 2.1 10/24/2024	06406RAL1	10/24/2019	499,992.38	500,000.00	494,650.00	2.100	2.105	10/24/2024	116	Moody's-A1	1,925.00	0.26
Bank of New York Mellon 3.4 1/29/2028-27	06406RAF4	2/2/2023	483,632.05	500,000.00	475,055.00	3.400	4.428	1/29/2028	1,308	Moody's-A1	7,130.56	0.26
Colgate-Palmolive Co. 4.6 3/1/2028-23	194162ARA	3/2/2023	500,047.70	500,000.00	499,160.00	4.600	4.597	3/1/2028	1,340	Moody's-Aa3	7,602.78	0.26
John Deere Capital Corp 1.05 6/17/2026	24422EVR7	8/12/2021	499,589.64	500,000.00	463,135.00	1.050	1.093	6/17/2026	717	Moody's-A1	189.58	0.26
Johnson & Johnson 2.625 1/15/2025-17	478160CJ1	1/16/2020	501,896.78	500,000.00	492,805.00	2.625	1.892	1/15/2025	199	Moody's-Aaa	6,015.62	0.26
Johnson & Johnson 2.9 1/15/2028-27	478160CK8	2/8/2023	480,561.28	500,000.00	472,560.00	2.900	4.123	1/15/2028	1,294	Moody's-Aaa	6,645.83	0.26
JP Morgan Chase Bank 1 9/14/2026-23	46632F5H9	9/14/2021	500,000.00	500,000.00	461,301.50	1.000	1.000	9/14/2026	806	Moody's-Aa2	1,472.22	0.26
Microsoft Corp 2.7 2/12/2025-24	594918BB9	2/13/2020	502,945.65	500,000.00	491,790.00	2.700	1.707	2/12/2025	227	Moody's-Aaa	5,175.00	0.26
Microsoft Corp 3.125 11/3/2025-25	594918BJ2	1/23/2023	493,087.30	500,000.00	487,605.00	3.125	4.225	11/3/2025	491	Moody's-Aaa	2,473.96	0.26
Pfizer Inc 0.8 5/28/2025-25	717081EX7	1/24/2022	496,680.00	500,000.00	479,955.00	0.800	1.551	5/28/2025	332	Moody's-A2	355.56	0.26
Procter & Gamble Co 3.95 1/26/2028-23	742718FZ7	2/8/2023	504,262.96	507,000.00	496,353.00	3.950	4.118	1/26/2028	1,305	Moody's-Aa3	8,566.89	0.27





## Mono County Portfolio Holdings by Security Sector As of June 30, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Proctor & Gamble Co. 1.9 2/1/2027	742718FV6	2/2/2022	500,308.42	500,000.00	465,390.00	1.900	1.875	2/1/2027	946	Moody's-Aa3	3,931.94	0.26
Toyota Motor Credit Corp 1.125 6/18/2026	89236TJK2	7/23/2021	500,477.06	500,000.00	463,040.00	1.125	1.075	6/18/2026	718	Moody's-A1	187.50	0.26
Toyota Motor Credit Corp 4.65 1/5/2029	89236TLL7	2/6/2024	499,871.31	500,000.00	493,885.00	4.650	4.656	1/5/2029	1,650	Moody's-A1	11,302.08	0.26
US Bancorp 1.45 5/12/2025	91159HHZ6	2/12/2021	503,347.73	500,000.00	482,895.00	1.450	0.665	5/12/2025	316	Moody's-A3	966.67	0.26
US Bank NA 2.05 1/21/2025	90331HPL1	4/20/2022	497,508.24	500,000.00	490,035.00	2.050	2.982	1/21/2025	205	Moody's-A2	4,527.08	0.26
<b>Sub Total / Average Corporate Bonds</b>			<b>8,964,835.42</b>	<b>9,007,000.00</b>	<b>8,665,604.50</b>	<b>2.342</b>	<b>2.468</b>		<b>711</b>		<b>73,626.61</b>	<b>4.71</b>
<b>Municipal Bonds</b>												
Alvord Unified School Dist 1.327 8/1/2026	022555WU6	8/5/2022	671,265.23	700,000.00	650,230.00	1.327	3.450	8/1/2026	762	S&P-AA	3,844.61	0.37
Belmont-Redwood Shores Sch Dist 1.099 8/1/2026	080495HP2	8/4/2021	210,000.00	210,000.00	194,485.20	1.099	1.099	8/1/2026	762	Moody's-Aa1	955.21	0.11
Beverly Hills USD 2.65 8/1/2025	088023PK6	7/18/2022	495,906.61	500,000.00	486,655.00	2.650	3.451	8/1/2025	397	Moody's-Aa1	5,484.03	0.26
Bonita Unified School District 0.58 8/1/2024	098203VV1	4/15/2021	250,000.00	250,000.00	248,967.50	0.580	0.580	8/1/2024	32	S&P-AA-	600.14	0.13
Bonita Unified School District 1.054 8/1/2025	098203VV9	4/15/2021	250,000.00	250,000.00	238,930.00	1.054	1.054	8/1/2025	397	S&P-AA-	1,090.60	0.13
California Health Facilities Financing Authority 3	13032UC48	6/1/2022	495,253.79	500,000.00	477,485.00	3.244	3.602	6/1/2027	1,066	Moody's-Aa3	1,306.61	0.26
California State University 1.361 11/1/2027	13077DQF2	11/1/2022	607,745.11	685,000.00	612,855.80	1.361	5.246	11/1/2027	1,219	Moody's-Aa2	1,527.91	0.36
California State University 1.521 11/1/2028	13077DQG0	11/1/2023	427,560.21	500,000.00	437,590.00	1.521	5.374	11/1/2028	1,585	Moody's-Aa2	1,246.38	0.26
Citrus Community College GO 0.819 8/1/2025	17741RGC6	8/4/2020	350,000.00	350,000.00	334,173.00	0.819	0.819	8/1/2025	397	Moody's-Aa1	1,186.41	0.18
County of Alameda 3.46 8/1/2027	010878BF2	8/24/2022	500,000.00	500,000.00	480,105.00	3.460	3.460	8/1/2027	1,127	S&P-AAA	7,160.28	0.26
Desert Sands Unified School District 1.544 8/1/202	250433TY5	5/22/2020	305,063.13	305,000.00	303,978.25	1.544	1.300	8/1/2024	32	Moody's-Aa2	1,949.09	0.16
East Side Union High School District 1.331 8/1/202	275282PT2	8/16/2021	502,848.56	500,000.00	464,865.00	1.331	1.050	8/1/2026	762	Moody's-Aa3	2,754.43	0.26
Fremont Unified School District 1.113 8/1/2027	357155BA7	8/23/2022	276,737.82	300,000.00	267,885.00	1.113	3.900	8/1/2027	1,127	Moody's-Aa2	1,381.97	0.16
Long Beach Community College Dist 2 5/1/2025	542411NZ2	3/25/2021	272,534.82	270,000.00	262,944.90	2.000	0.853	5/1/2025	305	Moody's-Aa2	885.00	0.14
Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024	5445872S6	3/10/2021	500,105.20	500,000.00	491,960.00	0.683	0.620	11/1/2024	124	S&P-AA-	559.68	0.26
Menlo Park City School Dist 1.928 7/1/2024	586840NA4	10/8/2019	500,000.00	500,000.00	500,000.00	1.928	1.928	7/1/2024	1	Moody's-Aaa	4,793.22	0.26
Milpitas USD 0.943 8/1/2025	601670MH2	7/18/2022	682,051.67	700,000.00	669,249.00	0.943	3.450	8/1/2025	397	Moody's-Aa1	2,732.08	0.37
Napa Valley Unified School District 1.094 8/1/2026	630362ER8	8/17/2021	500,850.41	500,000.00	462,545.00	1.094	1.010	8/1/2026	762	Moody's-Aa3	2,263.97	0.26
Pasadena USD 2.073 5/1/2026	702282QD9	10/1/2021	508,794.50	500,000.00	474,770.00	2.073	1.088	5/1/2026	670	Moody's-Aa3	1,698.71	0.26
Rancho Santiago CCD 0.956 9/1/2026	752147HK7	7/19/2022	687,708.19	725,000.00	666,811.50	0.956	3.524	9/1/2026	793	Moody's-Aa1	2,291.08	0.38
Rancho Santiago Community College GO 0.734 9/2/202	752147HJ0	9/2/2020	500,000.00	500,000.00	475,095.00	0.734	0.734	9/2/2025	429	Moody's-Aa1	1,213.14	0.26
Riverside County Ca Inf Fing Authority 1.766 11/1/	76913DFY8	11/4/2022	447,869.86	500,000.00	451,355.00	1.766	5.368	11/1/2027	1,219	S&P-AA-	1,447.14	0.26
Rosemead School District 2.042 8/1/2024	777526MP6	10/9/2019	350,000.00	350,000.00	348,957.00	2.042	2.042	8/1/2024	32	Moody's-Aa3	2,958.06	0.18
Saddleback Valley School Dist 2.4 8/1/2027	786318LF0	8/10/2022	485,802.41	500,000.00	466,445.00	2.400	3.408	8/1/2027	1,127	Moody's-Aa1	4,966.67	0.26
San Bernardino Ca Cmnty CLG Dist 1.097 8/1/2026	796720PB0	8/5/2021	250,000.00	250,000.00	231,522.50	1.097	1.097	8/1/2026	762	Moody's-Aa1	1,135.09	0.13
San Bernardino City USD 0.984 8/1/2024	796711G86	10/6/2020	335,053.02	335,000.00	333,727.00	0.984	0.800	8/1/2024	32	Moody's-A1	1,364.34	0.18
San Bernardino Community College District 2.044 8/	796720MG2	12/12/2019	250,000.00	250,000.00	249,222.50	2.044	2.044	8/1/2024	32	Moody's-Aa1	2,114.97	0.13
San Diego Community College Dist 2.407 8/1/2027	797272QS3	8/8/2022	976,214.66	1,000,000.00	933,630.00	2.407	3.248	8/1/2027	1,127	Moody's-Aa1	9,962.31	0.52
San Diego Public Facs Fing Auth Wtr Rev 2.003 8/1/	79730CJL9	8/25/2022	476,881.49	500,000.00	460,815.00	2.003	3.654	8/1/2027	1,127	Moody's-Aa2	4,145.10	0.26
San Dieguito UHSD 1.94 8/1/2027	797508HG6	8/15/2022	367,426.29	385,000.00	353,826.55	1.940	3.567	8/1/2027	1,127	Moody's-Aa1	3,091.34	0.20
San Jose Evergreen Community College Dist 1.908 8/	798189PW0	10/1/2019	250,000.00	250,000.00	249,257.50	1.908	1.908	8/1/2024	32	Moody's-Aa1	1,974.25	0.13
Southwestern Community College GO 0.891 8/1/2025	845389JH9	8/5/2020	500,537.10	500,000.00	477,515.00	0.891	0.790	8/1/2025	397	Moody's-Aa2	1,843.88	0.26
University of California 0.985 5/15/2025	91412HKZ5	3/10/2021	500,362.45	500,000.00	481,465.00	0.985	0.900	5/15/2025	319	Moody's-Aa3	615.62	0.26
West Contra Costa USD 2.077 8/1/2026	952347ZG6	9/23/2021	495,409.66	485,000.00	456,627.50	2.077	1.020	8/1/2026	762	Moody's-A1	4,169.29	0.25
<b>Sub Total / Average Municipal Bonds</b>			<b>15,179,982.19</b>	<b>15,550,000.00</b>	<b>14,695,945.70</b>	<b>1.629</b>	<b>2.526</b>		<b>693</b>		<b>86,712.61</b>	<b>8.14</b>
<b>US Agency</b>												
FAMC 4.04 1/22/2029	31424WFE7	1/25/2024	996,335.16	1,000,000.00	986,060.00	4.040	4.130	1/22/2029	1,667	None	17,731.11	0.52



## Mono County Portfolio Holdings by Security Sector As of June 30, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FAMC 4.32 7/17/2028	31422X4Y5	7/17/2023	1,000,000.00	1,000,000.00	993,940.00	4.320	4.320	7/17/2028	1,478	None	19,560.00	0.52
FAMC 4.92 11/1/2028	31424WBJ0	11/1/2023	1,000,000.00	1,000,000.00	1,018,010.00	4.920	4.920	11/1/2028	1,585	None	8,063.33	0.52
FFCB 0.52 10/14/2025-21	3133EMCP5	10/14/2020	999,677.57	1,000,000.00	943,650.00	0.520	0.545	10/14/2025	471	Moody's-Aaa	1,097.78	0.52
FFCB 0.53 10/22/2025-21	3133EMEC2	11/6/2020	999,471.01	1,000,000.00	943,610.00	0.530	0.571	10/22/2025	479	Moody's-Aaa	1,001.11	0.52
FFCB 0.68 6/10/2025-22	3133ELH80	6/26/2020	1,000,000.00	1,000,000.00	956,270.00	0.680	0.680	6/10/2025	345	Moody's-Aaa	377.78	0.52
FFCB 0.77 7/20/2027	3133ELV92	10/18/2023	883,693.54	1,000,000.00	892,610.00	0.770	4.993	7/20/2027	1,115	Moody's-Aaa	3,422.22	0.52
FFCB 1.27 11/16/2026-23	3133ENEF3	11/16/2021	1,000,000.00	1,000,000.00	920,320.00	1.270	1.270	11/16/2026	869	Moody's-Aaa	1,552.22	0.52
FFCB 1.32 6/1/2026	3133ENGC8	12/1/2021	1,000,000.00	1,000,000.00	936,350.00	1.320	1.320	6/1/2026	701	Moody's-Aaa	1,063.33	0.52
FFCB 1.5 10/16/2024	3133EK3B0	10/18/2019	999,453.19	1,000,000.00	988,350.00	1.500	1.694	10/16/2024	108	Moody's-Aaa	3,083.33	0.52
FFCB 2.18 2/16/2027-24	3133ENPB0	2/16/2022	1,000,000.00	1,000,000.00	937,930.00	2.180	2.180	2/16/2027	961	Moody's-Aaa	8,114.44	0.52
FFCB 2.875 4/26/2027	3133ENV99	4/26/2022	995,995.07	1,000,000.00	954,780.00	2.875	3.029	4/26/2027	1,030	Moody's-Aaa	5,111.11	0.52
FFCB 3.05 7/19/2027	3133ENB33	7/19/2022	1,000,000.00	1,000,000.00	956,890.00	3.050	3.050	7/19/2027	1,114	Moody's-Aaa	13,640.28	0.52
FFCB 3.25 7/17/2028	3133EPQD0	7/17/2023	998,568.11	1,000,000.00	991,380.00	3.250	3.289	7/17/2028	1,478	Moody's-Aaa	14,715.28	0.52
FFCB 3.33 4/12/2027-23	3133ENUH1	4/12/2022	1,000,000.00	1,000,000.00	964,270.00	3.330	3.330	4/12/2027	1,016	Moody's-Aaa	7,215.00	0.52
FFCB 3.5 4/12/2028	3133EPFU4	4/12/2023	992,057.47	1,000,000.00	965,970.00	3.500	3.732	4/12/2028	1,382	Moody's-Aaa	7,583.33	0.52
FFCB 3.625 5/3/2028	3133EPHT5	5/3/2023	995,960.71	1,000,000.00	970,500.00	3.625	3.741	5/3/2028	1,403	Moody's-Aaa	5,739.58	0.52
FFCB 3.875 1/18/2029	3133EPW84	1/18/2024	992,208.39	1,000,000.00	979,350.00	3.875	4.066	1/18/2029	1,663	Moody's-Aaa	17,437.50	0.52
FFCB 3.875 1/9/2029	3133EPU37	1/9/2024	996,532.67	1,000,000.00	979,300.00	3.875	3.960	1/9/2029	1,654	Moody's-Aaa	18,406.25	0.52
FFCB 3.875 2/14/2028	3133EPAV7	2/15/2023	993,441.67	1,000,000.00	979,360.00	3.875	4.077	2/14/2028	1,324	Moody's-Aaa	14,638.89	0.52
FFCB 4 11/29/2027	3133EN3H1	11/29/2022	997,766.87	1,000,000.00	982,380.00	4.000	4.073	11/29/2027	1,247	Moody's-Aaa	3,444.44	0.52
FFCB 4.125 10/14/2027	3133ENSS0	10/14/2022	997,257.30	1,000,000.00	986,520.00	4.125	4.218	10/14/2027	1,201	Moody's-Aaa	8,708.33	0.52
FFCB 4.125 2/13/2029	3133EP3B9	2/13/2024	998,874.71	1,000,000.00	989,490.00	4.125	4.152	2/13/2029	1,689	Moody's-Aaa	15,697.92	0.52
FFCB 4.125 3/20/2029	3133EP5U5	3/20/2024	988,547.58	1,000,000.00	988,530.00	4.125	4.398	3/20/2029	1,724	Moody's-Aaa	11,458.33	0.52
FFCB 4.25 12/15/2028	3133EPN50	12/15/2023	996,388.92	1,000,000.00	993,020.00	4.250	4.341	12/15/2028	1,629	Moody's-Aaa	1,770.83	0.52
FFCB 4.25 8/7/2028	3133EPSK2	8/7/2023	996,496.59	1,000,000.00	991,240.00	4.250	4.346	8/7/2028	1,499	Moody's-Aaa	16,881.94	0.52
FFCB 4.29 5/16/2028-25	3133EPJS5	5/16/2023	1,000,000.00	1,000,000.00	985,790.00	4.290	4.290	5/16/2028	1,416	Moody's-Aaa	5,362.50	0.52
FFCB 4.375 4/10/2029	3133ERAK7	4/10/2024	999,617.74	1,000,000.00	999,230.00	4.375	4.384	4/10/2029	1,745	Moody's-Aaa	9,722.22	0.52
FFCB 4.625 11/13/2028	3133EPC45	11/13/2023	999,187.08	1,000,000.00	1,006,540.00	4.625	4.646	11/13/2028	1,597	Moody's-Aaa	6,038.19	0.52
FFCB 4.625 4/5/2029	3133EPXV2	4/5/2024	1,009,529.03	1,000,000.00	1,009,460.00	4.625	4.400	4/5/2029	1,740	Moody's-Aaa	10,920.14	0.52
FFCB 4.75 7/8/2026	3133EPPV7	12/7/2023	1,005,167.56	1,000,000.00	998,560.00	4.750	4.476	7/8/2026	738	Moody's-Aaa	22,694.44	0.52
FFCB 5 10/24/2028	3133EPZN8	10/24/2023	1,000,966.74	1,000,000.00	1,021,050.00	5.000	4.974	10/24/2028	1,577	Moody's-Aaa	9,166.67	0.52
FHLB 0 7/2/2024	313384YW3	8/18/2023	999,713.33	1,000,000.00	999,420.00	0.000	5.407	7/2/2024	2	Moody's-Aaa	0.00	0.52
FHLB 0.5 1/26/2026-21	3130AKMD5	1/26/2021	999,607.95	1,000,000.00	931,980.00	0.500	0.525	1/26/2026	575	Moody's-Aaa	2,138.89	0.52
FHLB 0.51 11/18/2024-22	3130ANFJ4	8/18/2021	1,000,000.00	1,000,000.00	980,430.00	0.510	0.510	11/18/2024	141	Moody's-Aaa	595.00	0.52
FHLB 0.6 1/28/2026-21	3130AKPC4	1/28/2021	1,000,000.00	1,000,000.00	933,280.00	0.600	0.600	1/28/2026	577	Moody's-Aaa	2,533.33	0.52
FHLB 0.7 3/24/2025-21	3130ALN34	3/24/2021	1,000,000.00	1,000,000.00	967,590.00	0.700	0.700	3/24/2025	267	Moody's-Aaa	1,866.67	0.52
FHLB 1.02 4/26/2029-21	3130AKCS3	4/26/2024	839,658.35	1,000,000.00	843,460.00	1.020	4.800	4/26/2029	1,761	Moody's-Aaa	1,813.33	0.52
FHLB 1.05 4/15/2026-21	3130ALU51	4/15/2021	1,000,000.00	1,000,000.00	934,170.00	1.050	1.050	4/15/2026	654	Moody's-Aaa	2,187.50	0.52
FHLB 1.05 7/29/2026-24	3130ANCA6	7/29/2021	1,000,000.00	1,000,000.00	925,780.00	1.050	1.050	7/29/2026	759	Moody's-Aaa	4,404.17	0.52
FHLB 1.15 12/10/2024-22	3130AQ3F8	4/18/2022	993,341.78	1,000,000.00	980,270.00	1.150	2.708	12/10/2024	163	Moody's-Aaa	638.89	0.52
FHLB 1.15 4/29/2026-21	3130ALXJ8	4/29/2021	1,000,000.00	1,000,000.00	935,570.00	1.150	1.150	4/29/2026	668	Moody's-Aaa	1,948.61	0.52
FHLB 1.375 10/28/2026-22	3130APL78	10/28/2021	1,000,000.00	1,000,000.00	924,490.00	1.375	1.375	10/28/2026	850	Moody's-Aaa	2,368.06	0.52
FHLB 1.54 1/25/2027-23	3130AQHZ9	1/25/2022	1,000,000.00	1,000,000.00	924,880.00	1.540	1.540	1/25/2027	939	Moody's-Aaa	6,630.56	0.52
FHLB 1.6 1/27/2027-23	3130AQKF9	1/27/2022	1,000,000.00	1,000,000.00	926,180.00	1.600	1.600	1/27/2027	941	Moody's-Aaa	6,800.00	0.52
FHLB 2.875 6/13/2025	3130A5R35	7/21/2020	771,982.58	755,000.00	738,903.40	2.875	0.483	6/13/2025	348	Moody's-Aaa	1,025.02	0.40



