



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 November 5, 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 - Dana Room of the Mono County Civic Center, Second Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
 2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
 3. Zoom Webinar. Absent participation by a member of the Board under AB 2449, the Zoom Webinar is provided as a courtesy participation method but is not guaranteed.
- Members of the public may participate in person at the above listed locations, or, if available, via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

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

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

To join the meeting by telephone:

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

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

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

https://monocounty.granicus.com/MediaPlayer.php?publish_id=714fe04d-98f2-4e11-b476-233e3caea796

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 - 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 October 1, 2024, regular meeting. Approval of Board minutes from October 8, 2024, regular meeting. Approval of Board minutes from October 15, 2024, regular meeting.

Recommended Action: Approve the Board minutes from October 1, 2024, regular meeting. Approval of Board minutes from October 8, 2024, regular meeting. Approval of Board minutes from October 15, 2024, regular meeting.

Fiscal Impact: None.

B. Cancellation of the December 17, 2024, Regular Meeting of the Board of Supervisors

Departments: Clerk of the Board

Cancellation of the December 17, 2024, regular meeting of the Board of Supervisors.

Recommended Action: Cancel the December 17, 2024, regular meeting of the Board of Supervisors.

Fiscal Impact: None.

C. California Governor's Office of Emergency Services Governing Body Resolution for Purposes of Emergency Management Performance Grant and Homeland Security Grant Administration

Departments: Emergency Management

CalOES requires the Board of Supervisors to appoint specific staff to execute for, and on behalf of the County, all actions related to the administration of these grants. The authorization of these specific staff is signified via the Governing Body Resolution (GBR) document which must be approved by the Board of Supervisors. This GBR will cover Emergency Management Performance Grant (EMPG) and Homeland Security Grant Program (HSGP), HSGP applications for the next three years. FY2024 – FY2026.

Recommended Action: Adopt proposed resolution for the purpose of grant submission and administration.

Fiscal Impact: No immediate fiscal impact is associated with this item, however, the annual award to Mono County between the EMPG and HSGP grant programs is roughly \$210,000.

D. Fiscal Year 2023-24 County Audit Engagement Letter

Departments: Finance

This audit engagement letter between the County of Mono and the audit firm of Price Paige and Company, and subject to an existing contract for services entered into on June 6, 2023, establishes an understanding about the audit services to be performed and the responsibilities of each party. To strengthen independence, there is a partner rotation with Joshua Giosa now signing as the County's engagement partner from Price Paige and Company.

Recommended Action: Approve and authorize the Chair of the Board of Supervisors to sign the Fiscal Year (FY) 2023-24 audit engagement letter between the County of Mono and the audit firm of Price Paige and Company.

Fiscal Impact: The cost of the audit for FY 2023-24 is \$82,205, which is

included in the Finance Department's adopted budget for FY 2024-25.

E. Authorization for the Eastern Sierra Council of Governments (ESCOG) to Submit a Grant Application

Departments: CDD for ESCOG

Proposed resolution authorizing the Eastern Sierra Council of Governments (ESCOG) to apply for the federal Reconnecting Communities Pilot Program grant.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: None.

F. Contract with Daniel B. Stephens and Associates for Groundwater Modeling for the Tri-Valley Region

Departments: Community Development

Proposed contract with Daniel B. Stephens and Associates pertaining to Groundwater Modeling for the Tri Valley Region.

Recommended Action: Approve, and authorize Chair to sign, contract with Daniel B. Stephens and Associates for groundwater modeling for the period November 5, 2024, to December 31, 2025, and a not-to-exceed amount of \$198,952.

Fiscal Impact: The cost of this contract, \$198,952, is completely funded by the \$229,000 grant agreement from the CA Department of Water Resources.

G. Audit Engagement Letter for Proposition 64, Cohort 2 Grant (Control, Regulate and Tax Adult Use of Marijuana Act (AUMA))

Departments: Probation

Engagement letter from Price Paige and Company.

Recommended Action: Approve and authorize Chair to sign Engagement letter from Price Paige and Company.

Fiscal Impact: Contract with Price Paige and Company is \$12,000 for Prop 64 Cohort 2 audit. This has been budgeted for and will be paid with Prop 64 Cohort 2 funding.

H. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 8/31/2024.

Recommended Action: Approve the Treasury Transaction Report for the month

ending 8/31/2024.

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. Award Letter for County Financial Transactions Reporting

Departments: Clerk of the Board

Letter from Malia Cohen, California State Controller congratulating Mono County and Finance Director Dutcher on receiving an award for County Financial Transactions Reporting.

7. REGULAR AGENDA - MORNING

A. Appointments to Special Districts in Lieu of Election

Departments: Elections

10 minutes

(Queenie Barnard, Clerk-Recorder-Registrar) - Pursuant to Government Code 1780 and Elections Code Section 10515(b), the Mono County Registrar of Voters is requesting that the Board of Supervisors appoint to office persons who have: (1) filed declarations of candidacy for election but are running unopposed (or the number of vacant seats is equal to or greater than the number of candidates); or (2) applied/been recommended by a special district board to fill vacancies on that board where no candidate has filed a declaration of candidacy; or (3) applied/been recommended by the special district board to temporarily fill a vacancy on that board occurring outside of the election cycle.

Recommended Action:

Appoint members to fill Special District board vacancies as set forth below:

Special District	Name	Term End Date
Antelope Valley Water District	David Park	11/30/2028
	Randall Gilbert	11/30/2028
	Don Harper (2-yr term)	11/30/2026
	Alan Chichester (2-yr term)	11/30/2026
	Harold Curti Jr (2-yr term)	11/30/2026
Antelope Valley Fire Protection District	Kathryn Mandichak	11/30/2028
	Randall Gilbert	11/30/2028
	Don Morris	11/30/2028
Birchim Community Services District	Robin Davis	11/30/2028
	Steve Miller	11/30/2028

Bridgeport Fire Protection District	James Reid	11/30/2028
	Joe Huggans	11/30/2028
Chalfant Valley Fire Protection District	Debbe Eilts	11/30/2028
	Chris Wickham	11/30/2028
	Gina Barsi	11/30/2028
Hilton Creek Community Services District	Steve Shipley	11/30/2028
	Windsor Czeschin	11/30/2028
June Lake Fire Protection District	David Naaden	11/30/2028
	Ian Fettes	11/30/2028
	Jon Simmons	11/30/2028
June Lake Public Utility District	Jerry Hallum	11/30/2028
	Mark Fogg	11/30/2028
Lee Vining Fire Protection District	Stephanie Banta	11/30/2028
Lee Vining Public Utility District	Timothy A Banta	11/30/2028
	Tom Strazdins	11/30/2028
	Paul McFarland	11/30/2028
Long Valley Fire Protection District	Ronald Day	11/30/2028
	Lorinda Beatty	11/30/2028
	David Melchior	11/30/2028
Mammoth Community Water District	Gary Thompson	11/30/2028
	Tom Smith	11/30/2028
	Tom Cage	11/30/2028
Mammoth Lakes Fire Protection District	John W Mendel	11/30/2028
	Christopher Bulkley	11/30/2028
	Elizabeth Temple Truax	11/30/2028
Paradise Fire Protection District	B. J. Schnieder	11/30/2028
	Gina M. Webber	11/30/2028
	Michele Kinney	11/30/2028
Tri-Valley Groundwater Management District	Donald Moss	11/30/2028
	Geraldine Marie Bassett	11/30/2028
	Matthew Doonan	11/30/2028
	Gregory Allen	11/30/2028
Wheeler Crest Fire Protection District	Michael Bornfeld	11/30/2028
	Pamela Padgett	11/30/2028
	Brent Miller	11/30/2028
White Mountain Fire Protection District	Matthew D. Yount	11/30/2028
	Jarrett M. Phillips	11/30/2028

Fiscal Impact: None.

B. Appointment of 2025 Rural County Representatives of California (RCRC) Delegate and Alternates

Departments: Clerk of the Board

15 minutes

(Queenie Barnard, Clerk-Recorder-Registrar) - The Mono County Board of Supervisors must appoint a Delegate and Alternate(s) to serve on the Rural County Representatives of California (RCRC) Board of Directors, Golden State Finance Authority (GSFA) Board of Directors, Golden State Connect Authority (GSCA) Board of Directors, and Environmental Services Joint Powers Authority (ESJPA) Board of Directors for 2025. Supervisor Duggan is currently the 2024 RCRC, GSFA, GSCA, and ESJPA Delegate. Supervisor Salcido is currently the 2024 RCRC, GSFA, GSCA, and ESJPA First Alternate. Chad Senior, Public Works Associate Engineer Superintendent is the 2024 RCRC, ESJPA Second Alternate.

Recommended Action: 1) Appoint a Supervisor as the 2025 RCRC, GSFA, GSCA, and ESJPA Delegate; and 2) Appoint a Supervisor as the 2025 RCRC, GSFA, GSCA, and ESJPA First Alternate; and 3) Appoint the 2025 RCRC ESJPA Second Alternate.

Fiscal Impact: None.

C. Resolution Supporting Operation Green Light for Veterans

Departments: County Administrative Office

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution supporting Operation Green Light.

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

Fiscal Impact: None.

D. Proposed Purchase of 158 Kingsley Street, Bridgeport, CA 93517 APN 008-134-014-000

Departments: Behavioral Health

5 minutes

(Robin K. Roberts, Behavioral Health Director) - Proposed resolution authorizing the purchase of real property at 158 Kingsley Street, Bridgeport, CA 93517 (APN: 008-134-014-000)

Recommended Action: Adopt proposed resolution authorizing the purchase of the property located at 158 Kingsley Street Bridgeport, CA 93517 (APN: 008-134-014-000). Provide any desired direction to staff.

Fiscal Impact: This purchase is included in the FY 2024-2025 Budget, as well as the Mental Health Service Act (MHSA) plan budget. MHSA Capital Facilities

funds will be used for the purchase of \$300,000 plus \$9,188.44 in closing costs.

E. Cooperative Agreement with Caltrans for Lee Vining Public Utility Department Project

Departments: County Administrative Office

15 minutes

(Mary Snyder, Special Projects) - Proposed contract with Caltrans pertaining to highway rehabilitation project in Lee Vining to include the Lee Vining Public Utility Department (PUD) water and sewer infrastructure.

Recommended Action: Approve, and authorize the Chair to sign, cooperative agreement with California Department of Transportation for project to replace water and sewer infrastructure owned by Lee Vining PUD, with construction estimated to occur in 2026, at an estimated cost not to exceed \$2 million.

Fiscal Impact: The cost of this commitment is up to \$2 million, with some unspecified reimbursement in the future.

F. Electric Vehicle Charger Infrastructure Update

Departments: Public Works

20 minutes

(Karyn Spears, Assistant Public Works Director) - Presentation by Karyn Spears regarding existing and future Electric Vehicle (EV) chargers in Mono County.

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

Fiscal Impact: None.

G. Mammoth Airport Triennial Multi Casualty Incident Full-Scale Exercise

Departments: Emergency Medical Services

15 minutes

(Bryan Bullock, Emergency Medical Services Chief) - Presentation by Mono County Emergency Services Chief Bryan Bullock regarding the Mammoth Airport Triennial Multi Casualty Incident full-scale exercise.

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

Fiscal Impact: None.

H. Letter Regarding Mono County comments on Prevailing Rate Systems; Change in Criteria for Defining Appropriated Fund Federal Wage System Wage Areas

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer) - Letter to the Office of Personnel Management on the proposed rule "Prevailing Rate Systems; Change in Criteria for Defining Appropriated Fund Federal Wage System Wage Areas" advocating for Mono County to be included in the Los Angeles Survey Area, Area of Application.

Recommended Action: Approve Chair Peters to sign the letter.

Fiscal Impact: None.

I. Recreation Fiscal Year 2024-25 Overall Work Plan Update

Departments: Public Works - Recreation

30 minutes

(Marcella Rose, Sustainable Recreation Coordinator) - Provide the Board with an update of the Public Works - Recreation Division achievements and challenges as they relate to progress on the Division's Overall Work Plan for fiscal year 2024-25.

Recommended Action: None, informational only.

Fiscal Impact: None.

J. Mono County Jail Update

Departments: Public Works

15 minutes

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

Recommended Action: None, informational only.

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Exposure to 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 Jonathon Rockwell.

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: Mono v. KR Property et al. Case number: CV200081

C. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 233 E Elm Street, Bishop, CA. County Negotiator: Sandra Moberly Negotiating Parties: Harivanden Bhakta. Under Negotiation: Price, terms and conditions.

D. Closed Session - Labor Negotiations

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

9. BOARD MEMBER REPORTS

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

A. Board Member and Board Ad Hoc Reports

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 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 October 1, 2024, regular meeting. Approval of Board minutes from October 8, 2024, regular meeting. Approval of Board minutes from October 15, 2024, regular meeting.

RECOMMENDED ACTION:

Approve the Board minutes from October 1, 2024, regular meeting. Approval of Board minutes from October 8, 2024, regular meeting. Approval of Board minutes from October 15, 2024, regular meeting.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> Oct. 1, DRAFT Minutes
<input type="checkbox"/> Oct. 8, DRAFT Minutes
<input type="checkbox"/> Oct 15, DRAFT Minutes

History

Time	Who	Approval
10/22/2024 12:15 PM	County Counsel	Yes

10/25/2024 8:56 AM

Finance

Yes

10/30/2024 7:30 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
October 1, 2024**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M24-172 - M24-184

R24-090 - R24-093

ORD24-007 Used

TRIBAL LAND ACKNOWLEDGMENT

Supervisor Gardner read:

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.

9:01 AM Meeting called to Order by Chair Peters.

Pledge of Allegiance led by Supervisor Kreitz.

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.

All votes were conducted by roll call.

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

Note:

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

go to the following link: <http://www.monocounty.ca.gov/meetings>

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- Update on the Caltrans/Lee Vining PUD on infrastructure project. Update will come to the Board on 10/15.
- Update on department head retreat that Finance Director, Janet Dutcher led.
- Emergency alert test scheduled for next week, October 7 at 10 am. Notifications from ready.mono.ca.gov.

4. DEPARTMENT/COMMISSION REPORTS

No one spoke.

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 August 8, 2024, special meeting.
Approval of Board minutes from August 6, 2024, regular meeting.
Approval of Board minutes from August 13, 2024, regular meeting.
Approval of Board minutes from August 20, 2024, regular meeting.

Action: Approved the Board minutes from August 8, 2024, special meeting. Approved of Board minutes from August 6, 2024, regular meeting. Approved of Board minutes from August 13, 2024, regular meeting. Approved of Board minutes from August 20, 2024, regular meeting.

Kreitz moved; Salcido seconded

Vote: 5 yes, 0 no

M24-172

B. Summary Vacation of Portions of Glacier Drive and Beaver Run in Virginia Lakes, California

Note:

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

Departments: Public Works

Proposed Resolution for summary vacation of portions of Glacier Drive and Beaver Run in Virginia Lakes, California.

Action: 1. Adopted Resolution R24-090. 2. Directed the Clerk of the Board to record a certified copy of the fully executed Resolution with the County Recorder. 3. Found that the above action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 CCR §§ 15061(b)(3) & 15305 and direct Public Works to file a Notice of Exemption for the project consistent with 14 CCR §15062.

Kreitz moved; Salcido seconded

Vote: 5 yes, 0 no

R24-090

C. California Reportable Disease Information Exchange (CalREDIE) and California Connected (CalCONNECT) Data Use and Disclosure Agreements

Departments: Health and Human Services

Proposed contracts with California Department of Public Health pertaining to California Reportable Disease Information Exchange (CalREDIE) and California Connected (CalCONNECT) Data Use and Disclosure Agreements.

Action: Approved, and authorized Kathryn Peterson, Health and Human Services Director to sign, agreements with California Department of Public Health for California Reportable Disease Information Exchange (CalREDIE) and California Connected (CalCONNECT) Data Use and Disclosure Agreements for the period of three years from latest signature date. Additionally, provided authorization for the Health and Human Services Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights.

Kreitz moved; Salcido seconded

Vote: 5 yes, 0 no

M24-173

D. Grant Funding for Water Refilling Stations

Note:

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

Departments: Public Works Facilities Division

This item is to authorize the Public Works Department to pursue grant funding for water filling stations to meet the CalRecycle water container recycling goals.

Action: Authorized Public Works Assistant Director to prepare and submit grant applications to meet the goals of CalRecycles plan to decrease plastic water bottle usage and promote the use of water bottle refilling stations throughout Mono County.

Kreitz moved; Salcido seconded

Vote: 5 yes, 0 no

M24-174

E. Authorization for Purchase of Two Sheriff Search and Rescue Trucks

Departments: Public Works Fleet

Replacement of two trucks under the Sheriff's Department Search and Rescue Division.

Action: Approved the purchase of two new 2024 Ford F450 vehicles along with all up fitting required on behalf of the Sheriff's department for the Search and Rescue division in an amount not to exceed \$220,000. Authorized the Public Works Director to sign all required contracts and documents for the above purchase.

Kreitz moved; Salcido seconded

Vote: 5 yes, 0

M24-175

F. Contract with North American Mental Health Services for Tele-Psychiatry Services

Departments: Probation

Proposed contract with North American Mental Health Services pertaining to Tele-psychiatry services.

Action: Approved, and authorized County Administrative Officer to sign, contract with North American Mental Health Services for Tele-psychiatry services for the period August 1, 2024, through July 31, 2025, and a not-to-exceed amount of \$125,000.

Note:

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

Kreitz moved; Salcido seconded
Vote: 5 yes, 0 no
M24-176

G. Budget Adjustment for Sheriff's Office to Implement Alcoholic Beverage Control Grant

Departments: Sheriff

A budget adjustment is needed to increase revenues and expenditures in the Sheriff's office for the FY 2024-25 budget for the implementation of the Alcoholic Beverage Control (ABC) Grant.

Action: Approved budget adjustment for FY 2025-25 as requested. (4/5 vote required).

Kreitz moved; Salcido seconded
Vote: 5 yes, 0 no
M24-177

H. Amended Madera County Sheriff - Coroner - Autopsy Services

Departments: Sheriff

Proposed amendment to the contract with Madera County Sheriff-Coroner pertaining to Agreement for Autopsy Services.

Action: Approved and authorized the Chair of the Board of Supervisors to sign the amended contract with Madera County Sheriff-Coroner.

Kreitz moved; Salcido seconded
Vote: 5 yes, 0 no
M24-178

I. Authorization for Purchase of Road Division 10-Wheeler

Departments: Public Works Road

Replacement of one 10-Wheeler which was totaled in accident.

Action: Approved the purchase of a 2026 Freightliner sander/plow/dump truck not-to-exceed cost of \$410,000. Authorized the Public Works Director to sign all required documents for the above purchase.

Note:

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

Kreitz moved; Salcido seconded

Vote: 5 yes, 0 no

M24-179

J. Ordinance Amending Chapter 7.92 of the Mono County Code to Prohibit Smoking in Multi-Unit Housing

Departments: Health and Human Services

Proposed ordinance amending Chapter 7.92 of the Mono County Code to prohibit smoking in Multi-Unit Housing.

Action: Adopted Ordinance ORD24-007, Amending Chapter 7.92 of the Mono County Code to prohibit smoking in Multi-Unit Housing.

Gardner moved; Salcido seconded

Vote: 4 yes, 1 no

ORD24-007

Chair Peters:

- Pulled item.

Roll Call:

Duggan – Y

Gardner – Y

Kreitz - Y

Peters – N

Salcido – Y

Moved to item #6a.

K. Update to Yosemite Area Regional Transportation System (YARTS) Joint Powers Agreement (JPA)

Departments: Clerk of the Board

The Yosemite Area Regional Transportation System (YARTS) Joint Powers Agreement (JPA) has been updated primarily to incorporate Tuolumne County, Madera County and the City of Fresno as member agencies. The Counties of Tuolumne and Madera joined YARTS via resolution in 2020 and 2021, respectively. The City of Fresno's City Council executed the Restated JPA on August 15, 2024.

Action: Approved the Restated YARTS JPA Agreement and authorized Chair of the Board to sign on behalf of Mono County Board of Supervisors.

Kreitz moved; Salcido seconded

Vote: 5 yes, 0 no

M24-180

Note:

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

L. Ratify and Approve Submission of The California Governor’s Office of Emergency Services (Cal OES) State and Local Cybersecurity Grant

Departments: Information Technology

Ratify and approve submission of The California Governor’s Office of Emergency Services (Cal OES) State and Local Cybersecurity Grant.

Action: Board ratified and approved the submission of The California Governor’s Office of Emergency Services (Cal OES) State and Local Cybersecurity Grant and accept the grant funds if awarded.

Kreitz moved; Salcido seconded

Vote: 5 yes, 0 no

M24-181

6. CORRESPONDENCE RECEIVED

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

A. Letter of Support for Digital Equity Grant Application for Golden State Connect Authority Member Counties

Mono County letter of support for Digital Equity Grant Application for Golden State Connect Authority Member Counties.

Supervisor Duggan:

- Discussion on the RCRC request for support through the Golden State Connect Authority and the 10-million-dollar award to finish projects.

7. REGULAR AGENDA - MORNING

A. Community Corrections Partnership Update

Departments: Probation

(Karin Humiston, Chief of Probation) - Presentation by Chief Humiston, an informational update to the Board on the Community Corrections Partnership.

Action: None, information only.

Karin Humiston, Chief of Probation:

- Presented item.

Note:

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

Jazmin Barkley, Deputy Probation Officer V:

- Co-Presented item.

Chair Peters:

- Discussion on mandated services for pre-trial people.

Supervisor Salcido:

- Discussion on “un-successful” completions.
- Discussion on domestic violence cases, the mandatory classes, and statistics of completion.

Supervisor Kreitz:

- Discussion on the new jail project and the resources the new jail will bring. Discussion on if Prop 36 passes.
- Discussion on domestic violence cases.
- Discussion on ADU selection.

Supervisor Gardner:

- Discussion on challenges for services/programs for offenders and trying to prevent crime.

Paul Roten, Public Works Director:

- Clarified questions for the ADU and ADA accessibility.

Supervisor Duggan:

- Discussion on projects funding sources.

B. Election Education Series Part 2

Departments: Elections

(Queenie Barnard, Clerk-Recorder-Registrar) - In anticipation of the upcoming November 5, 2024, General Election, the Mono County Registrar will be presenting a two-part Election Education Series to the Board of Supervisors and public. Part 2 of the series will review: Voting In Person at a Poll Place vs Voting by Mail; Election Technology, Security, and Observers; and Results, Canvass/Certification, Recounts, and Fraud Prevention.

Action: None, informational only.

Queenie Barnard, Clerk-Recorder-Registrar:

- Presented item.

Supervisor Salcido:

- Discussion on county employees pay to be a poll worker.

Janet Dutcher, Finance Director:

- Clarification on pay and the delay of pay for poll workers.