## Mono County

### Portfolio Holdings by Security Sector

### As of June 30, 2024

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FHLB 3.75 4/6/2028	3130AVL91	4/18/2023	996,459.55	1,000,000.00	975,960.00	3.750	3.854	4/6/2028	1,376	Moody's-Aaa	8,750.00	0.52
FHLB 4 5/26/2027-22	3130ARYA3	5/26/2022	1,000,000.00	1,000,000.00	982,540.00	4.000	4.000	5/26/2027	1,060	Moody's-Aaa	3,777.78	0.52
FHLB 4.375 9/8/2028	3130AWTR1	9/8/2023	996,949.73	1,000,000.00	996,640.00	4.375	4.455	9/8/2028	1,531	Moody's-Aaa	13,611.11	0.52
FHLB 4.5 7/26/2027-24	3130ASLA5	7/26/2022	1,000,000.00	1,000,000.00	991,470.00	4.500	4.500	7/26/2027	1,121	Moody's-Aaa	19,250.00	0.52
FHLB 5 2/28/2028-25	3130AV2P6	2/28/2023	1,000,000.00	1,000,000.00	1,002,330.00	5.000	5.000	2/28/2028	1,338	Moody's-Aaa	16,944.44	0.52
FHLB 5 7/7/2028-25	3130AWJZ4	7/7/2023	1,000,000.00	1,000,000.00	1,002,380.00	5.000	5.000	7/7/2028	1,468	Moody's-Aaa	24,027.78	0.52
FHLB Step 1/26/2026-23	3130AQJ20	2/11/2022	893,256.38	900,000.00	857,997.00	1.750	1.998	1/26/2026	575	Moody's-Aaa	6,737.50	0.47
FHLMC 0.375 7/21/2025	3137EAEU9	10/13/2023	952,552.43	1,000,000.00	952,750.00	0.375	5.126	7/21/2025	386	Moody's-Aaa	1,656.25	0.52
FHLMC 0.53 10/28/2025-22	3134GWYZ3	10/28/2020	1,000,000.00	1,000,000.00	942,970.00	0.530	0.530	10/28/2025	485	Moody's-Aaa	912.78	0.52
FHLMC 0.57 10/8/2025-21	3134GWY26	10/8/2020	1,000,000.00	1,000,000.00	944,960.00	0.570	0.570	10/8/2025	465	Moody's-Aaa	1,298.33	0.52
FHLMC 0.6 7/22/2025-22	3134GV5V6	7/22/2020	1,000,000.00	1,000,000.00	954,440.00	0.600	0.600	7/22/2025	387	Moody's-Aaa	2,633.33	0.52
FHLMC 3.55 7/26/2024-23	3134GXG40	7/29/2022	1,000,000.00	1,000,000.00	998,460.00	3.550	3.550	7/26/2024	26	Moody's-Aaa	15,186.11	0.52
FNMA 0.55 1/28/2026-21	3135G06R9	1/28/2021	1,000,000.00	1,000,000.00	935,690.00	0.550	0.550	1/28/2026	577	Moody's-Aaa	2,322.22	0.52
FNMA 0.625 7/14/2025-22	3136G4YL1	7/14/2020	1,000,000.00	1,000,000.00	951,930.00	0.625	0.625	7/14/2025	379	Moody's-Aaa	2,881.94	0.52
FNMA 0.7 7/24/2025-22	3136G4YE7	7/24/2020	1,000,000.00	1,000,000.00	955,360.00	0.700	0.700	7/24/2025	389	Moody's-Aaa	3,033.33	0.52
FNMA 0.74 6/30/2025-21	3136G4XZ1	6/30/2020	795,000.00	795,000.00	759,042.15	0.740	0.740	6/30/2025	365	Moody's-Aaa	0.00	0.42
FNMA 1.75 7/2/2024	3135G0V75	12/21/2023	999,815.88	1,000,000.00	999,890.00	1.750	5.205	7/2/2024	2	Moody's-Aaa	8,652.78	0.52
<b>Sub Total / Average US Agency</b>			<b>62,071,532.64</b>	<b>62,450,000.00</b>	<b>60,361,922.55</b>	<b>2.535</b>	<b>2.908</b>		<b>961</b>		<b>458,045.53</b>	<b>32.69</b>
<b>US Treasury</b>												
T-Note 0.375 12/31/2025	91282CBC4	10/22/2021	989,874.34	1,000,000.00	935,200.00	0.375	1.066	12/31/2025	549	Moody's-Aaa	0.00	0.52
T-Note 0.375 7/15/2024	91282CCL3	10/16/2023	997,991.07	1,000,000.00	998,080.00	0.375	5.433	7/15/2024	15	Moody's-Aaa	1,720.47	0.52
T-Note 0.375 7/15/2024	91282CCL3	12/7/2023	998,069.85	1,000,000.00	998,080.00	0.375	5.202	7/15/2024	15	Moody's-Aaa	1,720.47	0.52
T-Note 0.5 2/28/2026	91282CBQ3	3/1/2021	994,968.18	1,000,000.00	931,170.00	0.500	0.809	2/28/2026	608	Moody's-Aaa	1,657.61	0.52
T-Note 0.5 4/30/2027	91282ZLN3	5/3/2022	934,683.73	1,000,000.00	893,710.00	0.500	3.001	4/30/2027	1,034	Moody's-Aaa	828.80	0.52
T-Note 0.75 5/31/2026	91282CCF6	6/4/2021	998,500.88	1,000,000.00	927,380.00	0.750	0.830	5/31/2026	700	Moody's-Aaa	614.75	0.52
T-Note 1.125 10/31/2026	91282CDG3	11/2/2021	998,191.50	1,000,000.00	922,850.00	1.125	1.205	10/31/2026	853	Moody's-Aaa	1,864.81	0.52
T-Note 1.125 10/31/2026	91282CDG3	11/15/2021	997,792.14	1,000,000.00	922,850.00	1.125	1.223	10/31/2026	853	Moody's-Aaa	1,864.81	0.52
T-Note 1.5 1/31/2027	91282Z78	1/31/2022	995,956.84	1,000,000.00	925,470.00	1.500	1.664	1/31/2027	945	Moody's-Aaa	6,222.53	0.52
T-Note 1.5 9/30/2024	912828YH7	3/23/2022	998,175.84	1,000,000.00	990,230.00	1.500	2.250	9/30/2024	92	Moody's-Aaa	3,729.51	0.52
T-Note 1.625 9/30/2026	912828YG9	9/30/2021	1,014,261.06	1,000,000.00	935,900.00	1.625	0.974	9/30/2026	822	Moody's-Aaa	4,040.30	0.52
T-Note 2 11/15/2026	912828J24	11/15/2021	1,018,141.51	1,000,000.00	941,020.00	2.000	1.211	11/15/2026	868	Moody's-Aaa	2,500.00	0.52
T-Note 2.75 7/31/2027	91282CFB2	3/19/2024	950,468.37	1,000,000.00	949,530.00	2.750	4.497	7/31/2027	1,126	Moody's-Aaa	11,407.97	0.52
T-Note 3 7/15/2025	91282CEY3	1/5/2024	984,916.40	1,000,000.00	978,990.00	3.000	4.514	7/15/2025	380	Moody's-Aaa	13,763.74	0.52
T-Note 3.125 8/15/2025	91282CFE6	1/3/2023	987,559.72	1,000,000.00	979,020.00	3.125	4.304	8/15/2025	411	Moody's-Aaa	11,675.82	0.52
T-Note 4.125 7/31/2028	91282CHQ7	8/2/2023	996,167.81	1,000,000.00	989,410.00	4.125	4.230	7/31/2028	1,492	Moody's-Aaa	17,111.95	0.52
T-Note 4.125 7/31/2028	91282CHQ7	12/11/2023	994,632.90	1,000,000.00	989,410.00	4.125	4.270	7/31/2028	1,492	Moody's-Aaa	17,111.95	0.52
T-Note 4.5 7/15/2026	91282CHM6	9/29/2023	993,152.57	1,000,000.00	995,700.00	4.500	4.860	7/15/2026	745	Moody's-Aaa	20,645.60	0.52
<b>Sub Total / Average US Treasury</b>			<b>17,843,504.71</b>	<b>18,000,000.00</b>	<b>17,204,000.00</b>	<b>1.854</b>	<b>2.863</b>		<b>722</b>		<b>118,481.09</b>	<b>9.42</b>
<b>Total / Average</b>			<b>190,099,165.34</b>	<b>191,064,613.76</b>	<b>186,494,923.97</b>	<b>3.311</b>	<b>3.613</b>		<b>587</b>		<b>806,866.78</b>	<b>100.00</b>



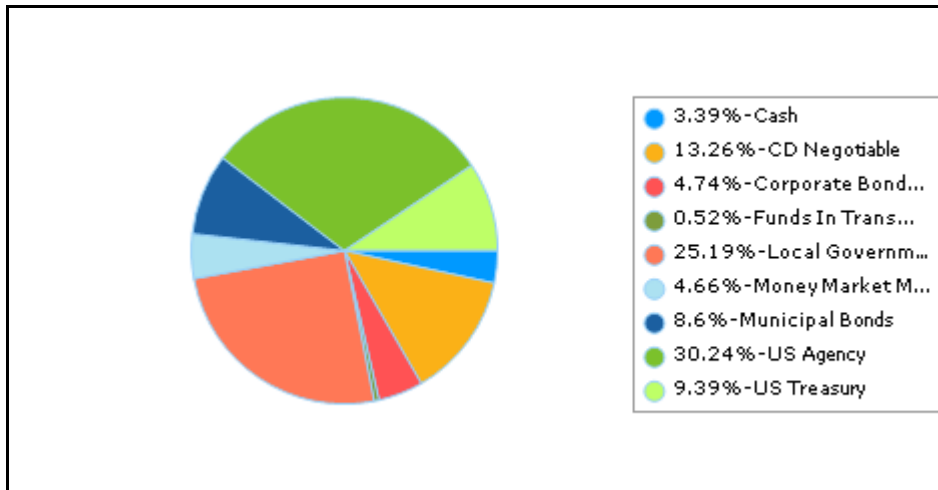
## Mono County Distribution by Asset Category - Market Value Mono County: Investment Portfolio

Begin Date: 3/31/2024, End Date: 6/30/2024

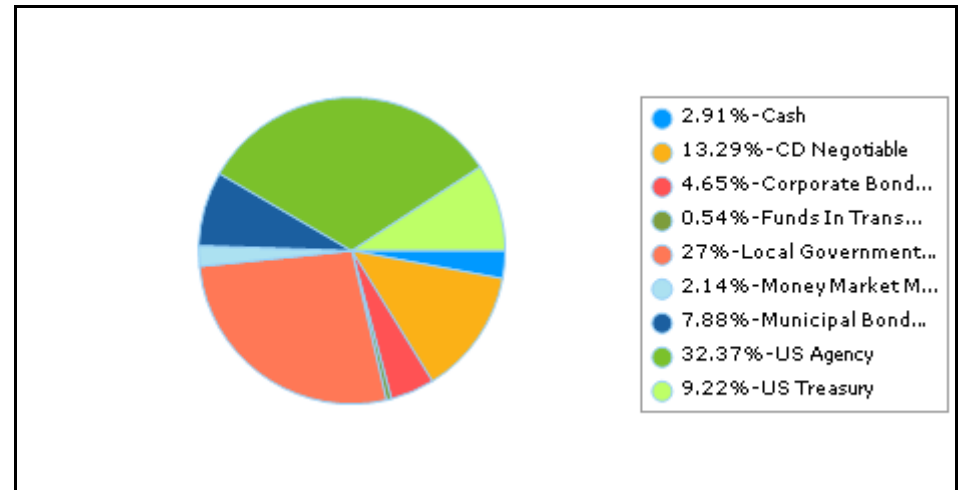
### Asset Category Allocation

Asset Category	Market Value 3/31/2024	% of Portfolio 3/31/2024	Market Value 6/30/2024	% of Portfolio 6/30/2024
Cash	6,541,434.80	3.39	5,428,431.00	2.91
CD Negotiable	25,580,732.97	13.26	24,792,837.46	13.29
Corporate Bonds	9,142,486.00	4.74	8,665,604.50	4.65
Funds In Transit	1,000,000.00	0.52	1,000,000.00	0.54
Local Government Investment Pools	48,603,487.39	25.19	50,346,182.76	27.00
Money Market Mutual Funds	9,000,000.00	4.66	4,000,000.00	2.14
Municipal Bonds	16,598,136.50	8.60	14,695,945.70	7.88
US Agency	58,356,336.70	30.24	60,361,922.55	32.37
US Treasury	18,125,810.00	9.39	17,204,000.00	9.22
<b>Total / Average</b>	<b>192,948,424.36</b>	<b>100.00</b>	<b>186,494,923.97</b>	<b>100.00</b>

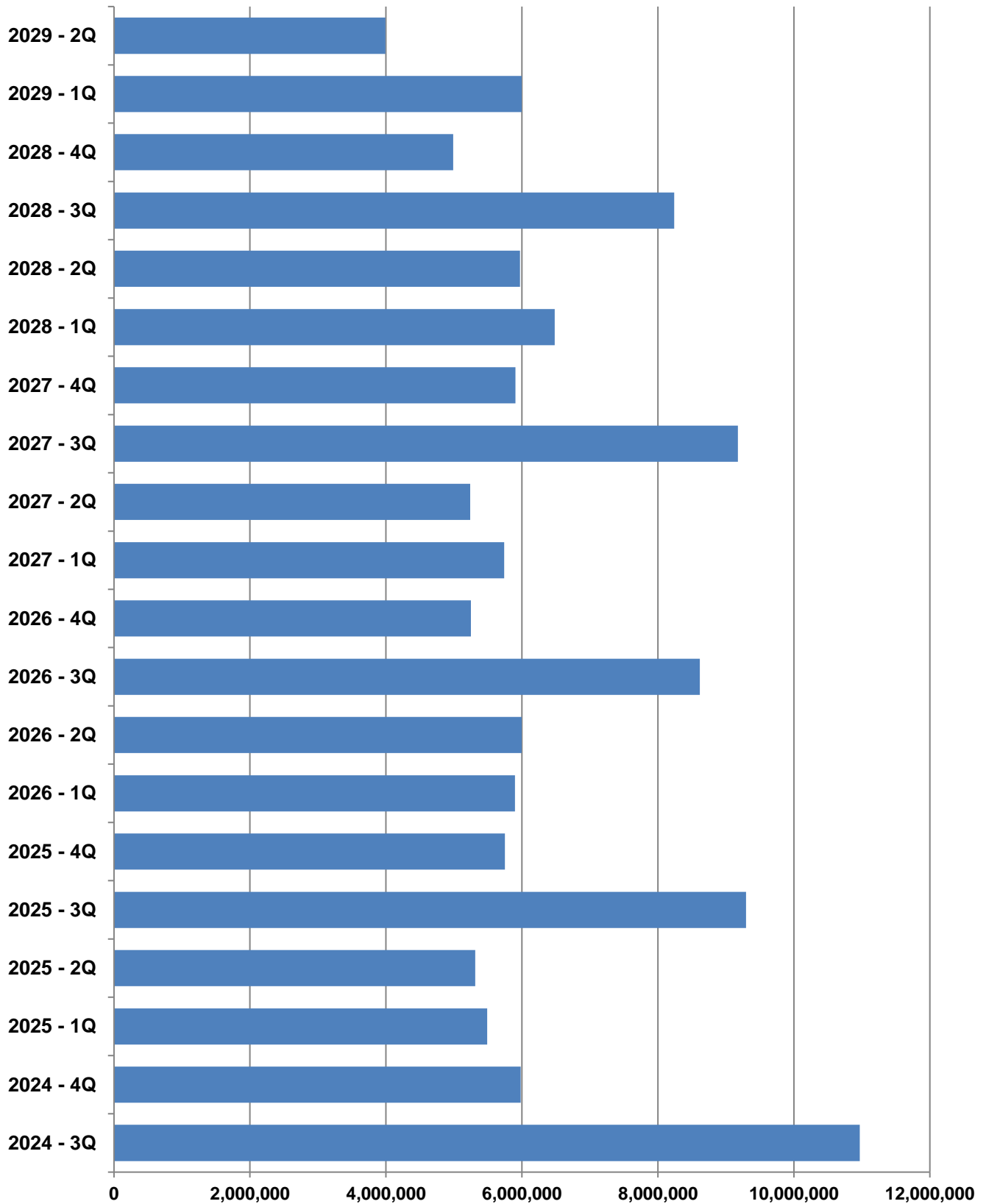
**Portfolio Holdings as of 3/31/2024**



**Portfolio Holdings as of 6/30/2024**

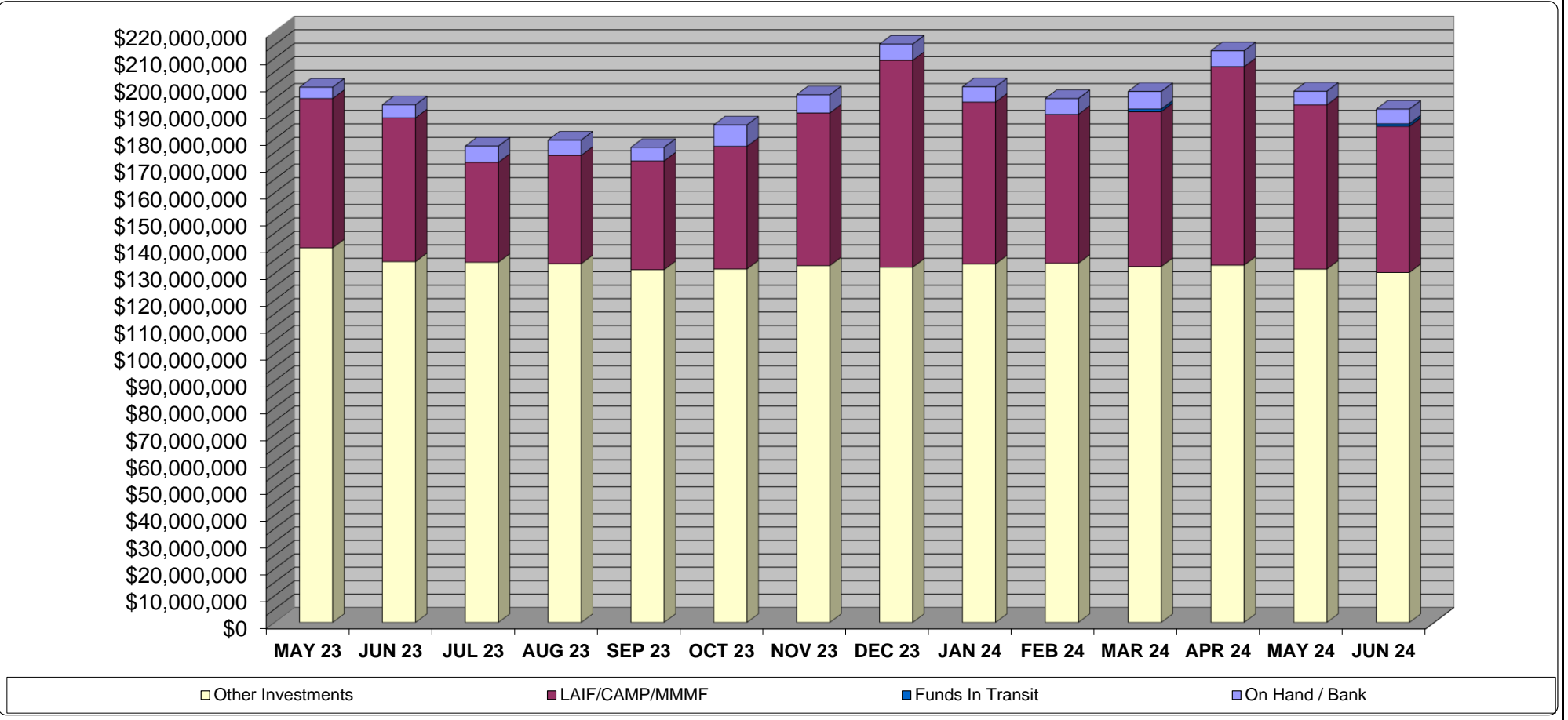


# Maturity Distribution As of 6/30/2024



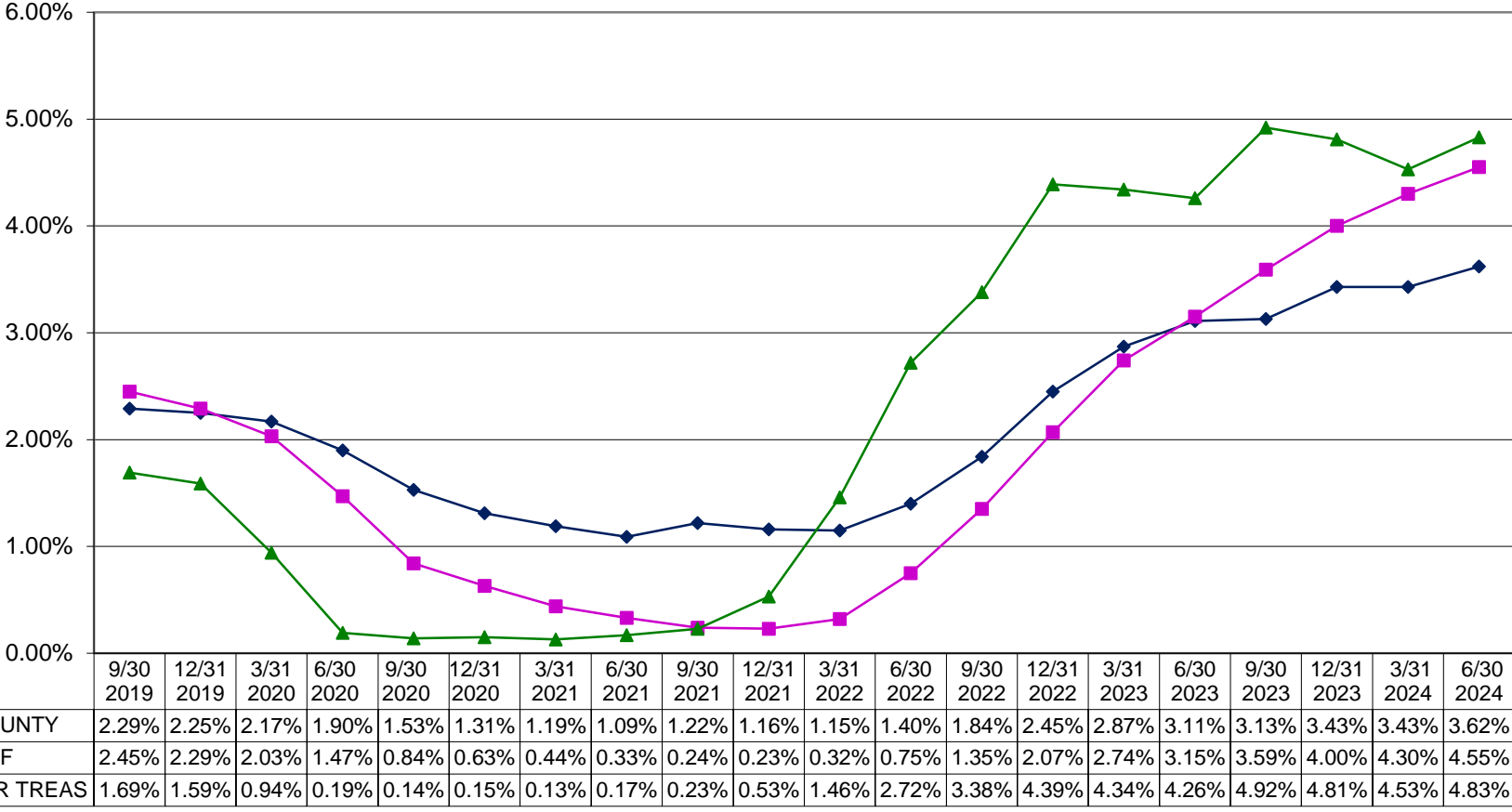
**TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS**

	MAY 23	JUN 23	JUL 23	AUG 23	SEP 23	OCT 23	NOV 23	DEC 23	JAN 24	FEB 24	MAR 24	APR 24	MAY 24	JUN 24
On Hand / Bank	\$4,205,741	\$4,851,614	\$6,036,445	\$5,672,302	\$5,041,752	\$7,972,237	\$6,755,605	\$6,026,387	\$5,684,557	\$5,864,574	\$6,541,435	\$5,911,394	\$5,069,854	\$5,428,431
Funds In Transit											\$1,000,000			\$1,000,000
LAIF/CAMP/MMMF	\$55,580,833	\$53,492,430	\$37,170,590	\$40,324,085	\$40,478,230	\$45,644,386	\$56,807,152	\$76,995,735	\$60,197,848	\$55,388,245	\$57,603,487	\$73,852,599	\$61,109,065	\$54,346,183
Other Investments	\$139,431,000	\$134,350,933	\$134,095,932	\$133,557,933	\$131,318,933	\$131,575,933	\$132,836,933	\$132,219,000	\$133,480,000	\$133,738,400	\$132,489,000	\$132,997,000	\$131,546,000	\$130,290,000
<b>TOTAL</b>	<b>\$199,217,574</b>	<b>\$192,694,977</b>	<b>\$177,302,967</b>	<b>\$179,554,320</b>	<b>\$176,838,915</b>	<b>\$185,192,556</b>	<b>\$196,399,690</b>	<b>\$215,241,122</b>	<b>\$199,362,405</b>	<b>\$194,991,219</b>	<b>\$197,633,922</b>	<b>\$212,760,993</b>	<b>\$197,724,919</b>	<b>\$191,064,614</b>



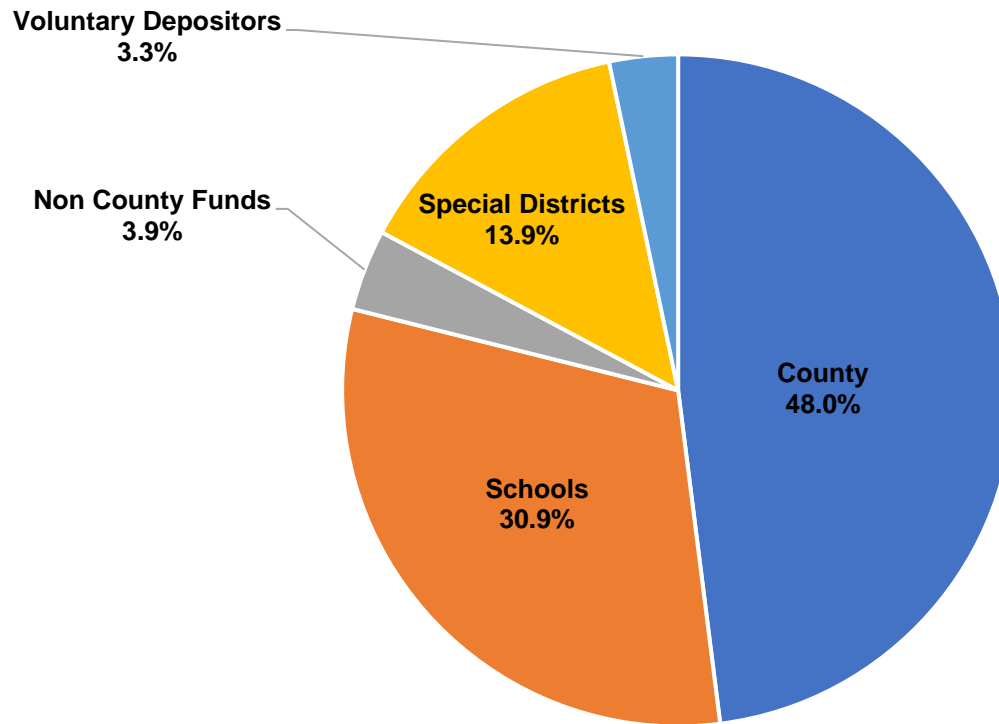
MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2024							\$5,996,000.00	\$3,724,000.00	\$1,249,000.00	\$2,494,000.00	\$2,488,000.00	\$1,000,000.00	\$16,951,000.00
Calendar Year 2025	\$1,249,000.00	\$1,996,000.00	\$2,245,000.00	\$994,000.00	\$1,770,000.00	\$2,550,000.00	\$5,498,000.00	\$3,300,000.00	\$500,000.00	\$4,249,000.00	\$500,000.00	\$1,000,000.00	\$25,851,000.00
Calendar Year 2026	\$3,900,000.00	\$1,500,000.00	\$498,000.00	\$2,496,000.00	\$1,500,000.00	\$2,000,000.00	\$3,497,000.00	\$2,645,000.00	\$2,474,000.00	\$3,000,000.00	\$2,248,000.00		\$25,758,000.00
Calendar Year 2027	\$3,000,000.00	\$2,243,000.00	\$496,000.00	\$3,246,000.00	\$1,492,000.00	\$500,000.00	\$4,000,000.00	\$4,430,000.00	\$747,000.00	\$1,000,000.00	\$3,165,000.00	\$1,739,000.00	\$26,058,000.00
Calendar Year 2028	\$2,752,000.00	\$2,493,000.00	\$1,237,000.00	\$3,232,000.00	\$2,493,000.00	\$248,000.00	\$5,992,000.00	\$1,248,000.00	\$1,000,000.00	\$1,000,000.00	\$2,988,000.00	\$1,000,000.00	\$25,683,000.00
Calendar Year 2029	\$3,500,000.00	\$1,498,000.00	\$1,000,000.00	\$3,000,000.00	\$498,000.00	\$493,000.00							\$9,989,000.00
<b>TOTAL</b>													<b>\$130,290,000.00</b>

MONO COUNTY TREASURY POOL  
 QUARTERLY YIELD COMPARISON





## Investment Pool Participants as of 6/30/2024



The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.

### **Districts Participating in Pool**

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Bridgeport Public Utility District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

### **Districts Not Participating in Pool**

Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**TIME REQUIRED**

**SUBJECT** Bridgeport Indian Colony Request -  
Grant Support Letter

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Letter of Support for the Bridgeport Indian Colony request for \$2 million dollars from United States Department of Housing and Urban Development (HUD) Indian Community Development Block Grant Program (ICDBG).

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Letter of Support - executed</a></p>
---

**History**

Time	Who	Approval
7/26/2024 12:34 PM	County Counsel	Yes
7/23/2024 2:35 PM	Finance	Yes
7/31/2024 9:48 PM	County Administrative Office	Yes



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

---

## BOARD OF SUPERVISORS COUNTY OF MONO

---

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

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

*Queenie Barnard, Clerk of the Board*

Chairman Joseph Sam  
PO Box 37  
Bridgeport, CA 93517

Earl Lent, Acting CEO Toiyabe Indian Health Project  
250 N. SeeVee Lane  
Bishop, CA 93514

Re: Bridgeport Indian Colony Request for \$2 million dollars from United States Department of Housing and Urban Development (HUD) Indian Community Development Block Grant Program (ICDBG) – GRANT SUPPORT

Dear Chairman and Acting CEO:

Mono County expresses support for the joint application of the Bridgeport Indian Colony and Toiyabe Indian Health Project for funding to rebuild the Coleville Clinic. We are requesting \$2 million dollars from United States Department of Housing and Urban Development (HUD) Indian Community Development Block Grant Program (ICDBG) grant process towards the project. The clinic provides services to all Northern Mono County residents for medical and dental services, other ancillary services. The barrier to care for Northern Mono County residents has impacted the community and specifically residents that have MediCal as their primary coverage. Access to other providers for MediCal residents can require travel to South Lake Tahoe and Sacramento specialty services and needs. This grant will complete the funding required to build the facility and begin services upon completion.

Sincerely,

  
John Peters (Jul 15, 2024 13:22 EDT)

JOHN PETERS  
MONO COUNTY BOARD CHAIR



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: Board of Supervisors, Sponsored by Supervisor Gardner**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Ales Tomaier, Fire Chief Mammoth  
Lakes Fire Protection District

**SUBJECT** Information on Mammoth Lakes Fire  
Protection District Ballot Measure

**AGENDA DESCRIPTION:**

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

Provide information on Mammoth Lakes Fire Protection District ballot measure per request of Supervisor Gardner.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

There are no direct impacts to the county budget, but there are indirect implications such as MLFPD being unable to sustain its assistance to other fire districts in the County and it supplementing emergency medical services within the Town. Additionally, any fire incident in and around the Town will negatively impact property values and property tax revenues.

**CONTACT NAME:** Danielle Patrick

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Fire Calkin etal.2023</a>
<a href="#">Presentation</a>

**History**

Time

Who

Approval

7/30/2024 11:26 AM	County Counsel	Yes
7/30/2024 11:33 AM	Finance	Yes
8/1/2024 10:34 PM	County Administrative Office	Yes



Mammoth Lakes Fire Protection  
District

## Staff Report

3150 Main  
Street Mammoth Lakes,  
CA 93546

**To:**  
Honorable Board of Supervisors  
County of Mono  
**From:**  
Ales Tomaier, Fire Chief  
Mammoth Lakes Fire Protection District

**Website:** [www.mlfd.ca.gov](http://www.mlfd.ca.gov)  
**Date:** August 6<sup>th</sup>, 2024

**Subject: Information on Mammoth Lakes Fire Protection  
District Ballot Measure**

### Discussion

Mammoth Lakes Fire Protection District has been providing fire protection and emergency services within Mono County since 1947. The Fire District is currently under multiple service level stresses, primarily wildfire threat and general increase in calls for service due to increases in tourism.

The most significant long-term threat to the Fire District, the community members, and the economic driver for the region is catastrophic wildfire. The Fire District does not have the resources to provide services to adequately address this threat. While the response time for mutual aid resources has always been significantly extended, this is currently being compounded by our federal partners' inability to staff fire engines within the region. Specifically, this fire season, resources in Rock Creek, Mammoth Lakes, and June Lake have been absent the historic engine staffing. The Fire District needs to increase local response capacity but also increase its prevention and mitigation efforts within the community.

Mitigations help reduce risk primarily through fuels reduction and structure hardening. In addition to the impacts on life and property in the event of a wildfire, market realizations have led to changes in insurance premiums that are unsustainable. While insurance costs are a multi-faceted problem, actual risk reduction is a necessity for cost reduction.

Serving an area that is contiguous with the Town of Mammoth Lakes, the District has witnessed a disproportionate increase in visitation. This increase and need for service puts a strain on the District but the District does not realize the same revenue gains that the Town does through transient occupancy taxes. There is no existing mechanism for the Fire District to benefit directly from transient occupancy taxes. Mammoth Lakes Fire Protection District has historically been staffed by volunteers and will remain dependent on this volunteer/part-time staff. That stated, it does need more resources to support the current service needs. The Fire District purchasing and construction of facilities and major apparatus occurred when the District had

**To:** Honorable Board of  
Supervisors County of Mono

**Date:** August 6<sup>th</sup>, 2024

**Subject:** Information on Mammoth Lakes Fire Protection District Ballot Measure

four full time employees and an all-volunteer staff. It currently has nine full-time personnel, and the rest are volunteer, part-time, and seasonal. Capital expenditures allocations have been withheld due to the need for staffing to assist with providing services.

The MLFPD Board of Fire Commissioners approved a resolution requesting a vote to consider a special fire tax for emergency response and fire protection services. The Board believes that this is necessary to ensure public safety, stability of the District, and the economic security of the wider region as a whole.

### **Fiscal Impact**

While the ballot measure has no direct fiscal impact on the county, there are significant indirect implications. The Fire District only covers a smaller portion of the County but it has more administrative and response capacity than most emergency providers in the county. Often it takes the lead on matters that impact fire protection and emergency services for the whole region. The primary need for the measure is to fund wildfire. This has significant implications for the protection of County revenue sources. Secondly, the Fire District is a vital partner of the County in providing emergency medical services in the Town of Mammoth Lakes. Losses in this capacity would put operational and financial pressures on the County to supplement services. Healthy Fire Districts help ensure long-term health for the broader County and region.

### **Recommendation**

Receive a report on the Mammoth Lakes Fire Protection District Ballot Measure as requested by Supervisor Gardner.



# Wildland-urban fire disasters aren't actually a wildfire problem

David E. Calkin<sup>a,1</sup>, Kimiko Barrett<sup>b</sup> , Jack D. Cohen<sup>c,2</sup>, Mark A. Finney<sup>d</sup> , Stephen J. Pyne<sup>e,2</sup> , and Stephen L. Quarles<sup>f</sup>



Consider several of the most devastating fire disasters of the last century. In August 2023, the wildfire-initiated urban conflagration of Lahaina, Hawaii, damaged or destroyed more than 2,200 structures and killed 98 people. In December 2021, the Marshall Fire sparked conflagrations in Superior and Louisville, Colorado, destroying 1,084 structures and killing two. In September 2020, the Alameda Drive Fire in the communities of Talent and Phoenix, Oregon, destroyed 2,600 homes and killed three. In November 2018, the Camp Fire initiated ignitions in Paradise, California, destroyed 18,804 buildings, and killed 85. In November 2016, fires spread through Gatlinburg and Pigeon Forge, Tennessee, destroying 2,460 structures and killing 14.

These fire disasters burned in vastly different environments. But all had human causes (power lines contributed to at least three), were near communities, occurred during extreme wind events, then inflicted their damage as urban conflagrations. Almost all destruction occurred within the first 12 hours after ignition. These fires immediately overwhelmed wildland and structural firefighting efforts, which were largely ineffective during the initial and extreme phase of the fire. Further, all these fires occurred since 2016. It's clear that structures and whole communities were vulnerable to ignition and burning—irrespective of what initiated the fires.

Society largely regards the wildfire problem as the destruction of human communities. Collectively, disaster fires, such as those mentioned here, have been

**Major fires like this one, a damaging wind-fueled fire near Superior, Colorado, in December 2021, are typically defined as an issue of *wildfires* that involved houses. In reality, they are *urban fires* initiated by wildfires. That's an important distinction. Image credit: iStock/milehightraveler.**

Author contributions: D.E.C., K.B., J.D.C., M.A.F., S.J.P., and S.L.Q. wrote the paper.

The authors declare no competing interest.

Copyright © 2023 the Author(s). Published by PNAS. This article is distributed under [Creative Commons Attribution-NonCommercial-NoDerivatives License 4.0 \(CC BY-NC-ND\)](https://creativecommons.org/licenses/by-nc-nd/4.0/).

Any opinions, findings, conclusions, or recommendations expressed in this work are those of the authors and have not been endorsed by the National Academy of Sciences.

<sup>1</sup>To whom correspondence may be addressed. Email: David.calkin@usda.gov.

<sup>2</sup>Retired.

Published December 13, 2023.

<sup>a</sup>Although the Chimney Tops 2 Fire on the Great Smoky Mountains National Park ignited on November 23, 2016, may have contributed to the burning of Gatlinburg and Pigeon Forge, multiple power line ignitions during the extreme weather event of November 28 preclude the ability to identify a single or dominant ignition source that resulted in the community destruction.

lumped into a category of wildland-urban interface fires. These problem fires were defined as an issue of *wildfires* that involved houses. In reality, they are *urban fires* initiated by wildfires. That's an important distinction-and one that has big repercussions for how we prepare for future fires. To date, these repercussions have not received enough attention.

## The Right Framing

Community fire destruction has become a national crisis, a systemic problem that will only worsen without aggressive, appropriate intervention-and this intervention will have to look far different than the current dominant paradigm. Climate change is blurring the boundaries that had defined where, when, and how fires burn (1). The needed changes will challenge ideas, institutions, and policies. The first step: reframing, from a focus on the wildlands to one centered on the structure and its immediate surroundings.

To effectively address this urban conflagration crisis requires that we fundamentally redefine the WU fire problem. Calkin et al. (2) developed a community wildfire risk framework that starts with a focus at the individual home level and identifies realistic objectives, effective mitigations, and responsible parties to reduce WU fire risk. The framework highlights the critical role of individual home- owners and local government, while recognizing that the traditional federal and state land-management agencies with responsibilities for wildland fuels management and suppression response have limited impact on community destruction. However, many of the recent investments to address wildfire risk to communities, such as the Bipartisan Infrastructure Investment and Jobs Act of 2021 and the Inflation Reduction Act of 2022, are primarily directed toward fuel treatments in natural areas governed by public land-management agencies.