Note:

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

*Break: 10:15 AM
Reconvened: 10:25 AM*

C. Yosemite National Park Visitor Access Management Plan

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Yosemite National Park has released a draft Visitor Access Management Plan and Environmental Assessment for public review. As our economy and visitation are tied to Yosemite National Park, staff has provided comments on the Plan in a number of areas. The letter and staff report will be uploaded after publication of the packet due to the short window for comments on the Plan.

Action: Reviewed, approved, and authorized Board Chair to execute the letter as amended.

Duggan moved; Kreitz seconded

Vote: 5 yes, 0 no

M24-182

Wendy Sugimura, Community Development Director:

- Provided background and introduced item.
- Discussion on the comments regarding the pass-through.
- Will add to the letter: 24/7 Pass-through for all travelers heading across Sierra – it is a travel route not just of visiting the park.

Erin Bauer, Planning Analyst:

- Presented item.

Liz Grans, Economic Development Director:

- Discussion on the updated reservation system.

Marcella Rose, Sustainable Recreation Coordinator:

- Discussion on the comments provided.

Supervisor Salcido:

- Discussion on equal access for all visitors.

Supervisor Gardner:

- In support of the letter to be submitted.
- Discussion on travel agents and other National Parks facing the same issues.

Supervisor Duggan:

- Discussion on “private vehicles”.
- Discussion on the different roads, traveling east to west and access to the National Park.

Supervisor Salcido:

- Discussion on the non-English speaking visitors.

Note:

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Supervisor Kreitz:

- Discussion on highway 120 (tax paying road) and people driving through whom do not want to visit the park and the different uses of Highway 120.

Chair Peters:

- Agrees with Supervisor Kreitz.
- Discussion on the reservation system.

D. Housing Management Plan for the Bridgeport Apartments

Departments: County Administrative Office

(Tyrone Grandstrand, Housing Opportunities Manager and Mary Snyder, Special Projects Mono County Administration) - Presentation by Tyrone Grandstrand and Mary Snyder regarding the Housing Management Plan for the Bridgeport Apartments.

Action: Approved the Bridgeport Apartments Management Plan, subject to minor and non-substantive modifications, reviewed and approved by County Counsel and CAO.

Salcido moved; Kreitz seconded

Vote: 5 yes, 0 no

M24-183

Tyrone Grandstrand, Housing Opportunities Manager:

- Presented item.

Mary Snyder, Special Projects Mono County Administration:

- Provided background.

Supervisor Kreitz:

- Discussion on utilities.
- Discussion on property management staffing.

Sandra Moberly, County Administrative Officer:

- Clarification on the Property Management staffing.

Janet Dutcher, Finance Director:

- Clarification of the in-sourcing vs out-sourcing of the management.

Supervisor Duggan

- Discussion on the responsibilities.

Supervisor Gardner:

- Discussion on adding 5 units that are now workforce housing

Chair Peters:

- Discussion on the public utility fees.

Note:

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

E. Mono County Jail Update

Departments: Public Works

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

Action: None, informational only.

Paul Roten, Public Works Director:

- Presented item.

F. 2024 - 25 Mono County Board of Supervisors Governance Handbook Update

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - On June 11-12, 2024, the Board conducted a governance workshop to discuss general governance issues and to review and update the Mono County Governance Handbook. Staff has updated the Governance Handbook based on the comments received during the workshop and has provided the Handbook to the Board for adoption consideration.

Action: Adopted the Governance Handbook.

Salcido moved; Duggan seconded

Vote: 5 yes, 0 no

M24-184

Sandra Moberly, County Administrative Officer:

- Presented item.
- Will add a signature page once revised and route to the Board.

G. Amendment to Allocation List, Underfilling one Management Analyst with an Office Manager, Adding one At-Will Staff Services Manager, Deleting one Supervising Staff Services Analyst and Moving one Senior Services Supervisor to Range 72, and Adding one Program Manager - MCPE

Departments: Human Resources

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolutions approving updates to the allocation list, reclassification of employees, and creation of new At-Will job classification.

Action: Announced Fiscal Impact. Adopted the resolutions R24-091, R24-092, and R24-093, approving updates to the allocation list,

Note:

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reclassification of employees and creation of new At-Will job classification. Authorized the Board Chair to execute contracts on behalf of the County.

Fiscal Impact: The changes have been included in the 2024/2025 Budget. The total cost for the Office Manager is \$123,536, of which \$83,888 is salary and \$39,647 is benefits. The cost for the remainder of the year is \$92,060, of which \$62,514 is salary and \$29,546 is benefits. The position is funded by the General Fund. The total cost for the Staff Services Manager is \$162,290, of which \$118,039 is salary and \$44,251 is benefits. The cost for the remainder of the year is \$120,940, of which \$87,963 is salary and \$32,977 is benefits. This position is not funded by the General Fund. The total cost of the Senior Services Supervisor range 72, step A is \$112,466, of which \$74,134 is salary and \$38,332 is benefits. The cost for the remainder of the year is \$83,811, of which \$55,245 is salary and \$28,566 is benefits. This position is not funded by the General Fund. The total cost of the Program Manager is \$136,029, of which \$94,898 is salary and \$41,131 is benefits. The cost for the remainder of the year is \$101,370, of which \$70,719 is salary and \$30,651 is benefits.

Salcido Motion, Kreitz seconded

Vote: 5 yes, 0 no

R24-091, R24-092, and R24-093

Christine Bouchard, Assistant County Administrative Officer:

- Presented item.
- Discussion on Allison Shaw and Cathy Youngs' new positions.
- Discussion on changes to Cassidy Miles and Lauren Plum positions.
- Clarified the different funds that will be funding the new positions.

Supervisor Kreitz:

- Discussion on the unfilled positions and funding.

Chair Peters:

- Discussion on the reclassified positions.

Supervisor Duggan:

- Discussion on Management Analyst position.

Moved to Board Reports.

8. CLOSED SESSION

Closed Session: 12:11 PM

Reconvened: 1:01 PM

Note:

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

No reportable action out of Closed Session.

A. Closed Session: Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 56 Kirkwood, Bridgeport, CA. Agency negotiator: Sandra Moberly. Negotiating parties: Mono County. Under negotiation: Price, terms conditions.

B. 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.

C. 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.

D. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Supervisor Duggan:

- 9/11 Attended the NACo Rural Action Caucus: I participated in the Rural Action Caucus Meeting where we set our priorities for the year.
- I met with Jeremiah Van Auken of the Ferguson Group on the process of the 2025 Congressional Appropriations requests for District 2.
- 9/17-9/20 I participated in the RCRC Annual Meeting in Somona County. The program focused on Agriculture Innovation and Alternative Energy Sources. The annual fund raiser of county baskets brought in a record amount of over \$100,000 for designated charities of the RCRC chairman, including over \$30,000 for the Tomoko

Note:

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Foundations in Japan supporting survivors of the 2011 Sunami. Mono County's entry awarded the 2nd highest dollar bid for a single county. Thanks to all the county businesses who contributed.

- 9/23 I presided over another special meeting to the GBUAPCD on Closed Session.
- 9/25 I participated in a site tour with Caltrans and the California Transportation Commission of the Olancho four lane highway. Very informative and should be completed by Spring 2025.
- 9/26 I participated in the NACo, woman of NACo Meeting where we had a presentation on retirement planning for women.
- 9/30 I participated in a meeting of the AD Hoc Settlement Committee for GBUAPCD.

Supervisor Gardner:

- On Wednesday, Sept. 11 I joined several members of the Lee Vining and Mono City communities plus Caltrans representatives, for a meeting at the Lee Vining Community Center about the upcoming Lee Vining Main Street Rehabilitation Project. The meeting was an opportunity to hear about the design of this project, which will reduce the current five lanes to three lanes plus add wider sidewalks and bike lanes. There were many questions about the project, which will begin next year and conclude in 2026. Additional meetings will be held with individual business owners.

Supervisor Kreitz:

- Attended a meeting tour with Caltrans District 9, the tour was very informative.

Chair Peters:

- 9/11- 9/12 – Traveled to DC for the launch of the Intergovernmental Form on Public Lands hosted by the National Center of Public Lands.
- Attended the RCRC Annual Meeting in Sonoma County.
- Meeting with CSAC Insurance Working Group.
- 9/23 Zoom meeting with Governor's office.
- Thanked Public Works for swapping out the banner in Bridgeport.
- Russel Black of CFW will be holding a briefing on big game at Memorial Hall tonight at 5pm.

Supervisor Salcido:

- 9/11, Closed Session Meeting of the Great Basin Unified Air Pollution Control District
- 9/11, Met with TFG to discuss legislative priorities.
- 9/13, Attended the SCE governmental advisory panel.
- 9/17 through 9/20. RCRC annual conference in Sonoma County.
- 9/23, closed session meeting of the GBUAPCD
- 9/25, attended the strategic planning session in Bishop for Eastern Sierra Council of Governments
- 9/28, attended the Inyo-Mono Cattlewomen's fundraiser

Moved to Closed Session.

A. Board Member and Board Ad Hoc Reports

- Board Ad Hoc Arts Committee (Chair Peters, Supervisor Salcido)
- Board Chambers Ad Hoc Committee (Chair Peters, Supervisor Salcido)
- Housing Ad Hoc Committee (Supervisor Gardner, Supervisor Kreitz)

Note:

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

- Tax Sharing Ad Hoc Committee (Supervisor Salcido, Supervisor Gardner)

ADJOURNED AT 1:02 PM.

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

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



**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
October 8, 2024**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M24-185 - M24-189

R24-093 - R24-093

ORD24-007 Used

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.

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

Pledge of Allegiance led by Supervisor Duggan.

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.

All votes were conducted by roll call.

Note:

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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>

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- No report.

4. DEPARTMENT/COMMISSION REPORTS

Christine Bouchard, Assistant County Administrative Officer:

- Introduced Yvon Guzman.

Yvon Guzman, Administrative Services Specialist:

- Thanked CAO staff for the opportunity.

Paul Roten, Public Works Director:

- Update on snowblowers received for Public Works.
- Update on projects.

Queenie Barnard, Registrar of Voters:

- Update on Elections and training for poll workers.

Supervisor Salcido:

- Question on turn out for volunteers.

Robin Roberts, Social Services Director:

- Update on Election training for her staff by Queenie Barnard, thanked Queenie.
- Update on the LPS Law: Substance abuse disorder law changed.

Supervisor Salcido:

- Statistics on LPS discussion with Robin.

Amanda Greenberg, Behavioral Health Program Manager:

- Update on occupancy of The Sawyer.

Supervisor Kreitz:

- Rental Assistance discussion

Sandra Moberly, County Administrative Officer:

- Buckingham will be providing an update on the Sawyer project at the 10/18 meeting.

Kathy Peterson, Health and Human Services:

- Update and reminder on our free Flu Clinics:
- We've held three clinics so far: in Walker, Swall Meadows, and Crowley Lake. The

Note:

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turnout has been higher than last year, which is good.

- Today, Tuesday October 8th is the Flu Clinic in Lee Vining at the community center from 4-6pm. This is a drive through Flu Clinic (weather permitting) meaning you stay in your car as you drive into the parking lot and nurses will come to your car to vaccinate you.
- This coming Thursday, Oct 10th is the Mammoth Flu Clinic at the Civic Center. We've teamed up with Rolling Chef 395 food truck to provide free food to those who get vaccinated. This free flu clinic will take place from 5-7pm, so we're encouraging residents to show up between these hours to get vaccinated and get dinner!
- October 15th we'll be at the Bridgeport Memorial Hall where we'll also have free food for those who get vaccinated during the hours of noon to 3pm. After that we'll be visiting Benton, Chalfant on the 17th and June Lake on the 22nd of October.
- We'll also vaccinate folks on a walk-in basis at the Mono County Public Health clinic at the Civic Center Mon – Friday from 8-5pm, and by calling our offices you can arrange for a flu shot in other areas of the county if you miss a flu clinic.
- Regarding Covid vaccine, we will have around 40 doses for uninsured or underinsured children and adults. Since Covid has become commercialized and not provided through public health departments, the majority of folks should be able to access a Covid shot through Vons or Rite Aid or their primary provider.
- Avian Influenza
- You may have heard or seen reports about California dairy herds being infected with Avian Influenza (aka bird flu) and recently about some California dairy workers exposed to infected dairy cows becoming infected with Avian Influenza as well. No evidence of person-to-person spread has been found.
- Experts at the Federal and State level still believe the risk to the general public is still low.
- To provide more information on the topic, Dr. Tom Boo, our Public Health Officer, will be presenting a general update on Avian Influenza in the US at next week's Board meeting during the regular agenda portion of the meeting. If you have specific concerns in the meantime and want to talk directly with Dr. Boo feel free to email or call him.
- Harmful Algal Blooms
- Lastly, Tests have confirmed harmful algal blooms (HABs) at multiple locations in Crowley Lake and Bridgeport Reservoir, prompting the Lahontan Regional Water Quality Control Board to urge people and pets to stay out of the water.
- Until the advisories are lifted, people visiting the lake should mind the following HAB guidance:
 - Danger
 - - Stay out of the water until further notice, including watercraft.
 - - Do not let pets and other animals drink or go into the water or go near the scum.
 - - Stay away from scum, and cloudy or discolored water.
 - - Do not eat fish or shellfish from this water.
 - - Do not use this water for drinking or cooking. Boiling or filtering will not make the water safe.
- Kathy Peterson and Michelle just returned from CHEAC Conference (County Health Executive Association of California) and several staff from social services are at the California Welfare Directors Association (CWDA) meeting in San Diego.

Supervisor Gardner:

- Question about the hot springs being affected by the algae bloom?

Note:

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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 September 3, 2024, regular meeting. Approval of Board minutes from September 10, 2024, regular meeting.

Action: Approved the Board minutes from September 3, 2024, regular meeting. Approved the Board minutes from September 10, 2024, regular meeting.

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

M24-185

B. Fiscal Year 2023-24 Budget Adjustments for Year - End Closeout

Departments: County Administrative Office

As we approach closing the books for Fiscal Year (FY) 2023-24, several budget units require an increase in appropriations for expenditures incurred before July 1, 2024. These adjustments will make use of unused appropriations in FY 2023-24 Budget.

Action: Approved budget adjustments for FY 2023-24 as requested (4/5 vote required).

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

M24-186

C. Whole Person Care Grant Expenditures: Eastern Sierra Community Housing Grant Agreement and County Expenses for the Innsbruck Lodge

Departments: County Administrative Office

Proposed expenditure of remaining Whole Person Care Grant Funds including A proposed grant agreement with Eastern Sierra Community Housing pertaining to providing grant dollars from the Whole Person Care Grant for the Innsbruck Lodge project. Utilizing any remaining funding to reimburse expenses related to the Housing Opportunities Manager position

Note:

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

Action: Approved and authorized the CAO to sign a grant agreement with Eastern Sierra Community Housing to utilize Whole Person Care Grant funds for providing affordable housing and services at Innsbruck Lodge, with a not-to-exceed amount of \$149,000. Approved the request to reimburse any remaining grant funds allocated for the Housing Opportunities Manager position.

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

M24-187

D. Grant Funding for Solid Waste Disposal and Co-Disposal Site Cleanup Program

Departments: Public Works Solid Waste

This item is to authorize the Public Works Department to pursue grant funding for Disposal and Co-disposal Site Cleanup Program, which will match 50% of funds, up to \$750,000 annually, to aid in the expenses incurred for the Benton Crossing Closure.

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

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

M24-188

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. Correspondence Regarding Crowley Lake Park Tennis Courts

Departments: Clerk of the Board

Letter received from CSA #1 requesting that Mono County advance the construction of improvements to the Crowley Community Park Tennis Courts and email encouraging the Board of Supervisors to approve the replacement of the current tennis court.

Supervisor Duggan:

- Provided background and current updates on the Crowley Community Park.

Note:

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

7. REGULAR AGENDA - MORNING

A. The Wildlands Conservancy Introduction and Update

Departments: Community Development

(John Trammel, Eastern Sierra Nevada Regional Director) - Presentation by John Trammel providing an introduction and update to The Wildlands Conservancy's ongoing projects in Mono County.

Action: None.

John Trammel, Eastern Sierra Nevada Regional Director:

- Presented item.
- Discussion on the Rails to Trails and Great Redwood trail.

Supervisor Gardner:

- Discussion on Eastern Sierra Land Trust and coordination.

Supervisor Salcido:

- Discussion on the nonprofit being associated with any government entity.

Supervisor Kreitz:

- Discussion on the new access to the rivers.

Chair Peters:

- Discussion on the Walker River Irrigation District meeting.

Break: 10:04 AM

Reconvened: 10:15 AM

B. California Radio Interoperable System (CRIS) Project Update and Appropriation Transfer Request

Departments: Information Technology

(Mike Martinez, Information Technology Director) - Project update on the California Radio Interoperable System (CRIS) and requested Appropriation Transfer Request in the amount of \$652,000 for the CRIS implementation, funded with budget savings of \$415,000 from the General Fund and \$237,000 of carryover in the Radio Infrastructure Replacement Fund.

Action: Approved requested Appropriation Transfer Request in the amount of \$652,000 (net \$237,000 after \$415,000 transfer from the General Fund) for the CRIS implementation (requires 4/5ths approval).

Salcido moved; Gardner seconded

Vote: 5 yes, 0 no

M24-189

Mike Martinez, Information Technology Director:

Note:

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

- Presented item.

Supervisor Duggan:

- Discussion on communication during the drills.

Supervisor Salcido:

- Discussion on budget and funding.

Supervisor Kreitz:

- Requested clarification on funding.

Janet Dutcher, Finance Director:

- Provided clarity regarding budget and funding.

C. Geographic Analysis for Development Potential

Departments: County Administrative Office

(Tyrone Grandstrand, Housing Opportunities Manager and Sarah Moore, Information Technology Geographic System Specialist) - Presentation by Tyrone Grandstrand, Housing Opportunities Manager, and Sarah Moore, Geographic Information System Specialists regarding geographic analysis of development potential in Mono County.

Action: None.

Tyrone Grandstrand, Housing Opportunities Manager:

- Provided background and introduced Sarah.

Sarah Moore, Geographic Information System Specialists:

- Presented item.

Supervisor Salcido:

- Discussion with Tyrone regarding grant applications and funding sources.
- Is the update interactive to Business Licenses?

Supervisor Gardner:

- Thanked staff.

Supervisor Duggan:

- Requested clarity on the Tri-Valley area projection.

Supervisor Kreitz:

- Discussion on refining the program and advocating for changes.

Chair Peters:

- Discussion on rural development programs.

Moved to Board Reports.

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

8. CLOSED SESSION

Chris Beck, County Counsel:

- No Closed Session today: No new updates on Labor Negotiations.

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.

9. BOARD MEMBER REPORTS

Supervisor Duggan:

- No report.

Supervisor Gardner:

- Last Wednesday Oct. 2 I attended the monthly meeting of the June Lake Citizens Advisory Council at the June Lake Community Center. The topics included updates about current projects in the community, recent meetings concerning wildfire prevention, and the SCE Rush Creek Dam System Re-Licensing Project.
- On Friday Oct. 4 I joined the Kutzadika Tribal Council for their monthly meeting. We discussed the status of their effort to obtain Federal recognition and their ongoing housing project with LADWP.
- Yesterday I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. The topics included brief reviews of several recreation-related media and other events, as well as updates about the Cal Jobs First Program and the Towns to Trails Project.

Supervisor Kreitz:

- October 1, 2024, I attended a CCRH meeting about the Affordable Housing and Sustainable Community Program of the Strategic Growth Council. Van Pools are being threatened as a funding category in Round 9 for meeting the transit requirements of the program.
- October 2, 2024, I attended the Town's Harassment Prevention training.
- October 7, 2024, I attended the CCRH Legislative Committee meeting. SB 1187 and companion bill AB 1878 were both signed by the Governor, as well as AB 1053. CCRH along with CSAC is supporting a "YES" vote on Proposition 5.
- Later, October 7th I participated in the monthly ESCH/MLH Board meeting. The Board approved the Mono County Grant Agreement for Whole Person Care Funds for the Innsbruck Lodge. The Innsbruck Lodge has five units and the manager unit currently occupied. The remaining 10 units are waiting for the electrical switch gear to be delivered and installed in order to get the Town's certificate of occupancy. Delivery of

Note:

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the equipment has been now pushed out to January 2025. The staff has been successful in working with Stanislaus Housing Authority to secure two Mainstream Vouchers (for qualified folks with disability) and have two more applications in processing and have submitted three Housing Choice Vouchers (for income qualified households). This is a new and much needed resources and relationship building for the Eastern Sierra between our region and Stanislaus Housing Authority.

- The Access Apartments are moving full steam ahead with anticipation of completion in the fall of 2025.
- The Board also took action to support a YES vote on Proposition 5 on November 5, 2024, ballot.

Chair Peters:

- I traveled to Steven's County Washington for the WIR Board of Directors meeting and participated in several tours around the county.

Supervisor Salcido:

- October 5, participated in the Valentine Eastern Sierra Event in Mammoth Lakes.
- October 7 attended the Eastern Sierra Sustainable Recreation monthly meeting.

A. Board Member and Board Ad Hoc Reports

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

ADJOURNED AT 11:22 AM.

ATTEST

JOHN PETERS
CHAIR OF THE BOARD

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

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

**Regular Meeting
October 15, 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

M24-190 - M24-1xx

R24-094 - R24-0XX

ORD24-007 Used

9:01 AM Meeting called to order by Vice Chair Salcido.

Pledge of Allegiance led by Supervisor Kreitz.

Supervisors Present: Duggan, Gardner, Kreitz, 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: Peters.

All votes were conducted by roll call.

The Mono County Board of Supervisors stream most of their meetings live on the internet

Note:

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

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>

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Mr. Nitschke:

- Follow up discussion on his neighbor building tiny homes and the noise disturbance that the builds cause. Has two questions:
 1. Are they being inspected?
 2. Requested all communication from the County
 3. Requested interview with Wendy and Dustin from Community Development.

Vice Chair Salcido:

- Directed staff to follow up.

Supervisor Duggan:

- Requested that staff provide the requested documents and that she be included in the correspondence.

Sandra Moberly, County Administrative Officer:

- Acknowledged Supervisor Duggans request.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- Update on the Lee Vining PUD and Caltrans infrastructure; update will be brought to the Board on 11/5.
- Reminder that 11/5 is Election Day and discussed parking for the Mammoth Civic Center.
- November Veterans Campaign update.

4. DEPARTMENT/COMMISSION REPORTS

Wendy Rangal Guzman, Health and Human Services Staff Services Analyst II:

- Workforce Innovative Opportunity Act Program known as WIOA. WIOA is a program that subsidizes 50% of the employees' wages to employers. Employees may be promoted to a new position or could be learning a brand-new set of skills while getting on the job training. The employer can choose their employee for a max. of 480 subsidized hours of on-the-job training and there is no cap on the reimbursement amount in terms of the wage an employee is paid. Anyone interested can directly reach me at 760-924-1772.