**The practice of modifying the built environment to growing wildfire risk requires multidisciplinary understanding of wildfire behavior, structural ignition vulnerabilities, urban resilience, and landscaping vegetation.**

The wildfire management system's default response is to suppress wildfire wherever and whenever possible, with few exceptions (3). It extends an urban fire service model into the wildlands. With fire exclusion as the primary solution to both community and wildland protection, risk reduction translates to fire suppression and landscape fuel reduction. As wildfire losses increase, the assumption that community protection should be a primary focus of federal wildfire management efforts has become entrenched within both agency culture and federal legislation.

But even as wildfire suppression costs and use of technology have skyrocketed, we are experiencing more damaging urban fires. Clearly, the answer to community adaptation resides in the communities themselves (2, 4), and until the WU fire problem statement is redefined to recognize the key role of structure ignition and focus on creating ignition-resistant communities, risk-reduction strategies will continue to be ineffective and insufficient.

## The Right Response

In 2022, the US Forest Service released the *Wildfire Crisis Strategy*, outlining an ambitious goal of treating an additional 20 million acres of US Forest Service land and 30 million acres of other federal, tribal, state-, and privately-owned land "to address wildfire risks to critical infrastructure, protect communities, and make forests more resilient" (ref. 5; see also ref. 6). While federal land-management agencies-primarily the US Forest Service and Department of Interior-have been tasked with wildfire risk reduction, most wildfire ignitions are caused by humans and occur on private lands (7), including those that destroy a majority of structures in the western United States (8). Furthermore, what has often been considered a western United States issue has now come to the fore in locations with limited wildfire experience, such as Gatlinburg, Tennessee, and Lahaina, Hawaii, thus creating additional challenges. As a result, actions on private land are essential to achieving fire-adapted communities across the country.

The community disaster sequence occurs when more homes are ignited than responders can protect (Fig. 1). Once structures are burning in a community, they become sources of lofted embers, radiant heat, and flame contact. Thus, community fire growth can accelerate quickly, resulting in urban conflagration that's exacerbated in higher-density development due to structure-to-structure fire spread. Reducing the likelihood that a home will ignite interrupts the disaster sequence by enabling effective structure protection. New construction siting, design, construction materials, and landscaping requirements should take wildfire potential into account. This will improve community resilience and ensure that new development does not increase community risk. The best way to make existing wildfire-vulnerable developments ignition resistant is to work within the limited area of the "home ignition zone"-a home and its surroundings within 100 feet (which may include neighboring homes). There are ways to reduce home ignition risk. Homeowners should install nonignitable roofing materials and flame- and ember-resistant vents; clean gutters of flammable debris; ensure that wooden steps, fences, and decks do not directly contact a home's flammable materials; and remove flammable materials immediately

surrounding buildings and under attached decks (9-11).

Initiating substantial changes to the built environment requires that all levels of society address deeply rooted cultural expectations and develop a fundamentally new paradigm for community and homeowner responsibility. Such changes will take time. Communities need robust evacuation planning, including resilient early warning systems, identification and enhancement of egress routes, and consideration of support for individuals with mobility difficulties that all recognize the complexity of individual decision-making during emergency events (12). Community disaster sequences typically occur during extreme wind events; thus, ignition-prevention programs should address infrastructure resilience and human behavior under these conditions.

Unfortunately, many communities and local governments often lack the resources, budget, staff, and experience to implement and maintain parcel- and neighborhood-level risk-reduction measures. The practice of modifying the built

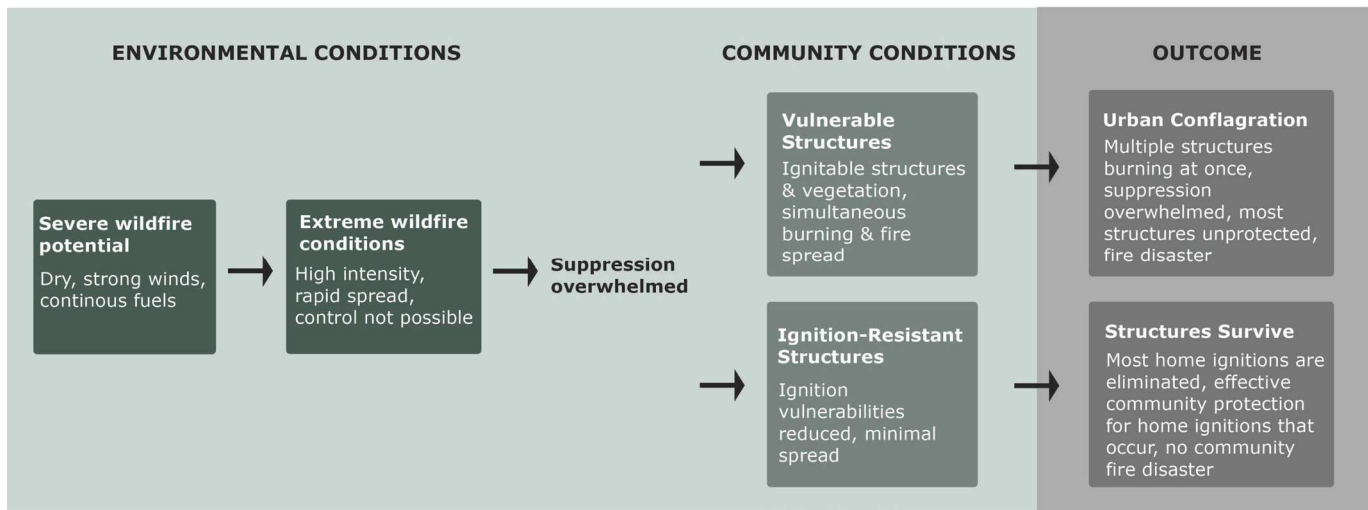


Fig. 1. The community fire disaster sequence. Enabling wildfire conditions set the stage for disaster, but the condition of the community defines the outcome.

environment to growing wildfire risk requires multidisciplinary understanding of wildfire behavior, structural ignition vulnerabilities, urban resilience, and landscaping vegetation. Such know-how is not intrinsic institutional knowledge for public land-management agencies. As such, an appropriate response may resemble public health measures, where protecting the host from infection (home ignition prevention) is emphasized over trying to eliminate the infectious agent (wildfire).

Community leaders and locally elected officials are central to implementing effective wildfire mitigation strategies. And these leaders require significant technical assistance and financial support from federal and state levels. They need administrative mechanisms to direct funding and technical assistance to communities; this will require enhanced inter-agency coordination among federal and state-level departments, which can administer resources to local jurisdictions. Initial efforts in California, Colorado, and Oregon are structuring home ignition mitigation programs on this model, with the underlying objective of delivering funding, support, and expertise to communities and individual residents (13-15).

### A New Perspective

All such projects and reforms must recognize an important truth: The current wildfire management approach has inverted the wildfire problem. wildland fires do not, per se, encroach on communities. Rather, it's communities that have impinged on wildlands, where fires play an important ecological role. Predominant strategies continue to apply limited, risk-averse reactions that emphasize community protection at the expense of both resilient landscapes and safe, effective wildfire responses. Forward-looking ecological and practical thinking would help move communities away from continually degrading fire-adapted ecosystems and underinvesting in community resilience. Instead, this change in thinking will move toward a sustainable approach that consistently promotes ecological and human ecosystem benefits.

Communities and governments need to accept living with wildland fire. They must recognize that fire in the wildlands is ecologically appropriate and inevitable-and it does not

significantly influence community fire destruction (16). To do this, we must communicate differently on the nature of the WU fire problem and the ecological necessity of wild- land fire. We must empower our public land managers and tribal partners to utilize fire appropriately to sustain resilient ecosystems and adapt our communities to this natural reality.

Inasmuch as people and communities are implicated in the wildfire problem, so, too, are they part of the solution. Federal land-management agencies cannot resolve this crisis alone; we all have a role to play in reducing wildfire risk in the places we live. Stronger collaboration in public and private partnerships, such as those that increase alignment between insurance providers, residents, and local and state governments, could further encourage and incentivize risk-reduction measures at the individual parcel and neighborhood scale.

The Wildfire Partners Program in Boulder County, Colorado, offers a model for an integrated approach to wildfire mitigation. It supports homeowners in reducing risk on their property by local government providing technical and financial support, including individual home assessments, vulnerability reports, and grants to subsidize necessary work, while offering a platform where insurance providers actively engage with homeowners to retain coverage on mitigated homes (17). This interdisciplinary approach builds wildfire resiliency from the bottom up and helps temper the expectation that the federal government is exclusively responsible for community protection.

Wildfire risk is complex, and local context matters. The ability to adapt reflects the realities, resources, and diverse needs of any one community. Effective solutions must account for localized nuance (18). Federal and state administrations can help direct funding, assistance, and technical expertise for wildfire mitigation. Communities with high social vulnerability will likely need additional support.

The recent addendum to the "National Cohesive wildland Fire Management Strategy" (19) specifies an important goal: "Human populations and infrastructure are as prepared as possible to receive, respond to, and recover from wildland fire." Achieving this vision means confronting the failed approach of trying to remove fire from our landscapes. We



must recognize that our communities were developed in a climate and environment that no longer exist. We have the tools and knowledge to reduce community wildfire risks. But we must address the profound and deeply rooted misalignment

of political and social expectations regarding what it means to live with wildfire. Now is the time to invest in long-term, economically efficient solutions, rather than short-term, risk-averse tactics.

We have to live with wildland fire. We don't have to live with fire in our communities.

**ACKNOWLEDGMENTS.** The findings and conclusions in this report are those of the author(s) and should not be construed to represent any official USDA or US Government determination or policy. This research was supported, in part, by the US Department of Agriculture, Forest Service.

---

Author affiliations: <sup>a</sup>Forestry Science Laboratory, Rocky Mountain Research Station, US Forest Service, Missoula, MT 59807; <sup>b</sup>Headwaters Economics, Bozeman, MT 59715; <sup>c</sup>US Department of Agriculture Forest Service, Missoula, MT 59808; <sup>d</sup>Fire Sciences Laboratory, Rocky Mountain Research Station, US Forest Service, Missoula, MT 59808; <sup>e</sup>Arizona State University, Tempe, AZ 85287; and <sup>f</sup>University of California Cooperative Extension Advisor Emeritus, Mill Valley, CA 94941

1. S. A. Parks, J. T. Abatzoglou, Warmer and drier fire seasons contribute to increases in area burned at high severity in western US forests from 1985 to 2017. *Geophys. Res. Lett.* **47**, e2020GL089858 (2020).
2. D. E. Calkin, J. D. Cohen, M. A. Finney, M. P. Thompson, How risk management can prevent future wildfire disasters in the wildland-urban interface. *Proc. Natl. Acad. Sci. U.S.A.* **111**, 746–751 (2014).
3. M. P. Thompson, D. G. MacGregor, C. J. Dunn, D. E. Calkin, J. Phipps, Rethinking the wildland fire management system. *J. For.* **116**, 382–390 (2018).
4. A. P. Fischer *et al.*, Wildfire risk as a socioecological pathology. *Front. Ecol. Environ.* **14**, 276–284 (2016).
5. US Department of Agriculture Forest Service, "Confronting the wildfire crisis: A strategy for protecting communities and improving resilience in America's forests" (Tech. Rep., US Government Printing Office, Washington, DC, 2022).
6. US Department of Agriculture Forest Service, Confronting the wildfire crisis: A new strategy for protecting communities and improving resilience in America's forests (2022). <https://www.fs.usda.gov/inside-fs/leadership/confronting-wildfire-crisis-new-strategy-protecting-communities-and-improving> (accessed 24 August 2023).
7. K. C. Short, Data from "Spatial wildfire occurrence data for the United States (1992–2020)." <https://www.fs.usda.gov/rds/archive/catalog/RDS-2013-0009.6> (Accessed 4 December 2023).
8. W. M. Downing, C. J. Dunn, M. P. Thompson, M. D. Caggiano, K. C. Short, Human ignitions on private lands drive USFS cross-boundary wildfire transmission and community impacts in the western US. *Sci. Rep.* **12**, 2624 (2022).
9. J. D. Cohen, Preventing disaster: Home ignitability in the wildland-urban interface. *J. For.* **98**, 15–21 (2000).
10. E. Knapp, Y. Valachovic, S. Quarles, N. Johnson, Housing arrangement and vegetation factors associated with single-family home survival in the 2018 Camp Fire. *Calif. Fire Ecol.* **17**, 25 (2021).
11. A. D. Syphard, T. J. Brennan, J. E. Keeley, The role of defensible space for residential structure protection during wildfires. *Int. J. Wildland Fire* **23**, 1165–1175 (2014).
12. S. McCaffrey, R. Wilson, A. Konar, Should I stay or should I go now? Or should I wait and see? *Influences on wildfire evacuations. Risk Anal.* **33**, 1390–1404 (2018).
13. California Governor's Office of Emergency Services, California Wildfire Mitigation Program. <https://www.caloes.ca.gov/office-of-the-director/operations/recovery-directorate/hazard-mitigation/california-wildfire-mitigation-program/> (Accessed 4 December 2023).
14. Oregon State Fire Marshal, 2022 community wildfire risk reduction grant application manual. <https://www.oregon.gov/osp/programs/sfm/Shared%20Documents/2022%20Community%20Wildfire%20Risk%20Reduction%20Grant%20Application%20Guide%20FINAL.pdf> (Accessed 4 December 2023).
15. State of Colorado, Creation of wildfire resilient homes grant program. Colorado HB 23-1273. <https://fastdemocracy.com/bill-search/co/2023A/bills/COB00005746/> (Accessed 4 December 2023).
16. D. B. McWethy *et al.*, Rethinking resilience to wildfire. *Nat. Sustain.* **2**, 797–804 (2019).
17. Wildfire Partners Program, Boulder County, CO. <https://wildfirepartners.org/> (Accessed 4 December 2023).
18. T. Paveglio *et al.*, Categorizing the social context of the wildland urban interface: Adaptive capacity for wildfire and community "archetypes". *For. Sci.* **61**, 298–310 (2015).
19. Wildland Fire Leadership Council, "National cohesive wildland fire management strategy addendum update" (Tech. Rep., US Department of Agriculture, Washington, DC, 2023). <https://forestsandrangelands.gov/documents/strategy/natl-cohesive-wildland-fire-mgmt-strategy-addendum-update-2023.pdf> (Accessed 4 December 2023).

# Mammoth Lakes Fire Protection District

**Reducing the Risk of Wildfires and Natural  
Disasters in Mammoth Lakes**





# Protecting Mammoth Lakes

- The Mammoth Lakes Fire Protection District (MLFPD) is the first line of defense against wildfires and natural disasters
- Responds to 900 emergencies a year to protect 11,500 Mammoth Lakes parcels





# Threat of Natural Disasters

- Over the years, severe weather events are leading to more out of control wildfires and natural disasters
- Our area is vulnerable to
  - wildfires
  - earthquakes
  - propane explosions

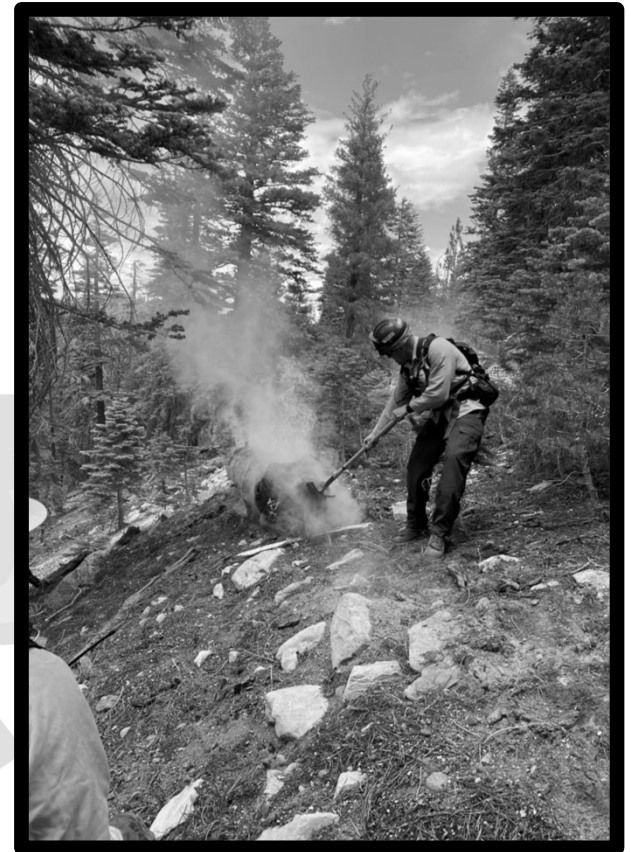






# Threat of Natural Disasters

- A wildfire near Mammoth Lakes could threaten our entire community
  - homes
  - schools
  - businesses
  - wildlife
  - local forest





# Potential Measure to Reduce the Risk of Wildfires

- MLFPD Board of Commissioners is considering placing a potential parcel tax measure on the November 2024 ballot
- The potential measure would generate approximately \$925,000 annually and would cost homeowners \$98 per parcel
- Potential measure would provide a stable, dedicated source of funding to support MLFD's activities and operations



## What would funds be used for?



Provide rapid 9-1-1 emergency medical response



- Increase summer firefighter staffing to maintain a wildfire engine during peak fire season



- Address dangerous conditions from heavy snowfall



- Fund wildfire protection programs like chipping, clearing brush and cutting community fuel breaks



## What would funds be used for?



Assist residents with creating and maintaining wildfire defensible space around their homes and property



- Improve communication systems to assist in coordinating operations during local emergencies



- Ensure fire trucks, protective gear, and communications technology are kept up-to-date and well-maintained



# Fiscal Accountability

- Money raised could only be used for services the Mammoth Lakes Fire Department provides to the community
- No funds could be diverted to the State, Mono County or to the Town of Mammoth Lakes
- An independent citizens' oversight committee would ensure funds are spent as promised
- An exemption from the cost of the measure would be available for low-income seniors 65 and older



# We Want to Hear From You!

If you have questions about this planning effort or about steps you can take to help prevent wildfire and better prepare for an emergency, please contact:

**Fire Chief Ales Tomaier**

[Ales@mlfd.ca.gov](mailto:Ales@mlfd.ca.gov)

(760) 934-2300



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: County Counsel and County Administrative Office**

**TIME REQUIRED** 30 minutes

**PERSONS APPEARING BEFORE THE BOARD** Emily Fox, Assistant County Counsel

**SUBJECT** Proposal to Increase the Transient  
Occupancy Tax Rate for  
Unincorporated Mono County

**AGENDA DESCRIPTION:**

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

Proposed resolution calling a special election to submit to the voters of Mono County the question of whether an ordinance amending Mono County Code Section 3.28.060 to increase the transient occupancy tax rate from twelve percent to fifteen percent shall be approved and enacted and ordering that the special election be consolidated with the general election to be conducted on November 5, 2024.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

Staff time for the Clerk, County Counsel, and County Auditor to prepare the ballot statements.

**CONTACT NAME:** Emily Fox

**PHONE/EMAIL:** 760-924-1712 / efox@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time

Who

Approval



8/2/2024 11:55 AM	County Counsel	Yes
8/2/2024 11:55 AM	Finance	Yes
8/2/2024 12:23 PM	County Administrative Office	Yes

**County Counsel**  
Christopher L. Beck

**Assistant County Counsel**  
Emily R. Fox

**Deputy County Counsel**  
Jeff Hughes

**Temporary Staff Attorney**  
Anne L. Frievault

**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: E. Fox

Date: August 6, 2024

Re: Resolution to Submit Transient Occupancy Tax Rate Increase for Unincorporated Mono County to the Voters in November

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

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

**Discussion**

At the July 9 meeting, the Board of Supervisors heard a presentation regarding polling on public support for a potential ballot measure to increase the transient occupancy tax ("TOT") rate for unincorporated Mono County from 12% to 15%.

Such an increase in the TOT would generate an additional \$1.1 million annually in general fund revenues, which the Board could direct towards essential County services and needs, in particular workforce and affordable housing development, in addition to other general government uses such as road maintenance and repair, emergency services, and public health programs.

Before you today are three items (1) a resolution calling for a special election on the question of whether to raise the TOT rate by amending current County ordinance; (2) the language of the measure as it will appear on the ballot (contained in the resolution); and (3) the proposed ordinance that would amend the TOT rate if adopted by the voters.

In order to raise the TOT, which was previously enacted by the voters and codified in Chapter 3.28 of the Mono County Code, an ordinance to amend the TOT must be submitted to voters, pursuant to Elections Code Section 9140. A resolution is required to call for a special election and to submit the question of the ordinance to the voters. The proposed ordinance is attached to

the resolution as Exhibit A. The actual question that will be submitted to the voters is written in the resolution and asks whether that ordinance shall be adopted. The ordinance is not required to be passed by your board at this time, but pursuant to Elections Code Section 9141, would become effective 10 days after the results of the election are certified for a majority “yes” vote.

If you wish to move ahead with submitting the question to the voters at the November 5, 2024 general election, you should adopt this resolution. The resolution further directs, as provided for in the Elections Code, the County Counsel and the County Auditor to prepare an impartial analysis of the measure and a fiscal impact statement, which would appear with the measure on the November ballot.

Once the resolution is adopted, however, it is important to note that no public resources may be spent advocating for or against passage of the measure. The Board and County staff, while on compensated time, may only answer questions in an impartial and factual manner. No campaign activities or materials may be undertaken or produced by the County. On non-compensated time, outside of work, individual County officials and employees may advocate for or against the measure as desired.

If you have any questions regarding this item, please call me at (760) 924-1712 or email me at [efox@mono.ca.gov](mailto:efox@mono.ca.gov)



R24-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS CALLING A SPECIAL ELECTION TO SUBMIT TO THE  
VOTERS OF MONO COUNTY THE QUESTION OF WHETHER AN ORDINANCE  
AMENDING MONO COUNTY CODE SECTION 3.28.060 TO INCREASE THE  
TRANSIENT OCCUPANCY TAX RATE FROM TWELVE PERCENT TO FIFTEEN  
PERCENT SHALL BE APPROVED AND ENACTED, AND ORDERING THAT THE  
SPECIAL ELECTION BE CONSOLIDATED WITH THE GENERAL ELECTION TO  
BE CONDUCTED ON NOVEMBER 5, 2024**

**WHEREAS**, Section 7280 of the California Revenue and Taxation Code authorizes the board of supervisors of any county to levy in the unincorporated areas of the county a tax on the privilege of occupying a room or rooms, or other living space, in a hotel, inn, tourist home or house, motel, or other lodging unless the occupancy is for any period of more than 30 days or unless the occupancy is expressly exempt from such taxation by Section 7280 or other provision of state law; and

**WHEREAS**, such taxation is commonly referred to as “transient occupancy tax” or “TOT”; and

**WHEREAS**, Mono County voters previously enacted The Tourists’ Fair Share Act in Mono County Code Chapter 3.28, which currently levies a transient occupancy tax of 12% of the nightly rent charged; and

**WHEREAS**, the County provides essential services such as affordable and workforce housing, economic diversification and development, public safety and emergency services, road maintenance and pothole repair, public health and healthcare, and maintenance of county parks; and

**WHEREAS**, tourists make use of essential county services, such as parks, emergency response, and roads; and

**WHEREAS**, tourism, while critically essential to Mono County’s economy, has also contributed to a lack of affordable and workforce housing for those living and working in Mono County; and

**WHEREAS**, the Mono County Board of Supervisors proposes to raise the rate of the transient occupancy tax to generate additional general fund revenue to better serve those living and working in our communities, many of whom struggle to find affordable housing; and

**WHEREAS**, the proposed 3% increase in the transient occupancy tax rate would generate an additional \$1.1 million annually in funds for the County to expend on general government services and purposes, which include services for those living and working in the County; and

1 **WHEREAS**, the transient occupancy tax is a general tax, the proceeds of which are deposited  
2 into the County’s general fund which may be used for important government purposes; and

3 **WHEREAS**, pursuant to Article XIIC of the California Constitution and Government Code  
4 section 53724, any proposed general tax must be submitted to the voters of the County and is not  
5 effective unless and until it is passed by a majority of the voters; and

6 **WHEREAS**, pursuant to Government Code section 53724 and Elections Code section 9140 the  
7 transient occupancy tax must be increased by ordinance embodied in a measure to be put to the  
8 voters. The proposed ordinance is attached hereto as Exhibit A.

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

11 Pursuant to Elections Code section 9140, Revenue and Taxation Code section 7280, Article  
12 XIIC of the California Constitution, and Government Code section 53724, the Mono County  
13 Board of Supervisors hereby calls and orders a special election to be held within Mono County  
14 on November 5, 2024, to submit to the voters of Mono County the following question:

15 To fund essential Mono County services, including affordable and workforce housing;  
16 public safety and emergency services; street maintenance and pothole repair; county  
17 parks; public health and healthcare; economic development; and other general  
18 government use; shall the ordinance increasing Transient Occupancy Tax from 12% to  
19 15% paid only by hotel and short-term rental guests in unincorporated Mono County,  
20 providing approximately an additional \$1,100,000 annually, subject to annual public  
21 review and audits, until ended by voters, be adopted?

22 **BE IT FURTHER, RESOLVED**, that pursuant to Section 9160(b) of the Elections Code, the  
23 Mono County Board of Supervisors directs the County Clerk to transmit a copy of the Measure  
24 to the Office of the County Counsel. The County Counsel shall prepare an impartial analysis of  
25 the Measure, not to exceed 500 words in length, which shall be printed preceding the arguments  
26 for and against the measure, showing the effect of the measure on existing law and the operation  
27 of the measure.

28 **BE IT FURTHER, RESOLVED**, that pursuant to Section 9160(c) of the Elections Code, the  
29 Mono County Board of Supervisors directs the County Auditor-Controller to review the measure  
30 and prepare a fiscal impact statement which estimates the amount of any increase or decrease in  
31 revenues or costs to the county if the proposed measure is adopted, not to exceed 500 words in  
32 length, which shall be printed preceding the arguments for and against the measure.

**BE IT FURTHER, RESOLVED**, that pursuant to Elections Code sections 10400 et seq., the  
special election called by this resolution shall be, and is hereby, ordered to be consolidated with  
the general election to be held on November 5, 2024.

**PASSED, APPROVED** and **ADOPTED** this 6th day of August 2024, by the following vote, to  
wit:

**AYES:**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**NOES:**

**ABSENT:**

**ABSTAIN:**

/  
//  
///  
////

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**EXHIBIT A**





ORD24-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS AMENDING MONO COUNTY CODE SECTION 3.28.060  
TO INCREASE THE TRANSIENT OCCUPANCY TAX RATE FROM TWELVE  
PERCENT TO FIFTEEN PERCENT**

**WHEREAS**, Revenue and Taxation Code Section 7280 authorizes the board of supervisors of any county to levy in the unincorporated areas of the county a tax on the privilege of occupying a room or rooms, or other living space, in a hotel, inn, tourist home or house, motel, or other lodging unless the occupancy is for any period of more than 30 days or unless the occupancy is expressly exempt from such taxation by Section 7280 or other provision of state law; and

**WHEREAS**, such taxation is commonly referred to as “transient occupancy tax” or “TOT”; and

**WHEREAS**, Mono County voters previously enacted The Tourists’ Fair Share Act in Mono County Code Chapter 3.28, which currently levies a transient occupancy tax of 12% of the nightly rent charged; and

**WHEREAS**, the County provides essential services such as affordable and workforce housing, economic diversification and development, public safety and emergency services, road maintenance and pothole repair, public health and healthcare, and maintenance of county parks; and

**WHEREAS**, tourists make use of essential county services, such as parks, emergency response, and roads; and

**WHEREAS**, tourism, while critically essential to Mono County’s economy, has contributed to the lack of affordable and workforce housing for those living and working in Mono County; and

**WHEREAS**, an increase in the transient occupancy rate by 3%, from 12% to 15% would raise an additional \$1.1 million in general fund revenues to supplement County services, including affordable and workforce housing development; and

**WHEREAS**, the County seeks to amend Chapter 3.28 of the Mono County Code to enact such an increase to the transient occupancy rate.

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

1           **SECTION ONE:** Section 3.28.060 of the Mono County Code is hereby amended to read  
2 as follows:

3           “For the privilege of occupancy of any transient occupancy facility, each transient is  
4 subject to and shall pay a tax in the amount of fifteen percent of the rent charged. The tax  
5 constitutes a debt owed by the transient to the county which is extinguished only by payment to  
6 the operator or to the county. The transient shall pay the tax to the operator of the transient  
7 occupancy facility at the time the rent is paid. If the rent is paid in installments, a proportionate  
8 share of the tax shall be paid with each installment. The unpaid tax shall be due upon the  
9 transient’s ceasing to occupy space in the transient occupancy facility. If for any reason the tax  
10 due is not paid to the operator of the transient occupancy facility, the tax collector may require  
11 that such tax shall be paid directly to the tax collector.”

12           **SECTION TWO:** Pursuant to California Constitution Article XIIC Section 2(b) and  
13 California Elections Code Section 9141, this Ordinance shall take effect only if approved by a  
14 majority of the eligible voters of the County of Mono voting in the General Election to be held  
15 on November 5, 2024 and shall become effective 10 days after the results of said election are  
16 certified by the Board of Supervisors.

17           **SECTION THREE:**

18           This ordinance was submitted to the People of Mono County at the November 5, 2024  
19 election and was adopted by the following vote of the People

20           YES:

21           NO:

22           ATTEST:

23           ATTEST:

24           \_\_\_\_\_  
25 Clerk of the Board

26           \_\_\_\_\_  
27 John Peters, Chair  
28 Mono County Board of Supervisors



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: County Administrative Office**

**TIME REQUIRED** 30 minutes

**PERSONS APPEARING BEFORE THE BOARD** Mary Snyder, Special Projects

**SUBJECT** Special District Review-Phase 1

**AGENDA DESCRIPTION:**

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

Presentation by Mary Snyder regarding review of Special District capacity.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Mary Snyder

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report-Special Dist Review</a>
<input type="checkbox"/> <a href="#">Att A Fire District Review</a>
<input type="checkbox"/> <a href="#">Att B Fire Dist Financial Data</a>
<input type="checkbox"/> <a href="#">Att C Water &amp; Sewer Dist Review</a>
<input type="checkbox"/> <a href="#">Att D Water Dist Financial Data</a>
<input type="checkbox"/> <a href="#">Att E Sewer Dist Financial Data</a>

History

Time

Who

Approval

8/2/2024 9:53 AM	County Counsel	Yes
8/2/2024 9:46 AM	Finance	Yes
8/2/2024 12:23 PM	County Administrative Office	Yes



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

ASSISTANT COUNTY ADMINISTRATIVE OFFICER  
Christine Bouchard

**BOARD OF SUPERVISORS**

**CHAIR**

John Peters / District 4

**VICE CHAIR**

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. David Anderson

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Chris Mokracek "Interim"

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Queenie Barnard

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Jeff Simpson

**EMERGENCY MEDICAL SERVICES**

Bryan Bullock

**FINANCE**

Janet Dutcher, DPA, MPA,

CGFM, CPA

**HEALTH AND HUMAN SERVICES**

Kathryn Peterson

**INFORMATION TECHNOLOGY**

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

To: Board of Supervisors

From: Mary Snyder, Special Projects CAO's Office

Date: August 6, 2024

Re: Special District Review-Phase 1

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

A Thriving Economy  Safe and Healthy Communities  Mandated Function

Sustainable Public Lands  Workforce & Operational Excellence

**Background**

On September 22, 2023 Bridgeport Fire Protection District requested an increase in the amount of their contract with Mono County for fire protection services, based on the changes to the Consumer Price Index since the last update to the contract that has been in place since 1993. In response, on March 12, 2024 the Board asked for additional information as it relates to all the special districts in the County. This analysis is being conducted in phases, with the first phase focusing on Fire Districts and Public Utility Districts, based on the similar services provided by these districts.

Phase One has been focused on the Fire Districts and Public Utility Districts, as there are more similarities to compare based on the services provided. This phase also is based on publicly available data, as noted in the attached reports.

**Discussion**

Special Districts play a key role in providing municipal services to the residents throughout Mono County and the State of California, especially in rural areas. Each of these districts have a Board of Commissioners elected by the residents in their district, and they provide specific services to those residents. Many special districts depend heavily on volunteer services, both for their Board positions, as well as for the direct provision of services, such as Fire and Emergency Medical Services (EMS). Special Districts have proven, for years, a cost-effective and efficient way to provide these essential services.

Special Districts face increasing challenges. Like the County, the resources they have available have not increased in proportion to the demand for services, nor the regulatory

and compliance burden they face. In spite of these challenges, the Special Districts included in this review continue to meet these challenges while providing high-quality services to their communities. Each of these reports contain specific recommendations which will provide assistance to these districts to increase their professional capacity while ensuring their autonomy as independent Special Districts. The financial or operational failure of any Special District would put a significant burden on the County General Fund, and it is in the best interest of the County to ensure that these Special Districts continue to thrive. Fortunately, nothing in the data, or in what we know from the communities served by these districts, leads us to believe that any of them are in danger of failing.

If you have any questions, please contact Mary Snyder at [msnyder@mono.ca.gov](mailto:msnyder@mono.ca.gov).

Mono County  
Special District Review  
Fire District Review

Mary Snyder  
August 6, 2024

BACKGROUND:

On September 22, 2023 Bridgeport Fire Protection District requested an increase in the amount of their contract with Mono County for fire protection services, based on the changes to the Consumer Price Index since the last update to the contract that has been in place since 1993. In response, on March 12, 2024 the Board asked for additional information as it relates to all the special districts in the County. This analysis is being conducted in phases, with the first phase focusing on Fire Districts and Public Utility Districts, based on the similar services provided by these districts.

#### DATA SUMMARY:

The data presented is based on publicly-available data, and is not based on data directly from the districts. Data sources and limitations are discussed below.

**Financial** data is based on the Annual Report of Financial Transactions submitted to the California State Controller's office for the fiscal year ending June 30, 2022.

**Population** data is provided by Mono County Information Technology, based on census data received from the 2020 census.

**Call for Service** data is provided by the Mono County Sheriff's Office from dispatch records. These numbers do not include any "silent alarms" in which a member of the public contacts the first responding agency directly. It also does not differentiate between primary responses and mutual aid responses.

**County Building Square Footage** data is based on Mono County insurance records.

#### FINANCIAL DATA:

Of the 11 fire districts in Mono County, 9 were established prior to the 1978 approval of Proposition 13, making those 9 districts eligible for a portion of the 1% base property tax. The share each district receives is based on the tax-sharing agreement that was negotiated at the time the district was formed, or amended when new area was annexed into the district. Based on current practice, it is reasonable to assume that all tax sharing agreements would take into account county-owned facilities at the time the agreement was negotiated. Tax sharing agreements negotiated prior to Proposition 13 were certainly based on different factors than any amendments negotiated after that



time. These agreements are not modified based on significant changes in the value of non-taxable property, such as that owned by the County or the Federal Government, despite the significant impact government-owned facilities can place on the demand for services.

The two districts that were formed after Proposition 13, Paradise Fire and Wheeler Crest Fire, are marked with “\*” in the data tables. Table 1 shows the population/district while tables 2-5 show total revenue data as well as revenue from Property Tax revenue.

Table 1: Population/district highest to lowest

1	Mammoth Lakes Fire Protection District	7,192
2	Long Valley Fire Protection District	1,265
3	Antelope Fire Protection District	1,240
4	Chalfant Valley Fire Prevention District	660
5	June Lake Fire Protection District	602
6	Bridgeport Fire Protection District	537
7	White Mountain Fire Protection District	374
8	Lee Vining Fire Protection District	216
9	Wheeler Crest Fire Protection District*	178
10	Paradise Fire Protection District*	167
11	Mono City Fire Protection District	80

Table 2: Total Revenue highest to lowest

1	Mammoth Lakes Fire Protection District	\$ 3,966,546
2	Antelope Fire Protection District	\$ 720,385
3	Wheeler Crest Fire Protection District*	\$ 562,059
4	June Lake Fire Protection District	\$ 544,193
5	Long Valley Fire Protection District	\$ 501,195
6	White Mountain Fire Protection District	\$ 476,619
7	Bridgeport Fire Protection District	\$ 232,809
8	Chalfant Valley Fire Prevention District	\$ 185,092
9	Paradise Fire Protection District*	\$ 96,265
10	Mono City Fire Protection District	\$ 84,491
11	Lee Vining Fire Protection District	\$ 64,840

Table 3: Total Revenue Per Capita highest to lowest

1	Wheeler Crest Fire Protection District*	\$ 3,157.63
2	White Mountain Fire Protection District	\$ 1,274.38
3	Mono City Fire Protection District	\$ 1,056.14
4	June Lake Fire Protection District	\$ 903.98
5	Antelope Fire Protection District	\$ 580.96
6	Paradise Fire Protection District*	\$ 576.44
7	Mammoth Lakes Fire Protection District	\$ 551.52
8	Bridgeport Fire Protection District	\$ 433.54
9	Long Valley Fire Protection District	\$ 396.20
10	Lee Vining Fire Protection District	\$ 300.19
11	Chalfant Valley Fire Prevention District	\$ 280.44

Table 4: Property Tax Revenue highest to lowest

1	Mammoth Lakes Fire Protection District	\$ 3,805,266
2	June Lake Fire Protection District	\$ 489,019
3	Long Valley Fire Protection District	\$ 418,003
4	Bridgeport Fire Protection District	\$ 211,871
5	Antelope Fire Protection District	\$ 173,763
6	Chalfant Valley Fire Prevention District	\$ 134,496
7	Wheeler Crest Fire Protection District*	\$ 67,390
8	Mono City Fire Protection District	\$ 55,946
9	White Mountain Fire Protection District	\$ 54,273
10	Lee Vining Fire Protection District	\$ 37,994
11	Paradise Fire Protection District*	\$ 32,302

Table 5: Per Capita Property Tax Revenue highest to lowest

1	June Lake Fire Protection District	\$ 812.32
---	------------------------------------	-----------

2	Mono City Fire Protection District	\$ 699.33
3	Mammoth Lakes Fire Protection District	\$ 529.10
4	Bridgeport Fire Protection District	\$ 394.55
5	Wheeler Crest Fire Protection District*	\$ 378.60
6	Long Valley Fire Protection District	\$ 330.44
7	Chalfant Valley Fire Prevention District	\$ 203.78
8	Paradise Fire Protection District*	\$ 193.43
9	Lee Vining Fire Protection District	\$ 175.90
10	White Mountain Fire Protection District	\$ 145.11
11	Antelope Fire Protection District	\$ 140.13

As the data shows, there are significant differences in the revenues for the 11 fire districts. Some districts are more likely to be part of a strike team to respond to a “campaign fire” out of the area, which results in state or federal revenue for that time. White Mountain Fire’s revenue includes a significant contribution from Mono County for their EMS program. Other jurisdictions have one-time revenue due to sale of fixed assets in the reporting period, or transfers in from another fund, such as the fire mitigation fee fund designated for a specific project.

Reflected in the total revenue above, is the \$150,000 funded by Mono County for the First Responder Fund, which is administered by the Mono County Fire Chief’s Association. These funds are used first to ensure that all departments are prepared to respond to EMS calls. Once those needs are met, the funds are used to assist with the maintenance of equipment in order to remain in operational status, so the departments with the smaller budgets get a significant portion of the First Responder funds.

Mammoth Lakes Fire is the only department that is considered a “combination” department, including both paid and volunteer staff. All of the other departments are volunteer departments, paying stipends for department management. Administrative support tasks, including bookkeeping, records management, grant administration, and personnel management are completed by these volunteers, many of whom have limited training and limited time resources to commit to this public service.

**FINDINGS RELATED TO BRIDGEPORT FIRE REQUEST:**

Bridgeport Fire’s request is based on the significant square footage they are required to protect. The data shows that Bridgeport Fire protects 3 times as much square footage as the next closest district. This includes the historically significant courthouse and the Mono County Jail.

Bridgeport Fire Protection District was formed in 1948, at which time Mono County had approximately 20,000 sf in buildings. The tax sharing agreement was amended in 1996 (resolution 96-17) when the Twin Lakes area was annexed into Bridgeport Fire. This agreement did not include any adjustments for the significant increase in square footage.

Table 1: County square footage by district, highest to lowest

1	Bridgeport Fire Protection District	103,788
2	Long Valley Fire Protection District	31,711
3	Mammoth Lakes Fire Protection District	31,000
4	White Mountain Fire Protection District	16,876
5	Antelope Fire Protection District	16,674
6	Lee Vining Fire Protection District	10,123
7	June Lake Fire Protection District	8,599
8	Chalfant Valley Fire Prevention District	2,202
9	Mono City Fire Protection District	-
10	Paradise Fire Protection District*	-
11	Wheeler Crest Fire Protection District*	-

#### COUNTY SUPPORT FOR SPECIAL DISTRICTS:

Mono County provides support to the Fire Districts, primarily through the Finance Department and County Counsel. Some of these include subsidized annual audits; accounts payable, banking, and accounting services; legal services; and election services.