Liz Grans, Economic Development Director:

- Announced the Community Support Grant applications are now open.

Note:

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

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. Health Net, LLC Population Health Management Grant Agreement

Departments: Health and Human Services

Proposed contract with Health Net, LLC pertaining to Population Health Management Program Grant Agreement to fund community incentives related to the community health assessment and improvement plan process.

Action: Approved and authorized the Health and Human Services Director to sign Population Health Management Program Grant Agreement with Health Net, LLC for the period October 30, 2023, through June 30, 2025, and a not-to-exceed amount of \$2,492.

Salcido moved; Duggan seconded

Vote: 4 yes, 0 no, 1 absent

M24-190

B. Agreement with Smile Dental Services, Inc for Mobile Dental Van Services

Departments: Health and Human Services

Smile Dental Services, Inc. is proposing to provide dental services through an on-site Mobile Dental van in northern Mono County for two days during the month of October 2024. The service is arranged for through Health Net, LLC, one of two MediCal Managed Care Plans serving Mono County. The target populations are children and adults who have barriers to accessing dental services. Mono County Public Health will facilitate this event.

Action: Authorized the Health and Human Services Director to sign an Agreement with Smile Dental Services, Inc. for the provision of Mobile Dental van services to occur in Mono County.

Salcido moved; Duggan seconded

Vote: 4 yes, 0 no, 1 absent

M24-191

C. Update to Mono County Policies and Procedures Manual - Policy A-13 Mono County Injury and Illness Prevention Plan; Policy A-12 Mono County Emergency Action Plan; Policy C-8 Mono County Reasonable Accommodation Policy

Departments: County Administrative Office

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

Note:

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

Plan; Policy A-12 Mono County Emergency Action Plan; Policy C-8 Mono County Reasonable Accommodation Policy.

Action: None, item tabled.

Supervisor Salcido:

- Pulled item for discussion.

Sandra Moberly, County Administrative Officer:

- Explained options for the item moving forward.

Chris Beck, County Counsel:

- Clarifies options to be able to bring item back.

Board Consensus:

- To bring item back.

Moved to Item #6.

D. Letter of Support for the Eastern Sierra Land Trust's Application for Sierra Meadows Partnership Grant Program

Departments: Board of Supervisors

Eastern Sierra Land Trust (ESLT) is applying for a Sierra Meadows Partnership block grant to restore the health of Huntoon Valley Meadow and to implement management actions and practices that will maintain healthy meadow conditions into the future. The deadline to submit their full proposal is October 30, 2024.

Action: Approved and authorized the Chair to sign proposed letter.

Salcido moved; Duggan seconded

Vote: 4 yes, 0 no, 1 absent

M24-192

Moved back to item #5c.

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. Move in Update for The Parcel Project in Mammoth Lakes (The Sawyer)

Departments: Clerk of the Board

(Jennie Reed, Regional Director Buckingham Property Management) - Update from Buckingham Property Management regarding The Parcel move-in update.

Action: None, informational only.

Note:

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

Jennie Reed, Regional Director Buckingham Property Management:

- Presented item.

Supervisor Kreitz:

- Discussion on the waiting list, units that are available, and income qualifications.

Supervisor Duggan:

- Discussion on outreach and vacant units.

Supervisor Gardner:

- Thanked staff.

Vice Chair Salcido:

- Discussion on the income level requirements and how they were set. Mono County does not have the authority to change income level requirements.

B. Update on Avian Influenza in the United States

Departments: Health and Human Services

(Dr. Tom Boo, Mono County Public Health Officer) - Avian Influenza is causing outbreaks in wild birds and poultry, dairy cattle and other animals and sporadic human cases. Public health experts at the Centers for Disease Control and Prevention and the California Department of Public Health continue to assess the risk of influenza A (H5N1) to the general public to be low. Mono County Public Health Officer, Dr. Tom Boo, will provide a general update on Avian Influenza in the United States.

Action: None, informational only.

Dr. Tom Boo, Mono County Public Health Officer:

- Presented item.
- Announced the Bridgeport Flu Clinic today and will include free food at Memorial Hall.

Break: 10:00 AM

Reconvened: 10:09 AM

C. Housing Ad Hoc Committee and Housing Activities Update

Departments: County Administrative Office

(Tyrone Grandstrand, Housing Opportunities Manager) - Presentation by Tyrone Grandstrand sharing an update on activities of the Housing Ad Hoc Committee and staff work on housing.

Action: None.

Tyrone Grandstrand, Housing Opportunities Manager:

- Presented item.

Supervisor Kreitz:

Note:

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

- Discussion on grants and loan funding.

D. 2024/2025 California State Association of Counties (CSAC) Nominations

Departments: Board of Supervisors

(Queenie Barnard, Clerk-Recorder-Registrar) - Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2024/2025. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year. Supervisor Peters is currently the member and Supervisor Kreitz is currently the alternate.

Action: Appointed John Peters, a member of the Board of Supervisors, to serve on the CSAC Board of Directors for the 2024/2025 Association year beginning on November 18, 2024; Nominated Jennifer Kreitz as an alternate member.

Kreitz moved; Duggan seconded

Vote: 4 yes, 0 no, 1 absent

M24-193

Queenie Barnard, Clerk-Recorder-Registrar:

- Presented item.

Supervisor Kreitz:

- Nominated Peters as the member and Kreitz as the alternate.

E. Adopt and Approve a Side Letter of Agreement with the Deputy Sheriffs' Association on Canine Pay

Departments: Human Resources

(Christine Bouchard, Assistant County Administrative Officer) - Adopt and approve a side letter of agreement with the Deputy Sheriffs' Association on Canine Pay.

Action: Read Fiscal Impact and adopted side letter.

Duggan moved; Kreitz seconded

Vote: 4 yes, 0 no, 1 absent

M24-194

Christine Bouchard, Assistant County Administrative Officer:

- Presented item.

Supervisor Duggan:

- Discussion on the fiscal impact.

Vice Chair Salcido:

- Discussion on whether the letter is specific to one officer.

Note:

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

F. Resolution to Require At-Will Employees to Fill Poll Worker Vacancies During an Election

Departments: Clerk-Recorder-Registrar of Voters; County Counsel

(Queenie Barnard, Clerk-Recorder-Registrar) - Proposed resolution to require at-will employees to fill poll worker vacancies during an election.

Action: Adopted Resolution R24-094, To require at-will employees to fill poll worker vacancies during an election.

Duggan moved; Kreitz seconded

Vote: 4 yes, 0 no, 1 absent

R24-094

Queenie Barnard, Clerk-Recorder-Registrar:

- Presented item.

G. Biomass Facility Update

Departments: Emergency Management

(Fred Tornatore, TSS Consultants) - A status report from Fred Tornatore, TSS Consultants Project Manager, on the status of the Biomass Facility. Following the presentation there will be a tour of the project site at Mammoth Pacific Geothermal, 94 Casa Diablo Cutoff Rd, Mammoth Lakes, CA 93546

Action: None.

Fred Tornatore, TSS Consulting:

- Presented item.

Matt Summers, TSS Consulting:

- Presented item.

Supervisor Kreitz:

- Discussion on the size of the plant and the footprint.

Supervisor Duggan:

- Discussion on "bone-dry".

Supervisor Gardner:

- Discussion on funding stream and feed stock.

Vice Chair Salcido:

- Discussion on the other revenue producing products.

Sandra Moberly, County Administrative Officer:

- Discussion on the timing of today's Afternoon Agenda.

Moved to Board Reports.

Note:

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

8. CLOSED SESSION

*Closed Session: 11:30 AM
Reconvened: 1:00 PM*

No reportable action out of Closed Session.

Moved to item #9.

A. 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.

B. Closed Session - Labor Negotiations

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

9. REGULAR AGENDA - AFTERNOON

A. Tour of the Proposed Biomass Facility Project Site

Departments: Emergency Management

(Fred Tournatore, TSS Consulting) - Walking tour of the proposed Biomass Facility project site at Mammoth Pacific Geothermal, 94 Casa Diablo Cutoff Rd, Mammoth Lakes, CA 93546.

Action: None.

Board of Supervisors on location.

Moved to Adjournment.

10. BOARD MEMBER REPORTS

Supervisor Duggan:

- 10/10 Meeting with the acting Great Basin Air Pollution Control Officer.
- 10/10 NACo Rural Action Caucus meeting.
- 10/10 Monthly NACo Land Use and Energy meeting.
- 10/10 Marketing Committee Meeting for local government.
- 10/11 Attended the NACo Veteran's and Military Committee: Project Green Light.

Note:

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

- 10/11 Attended the LAFCO meeting.

Supervisor Gardner:

- Discussed Indigenous People's Day.

Supervisor Kreitz:

- 10/11 Attended the LAFCO meeting.
- 10/11 Attended the NACo Veteran's and Military Committee: Project Green Light.
- Measure K Discussion.
- Attended the Eastern Sierra Continuum of Care meeting.

Chair Peters:

- Absent, no report.

Vice Chair Salcido:

- Attended the Flu Clinic.
- Attended a call with Sierra Jobs First me.
- Attended the Measure J meeting last night at the high school.

Moved to Closed Session.

A. Board Member and Board Ad Hoc Reports

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

ADJOURNED AT 2:07 PM.

ATTEST

LYNDA SALCIDO
VICE CHAIR OF THE BOARD

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

DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Cancellation of the December 17, 2024, Regular Meeting of the Board of Supervisors

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Cancellation of the December 17, 2024, regular meeting of the Board of Supervisors.

RECOMMENDED ACTION:

Cancel the December 17, 2024, regular meeting of the Board of Supervisors.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
10/21/2024 10:42 AM	County Counsel	Yes
10/25/2024 8:56 AM	Finance	Yes
10/28/2024 3:06 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Emergency Management

TIME REQUIRED

SUBJECT California Governor's Office of
Emergency Services Governing Body
Resolution for Purposes of
Emergency Management
Performance Grant and Homeland
Security Grant Administration

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CalOES requires the Board of Supervisors to appoint specific staff to execute for, and on behalf of the County, all actions related to the administration of these grants. The authorization of these specific staff is signified via the Governing Body Resolution (GBR) document which must be approved by the Board of Supervisors. This GBR will cover Emergency Management Performance Grant (EMPG) and Homeland Security Grant Program (HSGP), HSGP applications for the next three years. FY2024 – FY2026.

RECOMMENDED ACTION:

Adopt proposed resolution for the purpose of grant submission and administration.

FISCAL IMPACT:

No immediate fiscal impact is associated with this item, however, the annual award to Mono County between the EMPG and HSGP grant programs is roughly \$210,000.

CONTACT NAME: Chris Mokracek

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

History

Time	Who	Approval
10/21/2024 10:45 AM	County Counsel	Yes
10/28/2024 3:14 PM	Finance	Yes
10/29/2024 11:19 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

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans "Interim"

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Date: November 15, 2024

To: Honorable Board of Supervisors

From: Chris Mokracek, Director of Emergency Management

Subject: CalOES Governing Body Resolution for purposes of Emergency Management Performance Grant and Homeland Security Grant Administration

Recommended Action:

Authorize the Board Chair to sign a Governing Body Resolution for CalOES for the purpose of grant submission and administration.