#### RECOMMENDATIONS:

These recommendations are based not only on the data presented in this report, but also based on over 20 years of personal experience with Bridgeport Fire. These are the areas in which the County could provide the most benefit to the Districts to ensure compliance with reporting, training, and legal requirements. The goal should be to ensure the autonomy and professionalism of each district, and done in a manner to support their independent status.

1. Provide access to the County training resources for Sexual Harassment and Ethics Training.
2. Develop a library of trainings for when special districts have personnel changes. This would include, but not limited to;
  - a. Accounts payable processing
  - b. Review of County Financial reports
  - c. Procedure for replacing an elected Board member mid-term
3. Technical Assistance and reminders for the districts to meet periodic review obligations related to:
  - a. Conflict of interest codes
  - b. Mitigation fee nexus study 5-year updates
4. Technical Assistance in applying for and implementing/tracking grants.
5. Conduct interviews with leadership from each district (including both members of the Board and the chief administrator) to identify additional specific needs each district may have.
6. Consider asking the Fire Chief's Association if a County Liaison would be welcome at their meetings to bring their concerns back to the County. I do recommend that this be separate from any liaison from the Sheriff's Department related to dispatch services.

Antelope Fire Protection District	
Activity:	Fire Protection
FY end:	6/30/2022
Population Served:	1,240
Calls for Service, 2023	243
Revenue/call	\$ 2,964.55
Per Capita Property Tax Income	\$ 140.13
Per Capita Total Revenue	\$ 580.96
Year End Fund balance as a percent of annual expenditures	64.66%

### Revenues

Property Taxes	\$ 173,763.00
Licenses, Permits, and Franchises	
Interest Income	\$ 6,852.00
Rents, Leases, Concessions, and Royalties	\$ 9,664.00
Federal Revenue	\$ 237,881.00
Homeowners Property Tax Relief	\$ 320.00
Other State Revenue	\$ 205,941.00
Other Intergovernmental Revenue	\$ 21,000.00
Charges for Current Services	\$ 31,386.00
Contributions from Property Owners	\$ 507.00
Other General Revenues	\$ 33,071.00
<b>Total Revenue</b>	<b>\$ 720,385.00</b>

### Expenditures

Salaries and Wages	\$ 372,473.00
Employee Benefits	
Services and Supplies	\$ 209,204.00
Principal Payments on Long-Term Debt	\$ 217,905.00
Interest Payments on Long-Term Debt	\$ 13,195.00
Capital Outlay	\$ 84,861.00
Other General Expenditures	
<b>Total Expenditures</b>	<b>\$ 897,638.00</b>
Transfers out to other funds	
Other Long-Term Debt Proceeds	
Sale of Capital Assets	
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ (177,253.00)</b>

Fund Balances (Deficits), Beginning of Fiscal Year	\$ 757,244.00
Adjustment to Fund Balance	\$ 385.00
<b>Transfers in from other funds</b>	
Fund Balances (Deficits), End of Fiscal Year	\$ 580,376.00

SF County buildings (including landfills & transfer stations)	1,908,924
Revenue/SF County buildings (including landfills and transfer st:	\$ 2.65
SF County buildings (excluding landfills & transfer stations)	16,674
Revenue/SF County buildings (excluding landfills and transfer st	\$ 0.02

Bridgeport Fire Protection District	
Activity:	Fire Protection
FY end:	6/30/2022
Population Served:	537
Calls for Service, 2023	154
Revenue/call	\$ 1,511.75
Per Capita Property Tax Income	\$ 394.55
Per Capita Total Revenue	\$ 433.54
Year End Fund balance as a percent of annual expenditures	712.06%

**Revenues**

Property Taxes	\$ 211,871.00
Licenses, Permits, and Franchises	
Interest Income	\$ 20,888.00
Rents, Leases, Concessions, and Royalties	
Federal Revenue	
Homeowners Property Tax Relief	\$ 50.00
Other State Revenue	
Other Intergovernmental Revenue	
Charges for Current Services	
Contributions from Property Owners	
Other General Revenues	
<b>Total Revenue</b>	<b>\$ 232,809.00</b>

**Expenditures**

Salaries and Wages	\$ 26,700.00
Employee Benefits	
Services and Supplies	\$ 79,469.00
Principal Payments on Long-Term Debt	
Interest Payments on Long-Term Debt	
Capital Outlay	
Other General Expenditures	
<b>Total Expenditures</b>	<b>\$ 106,169.00</b>
Transfers out to other funds	
Other Long-Term Debt Proceeds	
Sale of Capital Assets	
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ 126,640.00</b>

Fund Balances (Deficits), Beginning of Fiscal Year	\$ 566,013.00
Adjustment to Fund Balance	\$ 63,333.00
<b>Transfers in from other funds</b>	
Fund Balances (Deficits), End of Fiscal Year	\$ 755,986.00

SF County buildings (including landfills & transfer stations)	1,778,538
Revenue/SF County buildings (including landfills and transfer st:	\$ 7.64
SF County buildings (excluding landfills & transfer stations)	103,788
Revenue/SF County buildings (excluding landfills and transfer st	\$ 0.45

Chalfant Valley Fire District	
Activity:	Fire Protection
FY end:	6/30/2022
Population Served:	660
Calls for Service, 2023	79
Revenue/call	\$ 2,342.94
Per Capita Property Tax Income	\$ 203.78
Per Capita Total Revenue	\$ 280.44
Year End Fund balance as a percent of annual expenditures	494.05%

**Revenues**

Property Taxes	\$ 134,496.00
Licenses, Permits, and Franchises	\$ 11,946.00
Interest Income	\$ 4,786.00
Rents, Leases, Concessions, and Royalties	
Federal Revenue	
Homeowners Property Tax Relief	\$ 252.00
Other State Revenue	
Other Intergovernmental Revenue	\$ 17,000.00
Charges for Current Services	\$ 16,612.00
Contributions from Property Owners	
Other General Revenues	
<b>Total Revenue</b>	<b>\$ 185,092.00</b>

**Expenditures**

Salaries and Wages	\$ 38,639.00
Employee Benefits	
Services and Supplies	\$ 41,124.00
Principal Payments on Long-Term Debt	
Interest Payments on Long-Term Debt	
Capital Outlay	\$ 14,355.00
Other General Expenditures	
<b>Total Expenditures</b>	<b>\$ 94,118.00</b>
Transfers out to other funds	
Other Long-Term Debt Proceeds	
Sale of Capital Assets	
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ 90,974.00</b>

Fund Balances (Deficits), Beginning of Fiscal Year	\$ 374,010.00
Adjustment to Fund Balance	\$ 2.00
<b>Transfers in from other funds</b>	
Fund Balances (Deficits), End of Fiscal Year	\$ 464,986.00

SF County buildings (including landfills & transfer stations)	437,202
Revenue/SF County buildings (including landfills and transfer st:	\$ 2.36
SF County buildings (excluding landfills & transfer stations)	2,202
Revenue/SF County buildings (excluding landfills and transfer st	\$ 0.01



June Lake Fire Protection District	
Activity:	Fire Protection
FY end:	6/30/2022
Population Served:	602
Calls for Service, 2023	149
Revenue/call	\$ 3,652.30
Per Capita Property Tax Income	\$ 812.32
Per Capita Total Revenue	\$ 903.98
Year End Fund balance as a percent of annual expenditures	515.40%

**Revenues**

Property Taxes	\$ 489,019.00
Licenses, Permits, and Franchises	
Interest Income	\$ 21,669.00
Rents, Leases, Concessions, and Royalties	
Federal Revenue	
Homeowners Property Tax Relief	\$ 852.00
Other State Revenue	
Other Intergovernmental Revenue	
Charges for Current Services	\$ 32,653.00
Contributions from Property Owners	
Other General Revenues	
<b>Total Revenue</b>	<b>\$ 544,193.00</b>

**Expenditures**

Salaries and Wages	\$ 124,718.00
Employee Benefits	\$ 47,975.00
Services and Supplies	\$ 127,174.00
Principal Payments on Long-Term Debt	
Interest Payments on Long-Term Debt	
Capital Outlay	
Other General Expenditures	
<b>Total Expenditures</b>	<b>\$ 299,867.00</b>
Transfers out to other funds	
Other Long-Term Debt Proceeds	
Sale of Capital Assets	
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ 244,326.00</b>

Fund Balances (Deficits), Beginning of Fiscal Year	\$ 1,301,191.00
Adjustment to Fund Balance	
<b>Transfers in from other funds</b>	
Fund Balances (Deficits), End of Fiscal Year	\$ 1,545,517.00

SF County buildings (including landfills & transfer stations)	8,599
Revenue/SF County buildings (including landfills and transfer st: \$	0.02
SF County buildings (excluding landfills & transfer stations)	8,599
Revenue/SF County buildings (excluding landfills and transfer st \$	0.02

Lee Vining Fire Protection District	
Activity:	Fire Protection
FY end:	6/30/2022
Population Served:	216
Calls for Service, 2023	73
Revenue/call	\$ 888.22
Per Capita Property Tax Income	\$ 175.90
Per Capita Total Revenue	\$ 300.19
Year End Fund balance as a percent of annual expenditures	168.32%

### Revenues

Property Taxes	\$ 37,994.00
Licenses, Permits, and Franchises	
Interest Income	\$ 883.00
Rents, Leases, Concessions, and Royalties	
Federal Revenue	
Homeowners Property Tax Relief	\$ 63.00
Other State Revenue	
Other Intergovernmental Revenue	\$ 22,400.00
Charges for Current Services	
Contributions from Property Owners	
Other General Revenues	\$ 3,500.00
<b>Total Revenue</b>	<b>\$ 64,840.00</b>

### Expenditures

Salaries and Wages	\$ 15,400.00
Employee Benefits	\$ -
Services and Supplies	\$ 39,410.00
Principal Payments on Long-Term Debt	
Interest Payments on Long-Term Debt	
Capital Outlay	
Other General Expenditures	
<b>Total Expenditures</b>	<b>\$ 54,810.00</b>
Transfers out to other funds	
Other Long-Term Debt Proceeds	
Sale of Capital Assets	
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ 10,030.00</b>

Fund Balances (Deficits), Beginning of Fiscal Year	\$ 82,210.00
Adjustment to Fund Balance	\$ 18.00
<b>Transfers in from other funds</b>	
Fund Balances (Deficits), End of Fiscal Year	\$ 92,258.00

SF County buildings (including landfills & transfer stations)	2,115,523
Revenue/SF County buildings (including landfills and transfer st:	\$ 32.63
SF County buildings (excluding landfills & transfer stations)	10,123
Revenue/SF County buildings (excluding landfills and transfer st	\$ 0.16

Long Valley Fire Protection District	
Activity:	Fire Protection
FY end:	6/30/2022
Population Served:	1,265
Calls for Service, 2023	115
Revenue/call	\$ 4,358.22
Per Capita Property Tax Income	\$ 330.44
Per Capita Total Revenue	\$ 396.20
Year End Fund balance as a percent of annual expenditures	218.98%

### Revenues

Property Taxes	\$ 418,003.00
Licenses, Permits, and Franchises	\$ 8,628.00
Interest Income	\$ 8,951.00
Rents, Leases, Concessions, and Royalties	
Federal Revenue	
Homeowners Property Tax Relief	\$ 773.00
Other State Revenue	\$ 5,522.00
Other Intergovernmental Revenue	\$ 56,749.00
Charges for Current Services	
Contributions from Property Owners	\$ 2,569.00
Other General Revenues	
<b>Total Revenue</b>	<b>\$ 501,195.00</b>

### Expenditures

Salaries and Wages	\$ 132,166.00
Employee Benefits	\$ -
Services and Supplies	\$ 220,338.00
Principal Payments on Long-Term Debt	
Interest Payments on Long-Term Debt	
Capital Outlay	
Other General Expenditures	
<b>Total Expenditures</b>	<b>\$ 352,504.00</b>
Transfers out to other funds	
Other Long-Term Debt Proceeds	
Sale of Capital Assets	
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ 148,691.00</b>

Fund Balances (Deficits), Beginning of Fiscal Year	\$ 626,583.00
Adjustment to Fund Balance	\$ (3,353.00)
<b>Transfers in from other funds</b>	
Fund Balances (Deficits), End of Fiscal Year	\$ 771,921.00

SF County buildings (including landfills & transfer stations)	6,469,711
Revenue/SF County buildings (including landfills and transfer st:	\$ 12.91
SF County buildings (excluding landfills & transfer stations)	31,711
Revenue/SF County buildings (excluding landfills and transfer st	\$ 0.06

Mammoth Lakes Fire Protection District	
Activity:	Fire Protection
FY end:	6/30/2022
Population Served:	7,192
Calls for Service, 2023	1299
Revenue/call	\$ 3,053.54
Per Capita Property Tax Income	\$ 529.10
Per Capita Total Revenue	\$ 551.52
Year End Fund balance as a percent of annual expenditures	102.29%

### Revenues

Property Taxes	\$ 3,805,266.00
Licenses, Permits, and Franchises	
Interest Income	\$ 18,100.00
Rents, Leases, Concessions, and Royalties	\$ 12,000.00
Federal Revenue	\$ 26,370.00
Homeowners Property Tax Relief	\$ 7,249.00
Other State Revenue	\$ 4,778.00
Other Intergovernmental Revenue	
Charges for Current Services	\$ 72,979.00
Contributions from Property Owners	
Other General Revenues	\$ 19,804.00
<b>Total Revenue</b>	<b>\$3,966,546.00</b>

### Expenditures

Salaries and Wages	\$ 1,549,948.00
Employee Benefits	\$ 902,783.00
Services and Supplies	\$ 743,350.00
Principal Payments on Long-Term Debt	
Interest Payments on Long-Term Debt	
Capital Outlay	\$ 353,182.00
Other General Expenditures	
<b>Total Expenditures</b>	<b>\$3,549,263.00</b>
Transfers out to other funds	\$ (255,035.00)
Other Long-Term Debt Proceeds	
Sale of Capital Assets	\$ 32,350.00
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ 194,598.00</b>

Fund Balances (Deficits), Beginning of Fiscal Year	\$ 3,581,410.00
Adjustment to Fund Balance	\$ (145,629.00)
<b>Transfers in from other funds</b>	
Fund Balances (Deficits), End of Fiscal Year	\$ 3,630,379.00

SF County buildings (including landfills & transfer stations)	31,000
Revenue/SF County buildings (including landfills and transfer st:	\$ 0.01
SF County buildings (excluding landfills & transfer stations)	31,000
Revenue/SF County buildings (excluding landfills and transfer st	\$ 0.01

Mono City Fire Protection District	
Activity:	Fire Protection
FY end:	6/30/2022
Population Served:	80
Calls for Service, 2023	32
Revenue/call	\$ 2,640.34
Per Capita Property Tax Income	\$ 699.33
Per Capita Total Revenue	\$ 1,056.14
Year End Fund balance as a percent of annual expenditures	217.15%

**Revenues**

Property Taxes	\$ 55,946.00
Licenses, Permits, and Franchises	\$ 810.00
Interest Income	\$ 1,412.00
Rents, Leases, Concessions, and Royalties	
Federal Revenue	
Homeowners Property Tax Relief	\$ 51.00
Other State Revenue	
Other Intergovernmental Revenue	
Charges for Current Services	
Contributions from Property Owners	\$ 2,500.00
Other General Revenues	\$ 23,772.00
<b>Total Revenue</b>	<b>\$ 84,491.00</b>

**Expenditures**

Salaries and Wages	
Employee Benefits	
Services and Supplies	\$ 40,867.00
Principal Payments on Long-Term Debt	
Interest Payments on Long-Term Debt	
Capital Outlay	\$ 23,364.00
Other General Expenditures	
<b>Total Expenditures</b>	<b>\$ 64,231.00</b>
Transfers out to other funds	
Other Long-Term Debt Proceeds	
Sale of Capital Assets	
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ 20,260.00</b>

Fund Balances (Deficits), Beginning of Fiscal Year	\$ 119,216.00
Adjustment to Fund Balance	
<b>Transfers in from other funds</b>	
Fund Balances (Deficits), End of Fiscal Year	\$ 139,476.00

SF County buildings (including landfills & transfer stations)	-
Revenue/SF County buildings (including landfills and transfer st:	#DIV/0!
SF County buildings (excluding landfills & transfer stations)	-
Revenue/SF County buildings (excluding landfills and transfer st	#DIV/0!

Paradise Fire Protection District	
Activity:	Fire Protection
FY end:	6/30/2022
Population Served:	167
Calls for Service, 2023	23
Revenue/call	\$ 4,185.43
Per Capita Property Tax Income	\$ 193.43
Per Capita Total Revenue	\$ 576.44
Year End Fund balance as a percent of annual expenditures	583.21%

**Revenues**

Property Taxes	\$ 32,302.00
Licenses, Permits, and Franchises	
Interest Income	\$ 2,869.00
Rents, Leases, Concessions, and Royalties	
Federal Revenue	
Homeowners Property Tax Relief	
Other State Revenue	
Other Intergovernmental Revenue	\$ 50,471.00
Charges for Current Services	
Contributions from Property Owners	\$ 8,070.00
Other General Revenues	\$ 2,553.00
<b>Total Revenue</b>	<b>\$ 96,265.00</b>

**Expenditures**

Salaries and Wages	
Employee Benefits	
Services and Supplies	\$ 358.00
Principal Payments on Long-Term Debt	
Interest Payments on Long-Term Debt	
Capital Outlay	
Other General Expenditures	\$ 52,475.00
<b>Total Expenditures</b>	<b>\$ 52,833.00</b>

Transfers out to other funds	
Other Long-Term Debt Proceeds	
Sale of Capital Assets	
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ 43,432.00</b>

Fund Balances (Deficits), Beginning of Fiscal Year	\$ 264,696.00
Adjustment to Fund Balance	
<b>Transfers in from other funds</b>	
Fund Balances (Deficits), End of Fiscal Year	\$ 308,128.00

SF County buildings (including landfills & transfer stations)	17,400
Revenue/SF County buildings (including landfills and transfer st: \$	0.18
SF County buildings (excluding landfills & transfer stations)	-
Revenue/SF County buildings (excluding landfills and transfer st \$	-

Wheeler Crest Fire Protection District	
Activity:	Fire Protection
FY end:	6/30/2022
Population Served:	178
Calls for Service, 2023	
Revenue/call	#DIV/0!
Per Capita Property Tax Income	\$ 378.60
Per Capita Total Revenue	\$ 3,157.63
Year End Fund balance as a percent of annual expenditures	69.34%

### Revenues

Property Taxes	\$ 67,390.00
Licenses, Permits, and Franchises	\$ 12,476.00
Interest Income	\$ 4,090.00
Rents, Leases, Concessions, and Royalties	
Federal Revenue	\$ 281,941.00
Homeowners Property Tax Relief	
Other State Revenue	\$ 162,134.00
Other Intergovernmental Revenue	\$ 28,476.00
Charges for Current Services	
Contributions from Property Owners	\$ 2,130.00
Other General Revenues	\$ 3,422.00
<b>Total Revenue</b>	<b>\$ 562,059.00</b>

### Expenditures

Salaries and Wages	\$ 186,968.00
Employee Benefits	
Services and Supplies	\$ 179,131.00
Principal Payments on Long-Term Debt	\$ 12,924.00
Interest Payments on Long-Term Debt	\$ 2,780.00
Capital Outlay	\$ 280,670.00
Other General Expenditures	
<b>Total Expenditures</b>	<b>\$ 662,473.00</b>
Transfers out to other funds	
Other Long-Term Debt Proceeds	\$ 132,226.00
Sale of Capital Assets	
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ (100,414.00)</b>

Fund Balances (Deficits), Beginning of Fiscal Year	\$ 414,441.00
Adjustment to Fund Balance	\$ 13,133.00
<b>Transfers in from other funds</b>	
Fund Balances (Deficits), End of Fiscal Year	\$ 459,386.00

SF County buildings (including landfills & transfer stations)	
Revenue/SF County buildings (including landfills and transfer st:	\$ -
SF County buildings (excluding landfills & transfer stations)	
Revenue/SF County buildings (excluding landfills and transfer st	\$ -

Wheeler Crest Fire Protection District	
Activity:	Fire Protection
FY end:	6/30/2022
Population Served:	374
Calls for Service, 2023	79
Revenue/call	\$ 6,033.15
Per Capita Property Tax Income	\$ 145.11
Per Capita Total Revenue	\$ 1,274.38
Year End Fund balance as a percent of annual expenditures	26.01%

**Revenues**

Property Taxes	\$ 54,273.00
Licenses, Permits, and Franchises	
Interest Income	\$ 1,538.00
Rents, Leases, Concessions, and Royalties	
Federal Revenue	\$ 87,128.00
Homeowners Property Tax Relief	\$ 101.00
Other State Revenue	\$ 49,336.00
Other Intergovernmental Revenue	\$ 278,000.00
Charges for Current Services	
Contributions from Property Owners	
Other General Revenues	\$ 6,243.00
<b>Total Revenue</b>	<b>\$ 476,619.00</b>

**Expenditures**

Salaries and Wages	\$ 318,608.00
Employee Benefits	
Services and Supplies	\$ 102,579.00
Principal Payments on Long-Term Debt	\$ 46,028.00
Interest Payments on Long-Term Debt	\$ 9,703.00
Capital Outlay	\$ 12,002.00
Other General Expenditures	
<b>Total Expenditures</b>	<b>\$ 488,920.00</b>
Transfers out to other funds	
Other Long-Term Debt Proceeds	
Sale of Capital Assets	
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>\$ (12,301.00)</b>

Fund Balances (Deficits), Beginning of Fiscal Year	\$ 130,640.00
Adjustment to Fund Balance	\$ 8,852.00
<b>Transfers in from other funds</b>	
Fund Balances (Deficits), End of Fiscal Year	\$ 127,191.00

SF County buildings (including landfills & transfer stations)	451,876
Revenue/SF County buildings (including landfills and transfer st:	\$ 0.95
SF County buildings (excluding landfills & transfer stations)	16,876
Revenue/SF County buildings (excluding landfills and transfer st	\$ 0.04



Mono County  
Special District Review  
Water/Sewer District Review

Mary Snyder  
August 6, 2024

BACKGROUND:

On September 22, 2023, Bridgeport Fire Protection District requested an increase in the amount of their contract with Mono County for fire protection services, based on the changes to the Consumer Price Index since the last update to the contract that has been in place since 1996. In response, the Board asked for additional information as it relates to all the special districts in the County. This analysis is being conducted in phases, with the first phase focusing on Fire Districts and Public Utility Districts, based on the similar services provided by these districts.