Discussion:

Mono County is a sub-grantee of the State of California for the Homeland Security Grant Program (HSGP) and Emergency Management Performance Grant (EMPG) which is managed by the California Governor's Office of Emergency Services (CalOES). CalOES requires the Board of Supervisors to appoint specific staff to execute for, and on behalf of the County, all actions related to the administration of these grants. The authorization of these specific staff is signified via the Governing Body Resolution (GBR) document which must be approved by the Board of Supervisors. This GBR will cover EMPG and HSGP applications for the next three years. FY2024 – FY2026.

Fiscal Impact:

No immediate fiscal impact is associated with this item, however, the annual award to Mono County between the EMPG and HSGP grant programs is roughly \$210,000.

Strategic Plan Focus Area(s) Met

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

County of Mono
Governing Body Resolution:
R24-

BE IT RESOLVED BY THE Board of Supervisors
(Governing Body)

OF THE County of Mono THAT
(Name of Applicant)

County Administrative Officer , OR
(Name or Title of Authorized Agent)

Finance Director , OR
(Name or Title of Authorized Agent)

Director of Emergency Management
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California for the following Grant Awards:

- 2024 Homeland Security Grants Program (HSGP)
- 2024 Emergency Management Performance Grant (EMPG)
- 2025 Homeland Security Grants Program (HSGP)
- 2025 Emergency Management Performance Grant (EMPG)
- 2026 Homeland Security Grants Program (HSGP)
- 2026 Emergency Management Performance Grant (EMPG)

Passed and approved this Fifth day of November , 2024

Certification

I, John Peters , duly appointed and
(Name)

Chair of the Board of Supervisors
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Mono on the Fifth day of November , 2024.

Chair, Mono County Board of Supervisors
(Official Position)

(Signature)

(Date)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Finance

TIME REQUIRED

SUBJECT Fiscal Year 2023-24 County Audit
Engagement Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

This audit engagement letter between the County of Mono and the audit firm of Price Paige and Company, and subject to an existing contract for services entered into on June 6, 2023, establishes an understanding about the audit services to be performed and the responsibilities of each party. To strengthen independence, there is a partner rotation with Joshua Giosa now signing as the County's engagement partner from Price Paige and Company.

RECOMMENDED ACTION:

Approve and authorize the Chair of the Board of Supervisors to sign the Fiscal Year (FY) 2023-24 audit engagement letter between the County of Mono and the audit firm of Price Paige and Company.

FISCAL IMPACT:

The cost of the audit for FY 2023-24 is \$82,205, which is included in the Finance Department's adopted budget for FY 2024-25.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Engagement Letter

History

Time

Who

Approval

10/21/2024 10:43 AM

County Counsel

Yes

10/28/2024 3:14 PM

Finance

Yes

10/29/2024 11:21 PM

County Administrative Office

Yes



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

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

Gerald Frank
Assistant Finance Director
Treasurer - Tax Collector

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Date: November 5, 2024

Re: FY 2023-2024 audit engagement letter

This audit engagement letter aims to clarify our professional relationship with the independent audit firm of Price Paige & Company. It sets forth the County's and the auditor's responsibilities concerning the audit engagement, which state and grantor agreements require each fiscal year.

The audit engagement covers the following:

- Purpose of the audit engagement
- Scope of the audit engagement
- Standards the audit firm will use to conduct the engagement
- What the audit firm do and will not do
- Instructions to the County and what the County's responsibilities are
- What facts the audit firm are relying upon
- Billing rates and fees

In addition to the above topics, this year's engagement letter also includes the auditors' assessment of specific significant risks of material misstatement. These risks include:

- Management override of controls
- Improper revenue recognition due to fraud
- Net pension liability calculation
- OPEB liability calculation
- Closure/Post-Closure liability calculation
- Improper calculation over new leases
- Improper calculation over new subscription-based information technology arrangements

Auditing standards advise the audit firm to address the engagement letter to management, the County Board of Supervisors, and those charged with governance. This is because (1) auditing standards require the auditor, for each audit engagement, to obtain management's agreement that we acknowledge and understand our financial responsibilities and (2) communicate the auditor's responsibilities concerning the conduct of the audit with those charged with governance of the County.

This engagement letter serves both purposes, and our signatures signify we understand our fiscal and compliance responsibilities concerning the auditor's work. We acknowledge the auditor's responsibility for conducting the engagement and the planned scope and timing of the audit.



August 19, 2024

Janet Dutcher, Finance Director
John Peters, Board Chair
County of Mono
P.O. Box 556
Bridgeport, CA 93517

We are pleased to confirm our understanding of the services we are to provide for the County of Mono, California (the County) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the County as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Net Pension Liability, Related Ratios, Notes, and Plan Contributions
- 3) Schedules of Changes in Net OPEB and Contributions
- 4) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Fund Statements
- 3) Supplemental Schedule of the California Office of Emergency Services (CalOES) and the Department of Corrections and Rehabilitation Grants Expenditures

570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611

tel 559.299.9540
fax 559.299.2344

4) Supplemental Schedule of the California Office of Emergency Services (CalOES) and the Board of State and Community Corrections Grants Expenditures

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not

designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition due to fraud
- Net pension liability calculation
- OPEB liability calculation
- Closure/Post-closure liability calculation
- Improper calculation over new leases
- Improper calculation over new subscription-based information technology arrangements

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the schedule of expenditures of federal awards of the County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional

judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the schedule of expenditures of federal awards and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with all nonaudit services we provide and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Electronic Data Communication and Storage and Use of Third-Party Service Provider

In the interest of facilitating our services to the entity, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the entity may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Price Paige & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your cognizant agency or

its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Price Paige & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date.

ShareFile is used solely as a method of exchanging information and is not intended to store the County's information. Upon completion of the engagement, data and other content will be removed from ShareFile in accordance with Price Paige & Company's policy.

Joshua Giosa, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Price Paige & Company's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for the 2024 audit for the County are detailed as follows:

County Audit	\$ 61,401
Single Audit (three major programs)	15,744
Out-of-Pocket Expenses (meals, lodging, travel)	<u>5,060</u>
Total:	<u>\$ 82,205</u>

If more than three major federal programs are required to be audited, there will be an additional fee of \$6,000 for each program. Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs. Our fees for these services will be billed at the hourly billing rates for the individual involved, plus out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our billing rates are reviewed annually and, where appropriate, adjusted for any increases due to inflation and other factors. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Supervisors of the County of Mono, California. Circumstances may arise in which our report may differ from its

expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please return a signed copy to us at your earliest convenience.

Very truly yours,



Joshua Giosa, CPA
Price Paige & Company

RESPONSE:

This letter correctly sets forth the understanding of the **County of Mono, California.**



Finance Director

October 1, 2024

Management Signature

Title

Date

Governance Signature

Title

Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: CDD for ESCOG

TIME REQUIRED

SUBJECT Authorization for the Eastern Sierra Council of Governments (ESCOG) to Submit a Grant Application

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed resolution authorizing the Eastern Sierra Council of Governments (ESCOG) to apply for the federal Reconnecting Communities Pilot Program grant.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Olya Egorov

PHONE/EMAIL: 760-942-1802 / oegorov@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
1 ESCOG staff report, grant application, scope of work
2 BOS Resolution

History

Time	Who	Approval
10/21/2024 10:42 AM	County Counsel	Yes

10/28/2024 3:16 PM

Finance

Yes

10/29/2024 8:55 AM

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

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

November 5, 2024

To: Mono County Board of Supervisors

From: Olya Egorov, Planning Analyst for ESCOG

Re: Authorization for the Eastern Sierra Council of Governments (ESCOG) to submit a Safe Sierra Streets Project Grant Application

BACKGROUND

The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA), and Mono County is one of the signatory members. To apply for grants, the JPA requires each member to adopt a resolution authorizing ESCOG to submit the grant application.

DISCUSSION

Caltrans District 9 approached ESCOG to serve as a regional partner to prepare an application (see Attachment 1 – the staff report to the ESCOG Board with the application and scope of work attached) for the U.S. Department of Transportation Reconnecting Communities funding opportunity, which is the federal counterpart to the grant prepared last year under the Caltrans Highways-to-Boulevards program. The application was due on September 30, 2024, and represents the last opportunity to apply under this funding program. The Mono County Local Transportation Commission (LTC) Executive Director, on behalf of the Commission, and Mono County Community Development Department submitted letters of support for the grant based on consistency with Regional Transportation Plan (RTP) and General Plan policies.

The Resolution in Attachment 2 authorizes ESCOG to submit the grant application, consistent with the JPA. If the grant is awarded, next steps for the project include hiring a dedicated project manager and contracting consultants to refine community concepts.

Please contact Olya Egorov (ogorov@mono.ca.gov or 760-924-1802) with any questions. This staff report has been reviewed by the Community Development Director.

ATTACHMENTS

1. ESCOG staff report to its Board, and attachments with the grant application, scope of work, and budget
2. Mono County Board of Supervisors Resolution authorizing ESCOG to submit the grant application



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

STAFF REPORT

To: ESCOG Joint Powers Authority

From: Elaine Kabala, ESCOG Executive Director

Subject: Consider Support for Application for the U.S. Department of Transportation Reconnecting Communities and Adopt a Resolution of the Board of Directors of the Eastern Sierra Council of Governments Authorizing the Executive Director to Submit an Application for the U.S. Department of Transportation Reconnecting Communities Grant

Meeting date: August 28, 2024

Prepared on: August 22, 2024

Attachments: A) A Resolution of the Board of Directors of the Eastern Sierra Council of Governments Authorizing the Executive Director to Submit an Application for the U.S. Department of Transportation Reconnecting Communities Grant

BACKGROUND/HISTORY:

Caltrans District 9 has approached ESCOG to serve a regional partner to prepare an application for the U.S. Department of Transportation Reconnecting Communities funding opportunity, which is the federal counterpart to the grant prepared last year under the Caltrans Highways-to-Boulevards program. The proposed scope would be reduced to reflect the investment Caltrans has made to advance the scope developed in the 2023 Highways-to-Boulevards submission to develop a Project Initiation Document (PID) funded for the 395 corridor to plan for infrastructure improvements over the next two years. The Caltrans PID would focus on the infrastructure improvement core to Caltrans mandates, but would be enhanced and complemented by federal funding to expand community visioning and develop of design and engineering for placemaking elements.

The goal intent of the application would be to expand community engagement in developing a vision Eastern Sierra corridor to complement the funded PID beyond core Caltrans infrastructure improvements and get community plans shovel-ready for implementation. The application would be reduced by not include scope for environmental review or construction. The application is due on September 30th, 2024 and represents the last opportunity to apply under this funding program.

Description of Proposed Project Scope:

The scope is broadly proposed as the following:

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

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

Phase 2: Conduct planning studies for identified gaps. Several communities do not have individual downtown community or specific plans in place documenting the community's vision. The ESCOG and its consultants will work with partner agencies to develop a vision specific to the scope of this funding opportunity to address Main Street enhancements.

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

The phase would also include alignment with the Caltrans PID in development.

Phase 3: Prepare design / engineering for projects identified for near-term and long-term implementation. This phase will be informed by the Community Readiness Phase and Phase 1 to determine the status of existing planning projects and development of an implementation plan including budget requirements, required maintenance agreements between Caltrans and local jurisdictions, an implementation schedule aligning with Caltrans PID development schedules.

If ESCOG and D9 are awarded U.S. Department of Transportation funding, the moneys would be used to hire supplement ESCOG capacity with a dedicated project manager, and contracting consultants to refine and advance select ideas previously explored and identified in the many planning studies and bring them to a "shovel-ready" status. The scope of the project will be developed in partnership with member agency planning and LTC staff.

Partner Agency Support and Concerns:

ESCOG has received preliminary support to submit the application from all jurisdictions and will continue to work with them to define the scope of work. Subsequent Resolutions of Authority will be required from Member Agencies to receive funding.