**DATA SUMMARY:**

The data presented is based on publicly-available data, and is not based on data directly from the districts. Data sources and limitations are discussed below.

**Financial** data is based on the Annual Report of Financial Transactions submitted to the California State Controller’s office for the fiscal year ending June 30, 2022.

**Population** data is provided by Mono County Information Technology, based on census data received from the 2020 census.

**FINANCIAL DATA:**

There are 5 Special Districts providing municipal water service and 4 providing municipal sewer service in Mono County. These services are accounted for as an Enterprise Fund, as the district provides a “service/product” they sell to a “consumer” and therefore, there is a means to charge the cost of providing the service to the customer. It should be noted, however, that rate-setting for these services is extremely complicated. Each of these districts does receive a portion of the base property tax, which is used to offset customer rates. Tables 1-5 summarize the water system data, and tables 6-10 summarize the sewer system data.

Table 1: Water System Total Revenue, highest to lowest

1	Mammoth Community Water District	\$ 9,873,305
---	----------------------------------	--------------

2	June Lake Public Utilities District	\$ 892,020
3	Bridgeport Public Utilities District	\$ 480,576
4	Lee Vining Public Utilities District	\$ 195,001
5	Wheeler Crest Community Services District	\$ 50,434

Table 2: Water System Property Tax Revenue, highest to lowest

1	Mammoth Community Water District	\$ 5,822,323
2	June Lake Public Utilities District	\$ 365,512
3	Lee Vining Public Utilities District	\$ 63,529
4	Wheeler Crest Community Services District	\$ 42,964
5	Bridgeport Public Utilities District	\$ 7,416

Table 3: Water System Total Revenue Per Capita highest to lowest

1	June Lake Public Utilities District	\$ 1,482
2	Bridgeport Public Utilities District	\$ 1,422
3	Mammoth Community Water District	\$ 1,399
4	Lee Vining Public Utilities District	\$ 1,283
5	Wheeler Crest Community Services District	\$ 400

Table 4: Water System Property Tax Revenue per capita highest to lowest

1	Mammoth Community Water District	\$ 825
2	June Lake Public Utilities District	\$ 607
3	Lee Vining Public Utilities District	\$ 418
4	Wheeler Crest Community Services District	\$ 341
5	Bridgeport Public Utilities District	\$ 22

Table 5: Water System Percent of Revenue from Operating Revenue lowest to highest

1	Wheeler Crest Community Services District	10.86%
2	Mammoth Community Water District	41.50%
3	June Lake Public Utilities District	58.78%
4	Lee Vining Public Utilities District	60.11%
5	Bridgeport Public Utilities District	97.28%

Table 6: Sewer System Total Revenue, highest to lowest

1	Mammoth Community Water District	\$ 5,591,742
2	June Lake Public Utilities District	\$ 939,011
3	Hilton Creek Community Services District	\$ 597,036
4	Bridgeport Public Utilities District	\$ 261,648

Table 7: Sewer System Property Tax Revenue, highest to lowest

1	Mammoth Community Water District	\$ 2,496,529
2	June Lake Public Utilities District	\$ 365,511
3	Hilton Creek Community Services District	\$ 159,048
4	Bridgeport Public Utilities District	\$ 12,125

Table 8: Sewer System Total Revenue Per Capita highest to lowest

1	June Lake Public Utilities District	\$ 1,560
2	Mammoth Community Water District	\$ 792
3	Bridgeport Public Utilities District	\$ 774
4	Hilton Creek Community Services District	\$ 627

Table 9: Sewer System Property Tax Revenue per capita highest to lowest

1	June Lake Public Utilities District	\$ 607
2	Mammoth Community Water District	\$ 354
3	Hilton Creek Community Services District	\$ 167
4	Bridgeport Public Utilities District	\$ 36

Table 10: Sewer System Percent of Revenue from Operating Revenue lowest to highest

1	Mammoth Community Water District	52.87%
2	June Lake Public Utilities District	59.54%
3	Hilton Creek Community Services District	71.64%
4	Bridgeport Public Utilities District	93.67%

As the previously noted, the rate-setting for water and sewer services is very complicated. Water and sewer rates must be calculated separately. This process is subject to Proposition 218 requirements, which adds additional complexity. Rates include the cost of obtaining, and possibly treating the water, or the treatment of sewage for sewer rates. Both rates also include quality monitoring, as well as the cost of the transmission/distribution system, which includes long-term capital costs to maintain underground pipes, etc. Water and Sewer systems have significant infrastructure, often underground, and the cost of maintenance and replacement is the responsibility of the rate-payers. Generally, systems with fewer rate payers have higher costs, and many very small systems in the state have failed when their infrastructure has failed.

These special districts also must bill customers on a regular basis, which adds additional administrative requirements to ensure the process is done in a way that is consistent with audit standards as they relate to the separation of duties. For all but Mammoth Community Water District, this can be challenging, due to limited staffing.

**COUNTY SUPPORT FOR SPECIAL DISTRICTS:**

Mono County provides support to the Fire Districts, primarily through the Finance Department and County Counsel. Some of these include subsidized annual audits; accounts payable, banking, and accounting services; legal services; and election services.

**RECOMMENDATIONS:**

These recommendations are based not only on the data presented in this report, but also based on knowledge of these districts during my living and working in Mono County. The County could provide the most benefit to the districts to ensure compliance

with reporting, training, and legal requirements. The goal should be to ensure the autonomy and professionalism of each district and done in a manner to support their independent status.

1. Provide access to the County training resources for Sexual Harassment and Ethics Training.
2. Develop a library of trainings for when special districts have personnel changes. This would include, but not limited to;
  - a. Accounts payable processing
  - b. Review of County Financial reports
  - c. Procedure for replacing an elected Board member mid-term
3. Technical Assistance and reminders for the districts to meet periodic review obligations related to:
  - a. Conflict of interest codes
  - b. Rate studies on a periodic basis
4. Technical Assistance in applying for and implementing/tracking grants.
5. Conduct interviews with leadership from each district (including both members of the Board and the chief administrator) to identify additional specific needs each district may have.

Bridgeport Public Utilities District

Activity: Water  
 FY end: 6/30/2022  
 Population Served: 338

Per Capita Property Tax Income \$ 21.94  
 Per Capita Total Revenue \$ 1,421.82  
 Share of revenue from operating revenue 97.28%

**Operating Revenue**

Residential Water sales \$ 467,500.00  
 Connection Fees  
 Other Water Sales  
 Other Operating Income  
**Total Operating Revenue \$ 467,500.00**

**Operating Expenses**

Water supply expenses  
 Personnel Services \$ 129,481.00  
 Contractual Services  
 Materials and Supplies \$ 43,940.00  
 Other water supply expenses  
 Pumping expenses \$ 46,466.00  
 Treatment expenses \$ 17,317.00  
 Transmission and distribution expenses  
 General and Administrative Expense \$ 40,781.00  
 Depreciation and Amortization \$ 158,616.00  
 Other Operating Expenses  
**Total Operating Expenses \$ 436,601.00**  
**Operating Income (Loss) \$ 30,899.00**

**Non-operating Revenue**

Investment income \$ 5,659.00  
 Rents and Leases  
 Property Taxes \$ 7,416.00  
 Homeowners Property Tax Relief \$ 1.00  
 Gain on Disposal of Assets  
 Other non-operating income  
**Total Non-operating Revenue \$ 13,076.00**

**Non-operating Expenses**

Interest Expense \$ 43,449.00  
**Total Non-operating Expenses \$ 43,449.00**

**Change in Net position \$ 526.00**

**Beginning Fund Balance \$ 6,535,092.00**

Transfers between funds  
 State Capital Contribution \$ 15,974.00  
 Adjustments to fund balance  
**Ending Fund balance \$ 6,551,592.00**

June Lake Public Utilities District

Activity: Water  
 FY end: 6/30/2022  
 Population Served: 602

Per Capita Property Tax Income \$ 607.16  
 Per Capita Total Revenue \$ 1,481.76  
 Share of revenue from operating revenue 58.78%

**Operating Revenue**

Residential Water sales \$ 508,019.00  
 Connection Fees  
 Other Water Sales \$ 5,718.00  
 Other Operating Income \$ 10,585.00  
**Total Operating Revenue \$ 524,322.00**

**Operating Expenses**

Water supply expenses  
 Personnel Services  
 Contractual Services  
 Materials and Supplies  
 Other water supply expenses \$ 30,541.00  
 Pumping expenses \$ 20,679.00  
 Treatment expenses \$ 169,861.00  
 Transmission and distribution expenses \$ 86,080.00  
 General and Administrative Expense \$ 368,495.00  
 Depreciation and Amortization  
 Other Operating Expenses  
**Total Operating Expenses \$ 675,656.00**  
**Operating Income (Loss) \$ (151,334.00)**

**Non-operating Revenue**

Investment income  
 Rents and Leases  
 Property Taxes \$ 365,512.00  
 Homeowners Property Tax Relief \$ 1,186.00  
 Gain on Disposal of Assets  
 Other non-operating income \$ 1,000.00  
**Total Non-operating Revenue \$ 367,698.00**

**Non-operating Expenses**

Interest Expense  
**Total Non-operating Expenses \$ -**

**Change in Net position \$ 216,364.00**

**Beginning Fund Balance \$ 4,172,415.00**

Transfers between funds  
 State Capital Contribution  
 Adjustments to fund balance \$ (2,551.00)  
**Ending Fund balance \$ 4,386,228.00**



Lee Vining Public Utilities District

Activity: Water  
 FY end: 6/30/2022  
 Population Served: 152

Per Capita Property Tax Income \$ 417.95  
 Per Capita Total Revenue \$ 1,282.90  
 Share of revenue from operating revenue 60.11%

**Operating Revenue**

Residential Water sales \$ 117,221.00  
 Connection Fees  
 Other Water Sales  
 Other Operating Income  
**Total Operating Revenue \$ 117,221.00**

**Operating Expenses**

Water supply expenses  
 Personnel Services \$ 21,716.00  
 Contractual Services  
 Materials and Supplies  
 Other water supply expenses  
 Pumping expenses  
 Treatment expenses  
 Transmission and distribution expenses  
 General and Administrative Expense \$ 65,630.00  
 Depreciation and Amortization \$ 28,974.00  
 Other Operating Expenses  
**Total Operating Expenses \$ 116,320.00**  
**Operating Income (Loss) \$ 901.00**

**Non-operating Revenue**

Investment income \$ 14,140.00  
 Rents and Leases  
 Property Taxes \$ 63,529.00  
 Homeowners Property Tax Relief \$ 111.00  
 Gain on Disposal of Assets  
 Other non-operating income  
**Total Non-operating Revenue \$ 77,780.00**

**Non-operating Expenses**

Interest Expense \$ 14,248.00  
**Total Non-operating Expenses \$ 14,248.00**

**Change in Net position \$ 64,433.00**

**Beginning Fund Balance \$ 1,262,867.00**

Transfers between funds  
 State Capital Contribution  
 Adjustments to fund balance \$ (48,418.00)  
**Ending Fund balance \$ 1,278,882.00**

Mammoth Community Water District

Activity: Water  
 FY end: 6/30/2022  
 Population Served: 7,057

Per Capita Property Tax Income \$ 825.04  
 Per Capita Total Revenue \$ 1,399.08  
 Share of revenue from operating revenue 41.50%

**Operating Revenue**

Residential Water sales \$ 3,813,227.00  
 Connection Fees  
 Other Water Sales  
 Other Operating Income \$ 283,862.00  
**Total Operating Revenue \$ 4,097,089.00**

**Operating Expenses**

Water supply expenses \$ 3,046,428.00  
 Personnel Services \$ 1,108,021.00  
 Contractual Services \$ 330,942.00  
 Materials and Supplies \$ 44,535.00  
 Other water supply expenses  
 Pumping expenses  
 Treatment expenses  
 Transmission and distribution expenses  
 General and Administrative Expense \$ 140,159.00  
 Depreciation and Amortization \$ 2,398,778.00  
 Other Operating Expenses  
**Total Operating Expenses \$ 7,068,863.00**  
**Operating Income (Loss) \$ (2,971,774.00)**

**Non-operating Revenue**

Investment income \$ (277,780.00)  
 Rents and Leases \$ 1,661.00  
 Property Taxes \$ 5,822,323.00  
 Homeowners Property Tax Relief \$ 9,329.00  
 Gain on Disposal of Assets \$ 32,887.00  
 Other non-operating income \$ 187,796.00  
**Total Non-operating Revenue \$ 5,776,216.00**

**Non-operating Expenses**

Interest Expense  
**Total Non-operating Expenses \$ -**

**Change in Net position \$ 2,804,442.00**

**Beginning Fund Balance \$ 58,612,888.00**

Transfers between funds  
 State Capital Contribution  
 Adjustments to fund balance \$ (2,267,036.00)  
**Ending Fund balance \$ 59,150,294.00**

Wheeler Crest Community Services District

Activity: Water  
 FY end: 6/30/2022  
 Population Served: 126

Per Capita Property Tax Income \$ 340.98  
 Per Capita Total Revenue \$ 400.27  
 Share of revenue from operating revenue 10.86%

**Operating Revenue**

Residential Water sales  
 Connection Fees \$ 1,500.00  
 Other Water Sales  
 Other Operating Income \$ 3,978.00  
**Total Operating Revenue \$ 5,478.00**

**Operating Expenses**

Water supply expenses  
 Personnel Services  
 Contractual Services  
 Materials and Supplies  
 Other water supply expenses  
 Pumping expenses  
 Treatment expenses  
 Transmission and distribution expenses  
 General and Administrative Expense \$ 22,507.00  
 Depreciation and Amortization \$ 37,904.00  
 Other Operating Expenses  
**Total Operating Expenses \$ 60,411.00**  
**Operating Income (Loss) \$ (54,933.00)**

**Non-operating Revenue**

Investment income \$ 1,992.00  
 Rents and Leases  
 Property Taxes \$ 42,964.00  
 Homeowners Property Tax Relief  
 Gain on Disposal of Assets  
 Other non-operating income  
**Total Non-operating Revenue \$ 44,956.00**

**Non-operating Expenses**

Interest Expense \$ 291.00  
**Total Non-operating Expenses \$ 291.00**

**Change in Net position \$ (10,268.00)**

**Beginning Fund Balance \$ 479,497.00**

Transfers between funds  
 State Capital Contribution  
 Adjustments to fund balance \$ (24.00)  
**Ending Fund balance \$ 469,205.00**

Bridgeport Public Utilities District	
Activity:	Sewer
FY end:	6/30/2022
Population Served:	338
Per Capita Property Tax Income	\$ 35.87
Per Capita Total Revenue	\$ 774.11
Share of revenue from operating revenue	93.67%

**Operating Revenue**

Service Charges	\$ 245,076.00
Permit and Inspection Fees	
Connection Fees	
standby and availability charges	
Service-type assessments	
Service Penalties-operating	
Other Operating Revenues	
<b>Total Operating Revenue</b>	<b>\$ 245,076.00</b>

**Operating Expenses**

Treatment and Disposal Expenses	\$ 30,062.00
Tax expenses	\$ 12,673.00
Personnel Services	\$ 101,735.00
Contractual Services	
Materials and Supplies	\$ 11,560.00
General and Administrative Expense	\$ 32,043.00
Depreciation and Amortization	\$ 93,570.00
Other Operating Expenses	
<b>Total Operating Expenses</b>	<b>\$ 281,643.00</b>
<b>Operating Income (Loss)</b>	<b>\$ (36,567.00)</b>

**Non-operating Revenue**

Investment income	\$ 4,446.00
Rents and Leases	
Property Taxes	\$ 12,125.00
Homeowners Property Tax Relief	\$ 1.00
Gain on Disposal of Assets	
Other non-operating income	
<b>Total Non-operating Revenue</b>	<b>\$ 16,572.00</b>

**Non-operating Expenses**

Interest Expense	\$ 34,138.00
<b>Total Non-operating Expenses</b>	<b>\$ 34,138.00</b>

<b>Change in Net position</b>	<b>\$ (54,133.00)</b>
-------------------------------	-----------------------

<b>Beginning Fund Balance</b>	<b>\$ 1,141,127.00</b>
-------------------------------	------------------------

Transfers between funds

**Adjustments to fund balance**

<b>Ending Fund balance</b>	<b>\$ 1,086,994.00</b>
----------------------------	------------------------

Hilton Creek Community Services District

Activity:	Sewer
FY end:	6/30/2022
Population Served:	952
Per Capita Property Tax Income	\$ 167.07
Per Capita Total Revenue	\$ 627.14
Share of revenue from operating revenue	71.64%

**Operating Revenue**

Service Charges	\$ 331,745.00
Permit and Inspection Fees	
Connection Fees	\$ 8,228.00
standby and availability charges	
Service-type assessments	
Service Penalties-operating	
Other Operating Revenues	\$ 87,772.00
<b>Total Operating Revenue</b>	<b>\$ 427,745.00</b>

**Operating Expenses**

Treatment and Disposal Expenses	\$ 219,497.00
Tax expenses	
Personnel Services	
Contractual Services	
Materials and Supplies	
General and Administrative Expense	\$ 158,786.00
Depreciation and Amortization	\$ 90,000.00
Other Operating Expenses	\$ 138,449.00
<b>Total Operating Expenses</b>	<b>\$ 606,732.00</b>
<b>Operating Income (Loss)</b>	<b>\$ (178,987.00)</b>

**Non-operating Revenue**

Investment income	\$ 9,243.00
Rents and Leases	
Property Taxes	\$ 159,048.00
Homeowners Property Tax Relief	\$ 1,000.00
Gain on Disposal of Assets	
Other non-operating income	
<b>Total Non-operating Revenue</b>	<b>\$ 169,291.00</b>

**Non-operating Expenses**

Interest Expense	
<b>Total Non-operating Expenses</b>	<b>\$ -</b>

**Change in Net position** \$ (9,696.00)

<b>Beginning Fund Balance</b>	<b>\$ 1,139,933.00</b>
Transfers between funds	
<b>Adjustments to fund balance</b>	<b>\$ (7,779.00)</b>
<b>Ending Fund balance</b>	<b>\$ 1,122,458.00</b>

June Lake Public Utilities District

Activity: Sewer  
 FY end: 6/30/2022  
 Population Served: 602

Per Capita Property Tax Income \$ 607.16  
 Per Capita Total Revenue \$ 1,559.82  
 Share of revenue from operating revenue 59.54%

**Operating Revenue**

Service Charges \$ 524,994.00  
 Permit and Inspection Fees  
 Connection Fees \$ 7,672.00  
 standby and availability charges  
 Service-type assessments  
 Service Penalties-operating \$ 5,899.00  
 Other Operating Revenues \$ 20,548.00  
**Total Operating Revenue \$ 559,113.00**

**Operating Expenses**

Treatment and Disposal Expenses \$ 284,097.00  
 Tax expenses  
 Personnel Services  
 Contractual Services  
 Materials and Supplies  
 General and Administrative Expense \$ 482,035.00  
 Depreciation and Amortization \$ -  
 Other Operating Expenses \$ 6,369.00  
**Total Operating Expenses \$ 772,501.00**  
**Operating Income (Loss) \$ (213,388.00)**