ALTERNATIVES:

Do not attempt to apply for the grant.

If the ESCOG Board provides direction to apply for the grant, staff will work with Caltrans staff and member agency partners to prepare an application. Submittal and receipt of funds will require an authorizing resolution from the ESCOG Board, as well as each Member Agency.

BUDGET IMPACTS:

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

Staff is estimating a grant budget of approximately \$1.5 million. The project will require a 20% match. The local matching share may consist partially or entirely of in-kind contributions, as well as contributions from the private sector and/or philanthropic organizations. Matching funds can include cost-share, such as the unexpended portion of the Caltrans PID (approximately \$150,000). In limited circumstances, DOT may establish “pre-award” authority for recipients. If approved by DOT, pre-award authority permits DOT, after a grant agreement is executed, to pay for or count toward cost sharing or matching funds specific, identified costs that were incurred before that grant agreement was executed.

LEGAL REVIEW:

ESCOG Counsel Grace Chuchla has reviewed this item and found that it complies with the law.

RECOMMENDATION:

Staff requests the Board adopt a Resolution of the Board of Directors of the Eastern Sierra Council of Governments Authorizing the Executive Director to Submit an Application for the U.S. Department of Transportation Reconnecting Communities Grant.

SAFE SIERRA STREETS: RECLAIMING HIGHWAY 395 MAIN STREETS



Leveraging regional partnerships to plan for safer, better connected, thriving communities in California’s beautiful Eastern Sierra.

Applicant Name: Eastern Sierra Council of Governments

Type of Applicant: Local Government, Joint Powers Authority

Grant: Planning Grant

Grant Request: \$1,721,635

Match: \$405,405

Project Contact: Elaine Kabala, ESCOG Executive Director

Email: ekabala@escog.ca.gov

Project Location (11-digit Census Tract identifier): 06051000102 ; 06027000100;
06027000400; 06027000500; 06027000800

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1. Overview

Introduction to the Project

The Eastern Sierra Council of Governments (ESCOG) is spearheading an initiative to convert U.S. Highway 395 from a high-speed route into vibrant, community-centered main streets that better serve residents and businesses. For decades, US 395 has been pivotal for transporting goods and tourists through Mono and Inyo Counties, but its design has favored speed over community needs, endangering pedestrian safety and livability.

This project covers 15 miles of Main Streets across 15 communities, including five tribal nations, along a 280-mile stretch of US 395. (Attachments A-C)) These towns are gateways to destinations like Yosemite and Death Valley National Parks, Mono Lake, and Mammoth Mountain Ski Resort, which attract roughly 2.8 million visitors yearly. However, extensive highway expansions have turned these streets into high-speed corridors that divide communities and make it difficult for residents to walk, bike, or access daily destinations.

In Mono and Inyo Counties, public land dominates—about 98% in Inyo and 94% in Mono—leaving very little private land available for housing and community development (Attachment H). This scarcity of privately owned land has limited opportunities for new housing and economic development. It constrains the local tax base and discretionary funding for community development improvements. The urgent need to reclaim our main streets as safe, vibrant spaces coincides with residents' desires for a better balance between the highway's regional role and local quality of life.

ESCOG, a Joint Powers Authority, coordinates regional planning and economic development in the Eastern Sierra. It collaborates with local, state, and federal partners to foster community development, economic diversity, sustainable recreation, and climate resilience. ESCOG and its partners are committed to equitable project execution to enhance safety, health, and connectivity in the Eastern Sierra.

History and Character of the Eastern Sierra

The focus of this grant is the fifteen traditional small towns and Tribal communities along US 395 in Mono and Inyo Counties, where the highway serves as the primary Main Street. These counties lie on the eastern side of the Sierra Nevada and are linked to California mainly through Highway 395, as there are no year-round Sierra Nevada passes. Populations in these communities range from 150 to 4,000 residents, with Highway 395 cutting through each town to support high-speed freight traffic, creating unsafe and unwelcoming downtown areas. This has led to divided neighborhoods, limited economic activity, and barriers to necessary housing development. California Department of Transportation (Caltrans District 09) has jurisdiction over the Main Streets of all these communities for the entire right-of-way, including sidewalks, while federal and public land managers control the surrounding areas, preventing further private development. The result is that the communities themselves have limited autonomy over their future and the character of their communities, and the prosperity of each community is dependent on downtown revitalization, infill housing, and redevelopment. (Attachment H)

Historical Harm

In the 1950s, the California Department of Transportation (Caltrans) began a multi-decade project to expand Highway 395 from two lanes to four (Attachment I). The primary goals were to increase freight capacity and improve safety on the highway, but the consequences for the small communities along the highway have been profound and long-lasting.

As a result of this expansion, Highway 395 is now an uninterrupted expressway with long, 65 mph segments between communities. The transition from high-speed highway travel to these small communities is abrupt. There are no traffic-calming measures to alert drivers they are entering these populated areas, often resulting in vehicles maintaining high speeds and endangering residents. Instead of town centers and Main Streets, residents and visitors face the dangers of a freight-dominated downtown, making it an unwelcoming and unsafe space, particularly for families and children. This can be particularly dangerous at night, as there is little or no pedestrian lighting. This issue is especially acute in Tribal communities at the town edges, where the highway first enters. (Attachment J)

Caltrans' ownership of the entire highway right-of-way prevents local communities from implementing their own improvements, hindering pedestrian-friendly developments and impacting local businesses that depend on foot traffic. The lack of safe, walkable environments has led to pedestrian fatalities, including children walking to school, and discourages investments in crucial infill housing. This situation underscores the urgent need for traffic calming and safety measures in these community centers.

Local officials, residents, and business owners have identified the need to improve the downtown areas of small towns along Highway 395 as a critical issue. The ESCOG has produced a video, "[Reclaiming Highway 395 Stories](#)" (Attachment C), which highlights the impacts and includes community testimonials. Public meetings have echoed the frustration and urgency due to the current conditions that diminish livability, safety, and economic potential.

Additionally, communities along US 395 in Mono and Inyo Counties have faced over a century of marginalization, leading to social, economic, and cultural degradation, including displacement, environmental exploitation, and cultural suppression, particularly affecting Indigenous populations.

1. **Displacement of Indigenous Communities:** For thousands of years, Indigenous tribes, including the Paiute, Shoshone, and Mono Lake Kootzaduka'a, lived in the Eastern Sierra, stewarding the land and maintaining complex social and cultural systems. However, the arrival of settlers in the 19th century brought violence, displacement, and loss of land. Tribes were relocated from their traditional homelands to small reservations adjacent to townsites.
2. **Water Diversions and the Owens Valley Water Wars:** One of the most significant historical harms to the region was water diversion from the Owens Valley to Los Angeles in the early 20th century. The Los Angeles Aqueduct, completed in 1913, drained the Owens River and dried up Owens Lake, leading to ecological devastation and economic decline. Local farmers, ranchers, and Indigenous communities were left without the vital water resources they depended on for agriculture and daily life. This environmental harm was compounded by dust storms from the dry lakebed, creating public health issues that continue to affect the area. To preserve their water rights, the City of Los Angeles took

ownership of nearly all private land in the Owens Valley. These lands are still owned by the City of Los Angeles and preserved for water rights over 100 years later, crippling opportunities for housing and economic development.

3. **Economic Struggles and Dependence on Tourism:** Many communities nurtured outdoor recreation as a primary economic driver due to the loss of water and agricultural viability. While tourism brought some economic relief, it also made the towns highly dependent on seasonal and unpredictable visitor flows. This reliance on tourism has left many communities vulnerable to economic downturns, environmental changes, and shifts in visitor patterns, with little opportunity to diversify their economies.

In short, Eastern Sierra communities have limited control over their development, with key decisions often made by external government entities. This history has left a legacy of displacement, environmental injustice, and economic difficulties. Transforming US 395 into vibrant main streets offers a chance to heal these historical wounds. This initiative aims to prioritize community needs, celebrate local culture, and promote sustainable and resilient economies that respect the region's rich heritage and diversity.

Transportation Needs and Project History

Historically, US 395 was designed to expedite vehicle movement, aiding tourists and freight but detrimentally affecting community livability. Its vehicle-centric design has escalated noise, air pollution, and hazards for pedestrians and cyclists. Decades of widening have transformed potential vibrant community hubs into traffic-heavy roads that split neighborhoods and hinder access to services and local economies. Despite extensive advocacy by residents, local governments, and tribal communities for pedestrian-friendly improvements and numerous planning efforts like the *Eastern Sierra Corridor Enhancement Plan*, the highway still fails to adequately meet community needs.

See our review of 22 US 395 Corridor and Main Street Plans that call for Complete Street features additions - Attachment L.

Barriers Created by the Existing Facility and Proposed Planning Activities

The current configuration of US 395 poses several barriers to community connectivity, safety, and economic vitality:

- **Community Division and Limited Livability:** The highway divides towns and neighborhoods with its high-speed, four-lane layout, prioritizing vehicles over pedestrians. This hinders access to schools, businesses, and community spaces. This design diminishes the sense of community and turns main streets into busy, unsafe corridors.
- **Unsafe Conditions for Pedestrians and Cyclists:** US 395 lacks facilities for pedestrians and cyclists, resulting in dangerous conditions at school crossings and major intersections. Its wide lanes and high speeds lead to frequent collisions, creating unsafe conditions for non-motorized users and discouraging walking or biking. The highway features limited sidewalks, no dedicated bike lanes, no streetscaping, and lacks traffic calming measures at community entrances, failing to signal the transition from the expressway. Additionally, half of the communities in this project need stop lights or stop signs along their Main Streets.
- **Economic and Environmental Impacts:** Noise and air pollution from heavy traffic along US 395 make nearby properties less appealing for residential and commercial development. Additionally, the limited private land in our counties restricts new housing and business

opportunities. This scarcity of developable land increases costs and hinders local growth and economic resilience.

ESCOG and Caltrans District 09 Partnership for US 395 Main Street Vision

ESCOG was initially excited to partner with Caltrans District 09, which had secured funding to develop a Project Study Report (PSR) for transforming US 395 into a community-focused main street. However, due to budget constraints, District 09 can no longer fund the PSR, posing a significant challenge. Despite this setback, the continued support from the community and District 09 strengthens our commitment to this vision. Local partnerships with Caltrans to develop PSRs had been effective for implementing the community's vision for previous projects in Lee Vining and Bridgeport, and we hope to expand this successful model for the region.

Despite the recent loss of funding for the PSR, the strong support from our communities and District 09 has reinforced our commitment to the US 395 Main Street vision. ESCOG is now seeking funding to lead the development of the PSR. This initiative will focus on comprehensive community engagement and forming citizen advisory committees to ensure public participation is at the project's core. We aim to establish a transparent and inclusive process that prioritizes local needs and addresses concerns of disadvantaged communities, advancing our partnership with Caltrans to create safe and vibrant communities.