**Non-operating Revenue**

Investment income  
 Rents and Leases \$ 13,200.00  
 Property Taxes \$ 365,511.00  
 Homeowners Property Tax Relief \$ 1,187.00  
 Gain on Disposal of Assets  
 Other non-operating income  
**Total Non-operating Revenue \$ 379,898.00**

**Non-operating Expenses**

Interest Expense  
**Total Non-operating Expenses \$ -**

**Change in Net position \$ 166,510.00**

**Beginning Fund Balance \$ 2,583,288.00**

Transfers between funds  
**Adjustments to fund balance \$ (1,598.00)**  
**Ending Fund balance \$ 2,748,200.00**

Mammoth Community Water District

Activity:	Sewer
FY end:	6/30/2022
Population Served:	7,057
Per Capita Property Tax Income	\$ 353.77
Per Capita Total Revenue	\$ 792.37
Share of revenue from operating revenue	52.87%

**Operating Revenue**

Service Charges	\$ 2,815,344.00
Permit and Inspection Fees	\$ 140,907.00
Connection Fees	\$ -
standby and availability charges	
Service-type assessments	
Service Penalties-operating	\$ -
Other Operating Revenues	\$ -
<b>Total Operating Revenue</b>	<b>\$ 2,956,251.00</b>

**Operating Expenses**

Treatment and Disposal Expenses	\$ 2,467,588.00
Tax expenses	
Personnel Services	\$ 1,133,217.00
Contractual Services	\$ 330,942.00
Materials and Supplies	\$ 44,535.00
General and Administrative Expense	\$ 140,159.00
Depreciation and Amortization	\$ 1,671,619.00
Other Operating Expenses	
<b>Total Operating Expenses</b>	<b>\$ 5,788,060.00</b>
<b>Operating Income (Loss)</b>	<b>\$ (2,831,809.00)</b>

**Non-operating Revenue**

Investment income	\$ (19,336.00)
Rents and Leases	\$ 104,920.00
Property Taxes	\$ 2,496,529.00
Homeowners Property Tax Relief	\$ 4,000.00
Gain on Disposal of Assets	\$ 15,589.00
Other non-operating income	\$ 33,789.00
<b>Total Non-operating Revenue</b>	<b>\$ 2,635,491.00</b>

**Non-operating Expenses**

Interest Expense	
<b>Total Non-operating Expenses</b>	<b>\$ -</b>
<b>Change in Net position</b>	<b>\$ (196,318.00)</b>

<b>Beginning Fund Balance</b>	<b>\$ 36,033,301.00</b>
Transfers between funds	
<b>Adjustments to fund balance</b>	<b>\$ 2,267,036.00</b>
<b>Ending Fund balance</b>	<b>\$ 38,104,019.00</b>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: Public Works**

**TIME REQUIRED** 10 minutes

**SUBJECT** Mono County Jail Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Paul Roten, Public Works Director;  
Janet Dutcher, Finance Director

**AGENDA DESCRIPTION:**

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

Mono County Jail Update.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Paul Roten

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">August Jail Presentation</a>
<a href="#">Jail Fiscal Update</a>

**History**

Time	Who	Approval
7/29/2024 8:41 AM	County Counsel	Yes
7/30/2024 11:25 AM	Finance	Yes
7/31/2024 9:55 PM	County Administrative Office	Yes



# Mono County Jail Update

August 6, 2024





# Mono County Jail Update

- ▶ Project Schedule
- ▶ Site Preparation
  - ▶ ~~Hazardous Material Removal~~
  - ▶ ~~Utility relocations~~
  - ▶ ~~Hospital demolition~~
  - ▶ ~~Utility company coordination (pole removal)~~
  - ▶ Soil Mitigation (moved into main contract)
- ▶ Present work tasks
- ▶ Next steps

# Mono County Jail Schedule



# Design update



Looking East



# Design update



Looking Northeast

## Design update

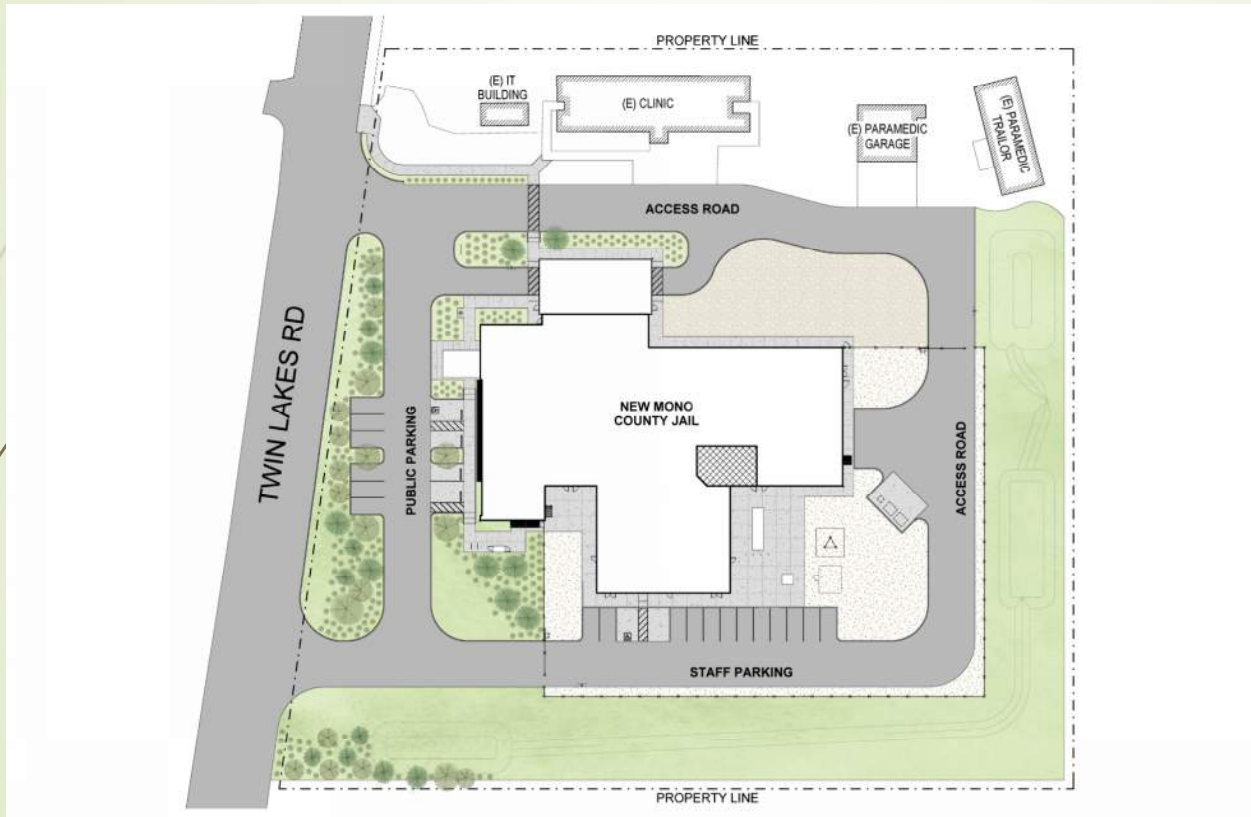


The Fence

# POWER POLE REMOVED



# Design update



Facility Site Plan



# Design update



Public Front/Entry

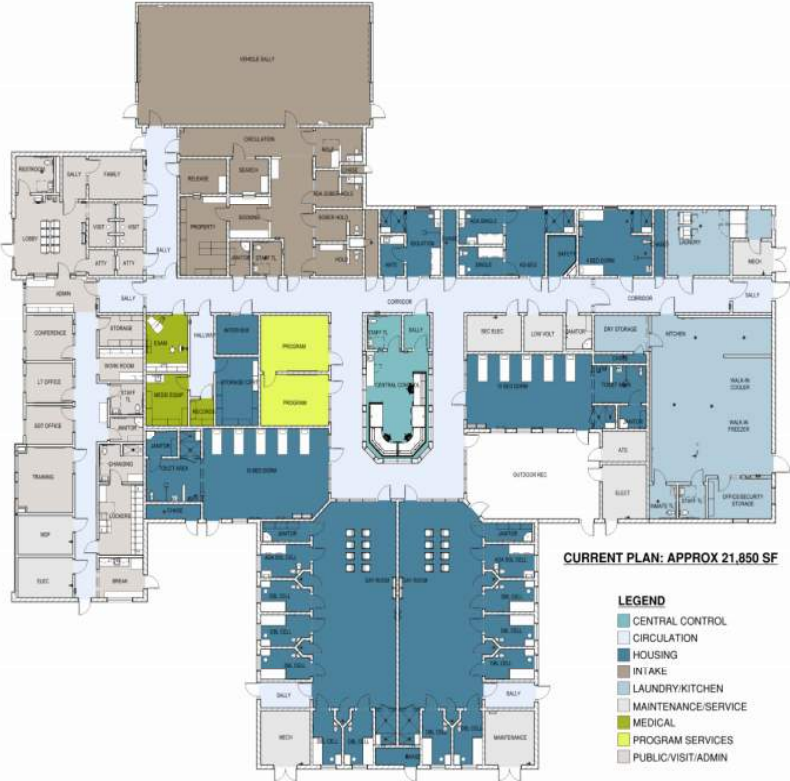


# Design update



Secure/Controlled Access

# Design update



Floor Plan



# Site Preparation – Old Mono Hospital Site

- ~~Asbestos removal is complete~~
  - ~~Through an operation that took three phases, the hazardous materials at the hospital were removed~~
  - ~~The monitoring efforts have now shown that the site materials are safe for normal disposal processes~~
- ~~Utility Relocation and Demolition~~
  - ~~Provide utilities for new Jail~~
  - ~~Prepare site for the compaction process~~
  - ~~Remove overhead power lines and poles that are in way of new construction~~
- **Soil Remediation (moved to main contract)**
  - ~~Preparation of Bid Documents~~
  - ~~Bid / Award and Execute Construction of RIC process~~



# Process

## State Agencies Involved in Process:

- ▶ Board of State and Community Corrections (BSCC)
- ▶ State Department of General Services (DGS Real Estate Services Branch)
- ▶ Department of Finance (DOF) and State Public Works Board (SPWB)
- ▶ Office of the State Fire Marshal



# Process

## STATE LEASE REVENUE BOND FINANCING

Cumbersome Process and Deliverables

- ~~Project Establishment~~
- ~~Preliminary Plans (Design Development)~~
- ~~Construction Documents~~
- **Ground Lease and Agreements**
- **Authorization to Bid**
- Bid Tabulation and Approval
- Issuance of Notice to Proceed
- Construction and Closeout



# Board of State and Community Corrections Key Milestones

- Project Establishment
  - Established September 15, 2022 (State Public Works action item)
- Preliminary Plans
  - Prior anticipated approval of February 13, 2023 (packaged November 2022)
  - Anticipated approval end of April 2023 (current update)
- Working Drawings (completed)
  - Approved by State Fire Marshal
  - Approved by County Building Department
  - Ground Lease approval
  - DOF approval to Bid
- Bidding
  - Bids and conditional BOS approval
  - DOF issuance of Notice to Construct
- Construction



# Next Steps

- ~~■ Approval of Preliminary Plans~~
- Make Site Ready
  - ~~■ HazMat process~~
  - ~~■ Demolition of old Hospital~~
  - ~~■ Improvement of poor soils~~
- ~~■ Review and Approval of Working Drawings~~
- ~~■ Obtain final approval from State Fire Marshal~~
- Execution of Ground Lease
- Bidding
- DOF Approval and Notice to Proceed
- Construction





Questions?

# Budget update

Budget Item	Budget	Spent thru June 27, 2024	% of Budget Spent	Available Budget
Construction	\$24,029,776	\$--	0%	\$24,029,776
Contingency	3,902,340	--	0%	3,902,340
Design & Engineering	2,800,804	2,078,656	74.2%	722,148
Furniture, Fixtures & Equipt.	639,423	--	0%	639,423
Construction Management	1,189,166	348,012	29.3%	841,154
Inspection & Fees	961,942	59,041	6.1%	902,901
Other	185,547	134,749	72.6%	50,798
Site Preparation	1,499,676	1,180,573	78.7%	319,103
<b>TOTAL</b>	<b>\$35,208,674</b>	<b>\$3,801,031</b>	<b>10.8%</b>	<b>\$31,407,643</b>

# Project Financing

Funding Source	Committed	Spent	Available
SB 844 Proceeds	\$25,000,000	\$--	\$25,000,000
Certificates of Participation	6,455,337	3,609,246	2,846,091
AB 109 (CCP)	600,000	--	600,000
Criminal Justice Construction Trust	332,813	156,012	176,801
General Fund	2,820,524	35,773	2,784,751
<b>TOTAL</b>	<b>\$35,208,674</b>	<b>\$3,801,031</b>	<b>\$31,407,643</b>

*Fund Balance Reserve Balance is \$813,779 and is not included above*



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**Departments: County Administrative Office**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

**SUBJECT** Out-of-State Remote Work  
Discussion

**AGENDA DESCRIPTION:**

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

In July of 2023 the Board adopted a resolution imposing a moratorium on out-of-state, remote work. The resolution directed staff to prepare a policy regarding out-of-state, remote work and staff is seeking direction from the Board on what points the policy should include.

**RECOMMENDED ACTION:**

Staff recommends that the Board consider out-of-state, remote work and provide staff with direction on items to include in a future policy.

**FISCAL IMPACT:**

Unknown at this time. Staff will provide information on fiscal impact when we return to the Board with a policy.

**CONTACT NAME:** Sandra Moberly

**PHONE/EMAIL:** 7609325414 / smoberly@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution 23-055</a>

**History**

Time	Who	Approval
8/2/2024 9:52 AM	County Counsel	Yes

8/2/2024 9:48 AM

Finance

Yes

8/2/2024 12:15 PM

County Administrative Office

Yes



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

ASSISTANT COUNTY ADMINISTRATIVE OFFICER  
Christine Bouchard

Date: August 6, 2024

**BOARD OF SUPERVISORS**

**CHAIR**

John Peters / District 4

**VICE CHAIR**

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Re: Information Item Regarding out-of-state, remote work policy

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. David Anderson

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Chris Mokracek "Interim"

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Queenie Barnard

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Jeff Simpson

**EMERGENCY MEDICAL SERVICES**

Bryan Bullock

**FINANCE**

Janet Dutcher, DPA, MPA,  
CGFM, CPA

**HEALTH AND HUMAN SERVICES**

Kathryn Peterson

**INFORMATION TECHNOLOGY**

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

**Discussion**

On July 18, 2023, the Mono County Board of Supervisors unanimously approved Resolution R23-055, titled:

*A Resolution of The Mono County Board of Supervisors Imposing a Moratorium on The Hiring of New Employees Who Would Work Outside of The State of California and On The Granting Of Approval for Current Employees Now Working Within California to Commence Performing Their Job Duties from Outside the State*

The resolution imposed a moratorium on the hiring of new employees who would work outside of the State of California and prohibited current employees from performing their job duties from outside of the State of California. Section Four and Five of the resolution provide that it is the intention that a long-term policy be established to deal with remote work outside of the State of California. This item is before the Board of Supervisors to obtain direction on work outside of the State of California so staff can prepare a policy to bring back to the Board for consideration.

Attachment: Resolution 23-055



R23-055

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
IMPOSING A MORATORIUM ON THE HIRING OF NEW EMPLOYEES WHO  
WOULD WORK OUTSIDE OF THE STATE OF CALIFORNIA AND ON THE  
GRANTING OF APPROVAL FOR CURRENT EMPLOYEES NOW WORKING  
WITHIN CALIFORNIA TO COMMENCE PERFORMING THEIR JOB DUTIES  
FROM OUTSIDE THE STATE**

**WHEREAS**, during the COVID-19 pandemic, employees who had historically performed their County job functions primarily on County premises began working from remote locations, including locations that are outside of the State of California; and

**WHEREAS**, some of the legal impediments to such out-of-state work were modified or waived during the pandemic, but those modifications and waivers are no longer in effect; and

**WHEREAS**, there is a need for the County to evaluate options and requirements associated with the employment of workers who do not work primarily from a location within the State of California to determine whether or how the County can meet those requirements; and

**WHEREAS**, while County staff conducts that evaluation and develops a recommendation regarding future policies, the Board wishes to prevent the addition of new out-of-state employment relationships for the County; and

**WHEREAS**, the County's Remote Work Policy, adopted by Resolution R22-029, already provides that remote work (whether from a location within California or from a location in another state) is a privilege and not a right and may be approved in the sole discretion of the County and any limitation on the establishment of new out-of-state work arrangements would fall within that existing policy;

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

**SECTION ONE:** Effective immediately, no new employee hired by Mono County shall be authorized to perform their County job functions from a location that is outside the State of California. In other words, any employee hired after the date this resolution is adopted shall perform substantially all job functions from a location that is within the State of California.

**SECTION TWO:** Effective immediately, no existing employee of Mono County who currently performs substantially all of their job functions from a location that is within the State

1  
2 of California shall be authorized to cease performing substantially all of their job functions from  
3 a location that is outside the State of California.

4 **SECTION THREE:** For purposes of this Resolution, the performance of  
5 “substantially all” job functions within the State of California shall mean that the employee  
6 regularly works from a location that is within the State of California and only minimally and  
7 intermittently works from a location that is outside the state, for example, while on vacation or  
8 other leave time.

9 **SECTION FOUR:** During the moratorium established by this Resolution, the County  
10 Administrator or her designee shall evaluate and develop a recommendation for a County policy  
11 regarding employees performing job functions from locations that are outside of the State of  
12 California (which policy may prohibit or allow such activities) and, in the short-term, shall work  
13 with Human Resources, County Counsel and Finance to ensure that rules and regulations  
14 applicable to employees already performing job functions outside of California are addressed.

15 **SECTION FIVE:** The moratorium established by this Resolution shall remain in  
16 effect until such time as the Board approves a long-term policy regarding the subjects  
17 addressed herein and, at that time, shall automatically sunset.

18 **PASSED, APPROVED and ADOPTED** this 18<sup>th</sup> day of July 2023, by the following  
19 vote, to wit:

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

21 **NOES:** None.

22 **ABSENT:** None.

23 **ABSTAIN:** None.

24   
25 Rhonda Duggan (Jul 19, 2023 17:49 PDT)


26 Rhonda Duggan, Chair  
27 Mono County Board of Supervisors

28 **ATTEST:**

29 **APPROVED AS TO FORM:**

30 

31 Clerk of the Board

32   
Stacey Sirron (Jul 19, 2023 13:29 PDT)

County Counsel





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time	Who	Approval
7/30/2024 11:26 AM	County Counsel	Yes
6/26/2024 11:44 AM	Finance	Yes
7/31/2024 9:49 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Claim for damages filed by Frontier.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)  
No Attachments Available

**History**

Time	Who	Approval
7/26/2024 12:58 PM	County Counsel	Yes
7/2/2024 8:41 AM	Finance	Yes
7/31/2024 9:48 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9.  
Name of case: Workers' Compensation Claim of Scott Minder.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
7/26/2024 12:58 PM	County Counsel	Yes
7/2/2024 8:41 AM	Finance	Yes
7/31/2024 9:48 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. County of Mono, et al v. Liberty Utilities, LLC, et al., Case No: 2:21-cv-00834-DAD-KJN, U.S. District Court for the Eastern District of California

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time	Who	Approval
7/26/2024 12:59 PM	County Counsel	Yes
7/30/2024 11:25 AM	Finance	Yes
7/31/2024 9:49 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9.  
Case Name: Southern California Edison Company v. California State Board of Equalization, et al. Case Number: Orange  
County Superior Court Case No.: 30-2024-01403215-CU-MC-CXC

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
7/30/2024 11:26 AM	County Counsel	Yes
8/1/2024 10:56 AM	Finance	Yes
8/1/2024 10:25 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Jim Ouimet, et al. Case number: 24LCM78

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
8/2/2024 9:52 AM	County Counsel	Yes
8/2/2024 9:53 AM	Finance	Yes
8/2/2024 12:15 PM	County Administrative Office	Yes



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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 6, 2024

**TIME REQUIRED**

**SUBJECT** Closed Session - Exposure to  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

PHONE/EMAIL: /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

#### History

Time	Who	Approval
7/30/2024 11:26 AM	County Counsel	Yes
7/30/2024 11:25 AM	Finance	Yes
7/31/2024 9:49 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 6, 2024

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employee  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
7/26/2024 12:59 PM	County Counsel	Yes
1/29/2024 4:40 PM	Finance	Yes
7/31/2024 9:49 PM	County Administrative Office	Yes