Proposed Planning Activities

ESCOG proposes a comprehensive set of planning activities aimed at reclaiming US 395 as a community asset and addressing the barriers created by its current design:

- 1. Traffic Calming and Safety Enhancements:** The project will implement traffic calming measures such as curb extensions, raised crosswalks, and refuge islands to reduce vehicle speeds and enhance safety for all users. These modifications will make our main streets safer and more accessible for pedestrians and cyclists. Additionally, the project will create consistent, locally tailored gateway treatments to inform motorists they are entering a community and highlight the unique character of the Eastern Sierra.
- 2. Multimodal Streetscape Improvements:** Expanding sidewalks, adding bike lanes, and enhancing transit stops are key to transforming US 395 into vibrant, multimodal streetscapes. These improvements will convert the high-speed highway into welcoming community spaces encouraging people to linger, shop, and connect.
- 3. Community-Driven Design and Place-making:** Working with local stakeholders, including tribal communities, ESCOG aims to ensure US 395's redesign honors each town's unique character and history. Place-making elements like public art, street trees, and enhanced lighting will foster community pride and ownership. ESCOG collaborates with the Inyo County Council for the Arts, Mono Arts Council, and C5 Community Arts Center to involve artists and cultural leaders, ensuring the project authentically reflects each community's identity.
- 4. Environmental Resilience and Sustainability:** The project will incorporate sustainable features like shade trees, rain gardens, and bioswales to improve environmental quality, manage stormwater, and enhance climate resilience. These efforts aim to create healthier, more livable communities along US 395.
- 5. Supporting Local Businesses and Mixed-Use Development:** The project aims to boost local business growth and encourage mixed-use development by improving access and

creating attractive spaces. This strategy will address housing and economic challenges due to limited private land availability, promoting a more connected and resilient community.

- 6. Comprehensive Solutions for Connected Communities:** The funding application will support feasibility studies, including updating the *2007 Bishop Area Access and Circulation Study*. This update will gauge community and business support for solutions to manage truck traffic in Bishop, exploring alternative routes, streetscaping, and multi-modal transportation options to ease Main Street congestion. This study is crucial for advancing the *2022 Downtown Bishop Specific Plan and Mixed-Use Overlay*.

Primary Project Locations and Map

(Note: all plans cited are discussed in Attachment L)

- **Coleville (pop. 353):** Located in Antelope Valley, a Mono County unincorporated community by the Nevada border, it houses about 70 Marine Corps families whose children attend school along Highway 395. Centrally located, Coleville provides all government services (post office, library, schools) for the area. The highway lacks sidewalks, stoplights, or calming features. With no prior visioning or planning to address these issues, Mono County seeks funding to develop a unified community vision for a safer downtown, including traffic calming, streetscaping, medians, trails or bike lanes, and gateway elements.
- **Walker (pop. 401):** Walker is an unincorporated community in Antelope Valley known for its access to the West Walker River, popular among anglers. It is the largest community and the commercial center of the area, hosting essential services like general stores, a gas station, restaurants, several hotels, and satellite County offices on 395. The highway is consistently three lanes wide. Residents have documented concerns about speeding, with drivers often passing illegally in the center turn lane. HM4 Safety grant funds have been awarded for minor traffic calming work, which may include painted bike lanes and possibly crosswalks. Mono County is seeking additional funding to develop a vision for a safer downtown, including traffic calming treatments, streetscaping, medians, an off-highway trail or bike lane, and gateway features.
- **Bridgeport (pop. 509):** The county seat of Mono County, Bridgeport is a historic town known for its Victorian courthouse, hot springs, fishing, and outdoor activities. It's an unincorporated community starting 1000 feet east of Emigrant Street and ending 6/10 miles later at US 395 and CA 182. The 2013 Main Street Revitalization Plan for U.S. 395 through Bridgeport helped reduce Highway 395 from five to three lanes and added Class II bike lanes to lower speeds. The Caltrans "Bridgeport Rehab" project will add new sidewalks and bulbouts with high-visibility crosswalks. Mono County seeks funding to enhance the streetscape with new and wider sidewalks, more trees, crosswalks, and gateway features.
- **Bridgeport Indian Colony (pop. 120):** Located $\frac{2}{3}$ mile north of Bridgeport, this small Native American community focuses on preserving its cultural heritage and traditions while providing services to residents. Despite being integral to the greater Bridgeport area, plans for a pathway enabling tribal residents to walk and bike to Bridgeport have been delayed or cut due to Caltrans' staffing and funding limitations. The colony seeks funding to develop a community vision for safe infrastructure to better connect with Bridgeport services.

- **Lee Vining (pop. 590):** As the eastern gateway to Yosemite National Park via Tioga Pass, Lee Vining offers stunning views and outdoor activities centered around the Mono Basin Scenic Area Visitor Center. In 2025, Caltrans will begin implementing the 2018 Lee Vining Main Street Rehabilitation vision, which will reduce roads from five to three lanes, add Class II Bike Lanes, back-in parking, wider sidewalks, bump-outs, and beacon crosswalks. Mono County is seeking funding to enhance community visioning and develop gateway features that manage traffic flow as it enters the town, which stretches from Visitor Center Drive south to CA 120.
- **Bishop Paiute Tribe (pop. 1,651):** As the largest tribe in the Eastern Sierra and fifth largest in California, the Bishop Paiute Tribe's reservation borders Highway 395. Residents frequently walk or bike along the highway to access services in nearby Bishop. The tribe has developed economic ventures along the highway, including a casino, gas station, and a new hotel. They are seeking funding to enhance pedestrian safety, streetscaping, and gateway features, along with other traffic calming measures for both the reservation members and other pedestrians near Bishop.
- **Bishop (incorporated pop. 3,789, the sphere of influence pop. 11,275):** As the commercial and government hub of Inyo and Mono Counties, Bishop confronts challenges with its US 395 Main Street in implementing Complete Street solutions while managing 15,300 vehicles daily. It's also the terminus of US 6, a critical freight link between the Port of Los Angeles and distribution centers in Reno, NV. The *2022 Downtown Bishop Specific Plan and Mixed-Use Overlay* promotes a vibrant downtown with multi-modal transportation but requires traffic reductions for multi-modal improvements. If this grant is awarded, the city will update the *2007 Bishop Area Access and Circulation Study* to consider route alternatives to reduce truck traffic primarily accessing Highway 6 via Highway 395, increase multimodal options, and develop traffic calming designs like bulbouts, medians, streetscaping, and gateway features to enhance safety and reduce speeds.
- **Big Pine (pop. 1,570):** An unincorporated town, Big Pine is the gateway to the Palisade Glacier and the Ancient Bristlecone Pine Forest. Lacking comprehensive visioning, traffic calming measures, or stop signs/lights, both elementary and high schools are separated from most residences by Highway 395. The Big Pine Civic Club is an ardent supporter of this visioning work but cannot initiate or administer a planning project. Inyo County is seeking funding to engage the community in developing a vision for Main Street that enhances pedestrian safety, introduces traffic calming, and adds gateway features to delineate the community's Main Street.
- **Big Pine Paiute Tribe (pop. 500):** The Big Pine Paiute Reservation is situated at the southern edge of Big Pine and serves as the initial entry point for motorists from the south. As drivers transition from highway to main street speeds upon entering the reservation, the community contends with high-speed traffic moving through the community. Residents rely on neighboring Big Pine for services like groceries and schools but lack pedestrian safety and traffic calming features. The highway divides their community, restricting connectivity and economic growth. The tribe seeks funding to develop a comprehensive community vision, incorporating pedestrian, multi-modal transportation solutions and traffic calming measures, including gateway features to signal the transition into a community.



- **Fort Independence Paiute Reservation (pop. 148):** Located two miles north of Independence, Fort Independence is the only community in the project scope with a divided expressway cutting it in half and not contiguous to a corresponding town. The tribe has received funding to develop a long-range transportation plan, focusing on a grade-separated crossing of 395 and a non-motorized connection to Independence. They seek additional funding to unify their community planning efforts and enhance traffic calming at their gateways.
- **Independence (pop. 761):** Independence is the unincorporated county seat of Inyo County, often described as a preserved pioneer community. Main Street/Highway 395 spans four lanes without medians or traffic calming measures, leading to pedestrian fatalities due to high-speed traffic through the less than a mile-long town. Comprehensive community engagement and visioning for Main Street have been lacking. Inyo County is seeking funding to engage the community in developing a vision for downtown improvements, including complete streets and gateway features to slow traffic.

- **Lone Pine (pop. 1,580):** Famous for its proximity to Mount Whitney, the highest peak in the contiguous United States, Lone Pine is the southern gateway to the Eastern Sierra. It is unincorporated and lacks formal community visioning for Main Street, which could use gateway features to signal entry into the community. Lone Pine High School, located on Highway 395 at the town's south end, and students have been hit crossing Main Street. Inyo County seeks funding to develop a comprehensive vision for pedestrian safety, traffic calming enhancements, and gateway features.
- **Lone Pine Paiute-Shoshone Reservation (pop. 350):** Located at the southern end of Lone Pine, this community is the first Main Street community motorists encounter after 115 miles of traveling at expressway speeds. The reservation is bisected by Highway 395 and lacks traffic calming and pedestrian infrastructure like other Eastern Sierra reservations. As a small sovereign community, the Lone Pine Paiute Shoshone faces challenges in planning and implementing mitigations. If this grant is awarded, they plan to develop a vision for connectivity, including complete street improvements and gateway features.

Source: Attachments D, E

2. Response to Merit Criteria

Community	Pop.	Main Street Speed Limit	Average Annual Daily Traffic	Median Household Income	Per Capita Income
Coleville	353	45 mph	4,300	\$42,071	\$17,891
Walker	401	45 mph	4,000	\$55,149	N/A
Bridgeport	509	25 mph	4,200	\$107,500	\$40,170
Bridgeport Indian Colony	120	25 mph	N/A	N/A	N/A
Lee Vining	590	25 mph	3,600	\$107,500	\$24,616
Bishop	3,789	25 mph	15,300	\$76,948	\$36,047
Bishop Paiute Reservation	1,651	45 mph	N/A	N/A	N/A
Big Pine	1,570	35 mph	6,200	\$62,576	\$39,964
Big Pine Paiute Tribe	500	35 mph	6,200	N/A	N/A
Fort Independence Tribe	148	65 mph	6,300	N/A	N/A
Independence	761	25 mph	7,600	\$57,917	\$28,402
Lone Pine	1,580	25 mph	6,600	\$39,881	\$27,933
Lone Pine Paiute-Shoshone	350	45 mph	6,600	N/A	N/A

Equity and Justice40:

- The transformation of Highway 395 into a four-lane expressway has caused significant environmental, social, and economic disruptions across the Eastern Sierra, particularly affecting marginalized and Indigenous communities. These rural and Tribal communities often lack the necessary resources for grant writing, administration, and advocacy, relying on support from larger organizations like ESCOG. The Eastern Sierra's rural areas suffer from insufficient political representation and governmental capacity, hindering effective community engagement, vision development, and strategic planning to address the historical damages wrought by Highway 395's expansion.
- Nationally, Native Americans have the highest per capita pedestrian death rates, often due to high-speed roads lacking sidewalks in their communities (www.smartgrowthamerica.org). Along Highway 395, Tribal communities are particularly vulnerable as they are situated on the town's outskirts and are the first areas vehicles encounter. These reservations generally

lack traffic calming measures and pedestrian infrastructure, disconnecting them from town services like schools, stores, and healthcare.

- Highway 395, a key route for many, especially disadvantaged populations who often walk or bike, poses dangers due to high-speed traffic, lack of crosswalks, and poor lighting. Implementing effective pedestrian safety measures will enhance safe access to daily destinations and mobility for vulnerable groups, such as children, the elderly, and those with disabilities. ESCOG plans to use the funding to empower community organizations, helping historically underrepresented groups influence decisions on traffic calming and pedestrian safety. A comprehensive engagement strategy will ensure equitable distribution of safety investments. This will involve traditional workshops, digital charrettes, surveys, direct partnerships with community organizations and Tribes, and mobile workshops in local gathering spots to include those often overlooked.
- To rectify past inequities from Highway 395 and meet the Justice40 criteria, ESCOG will adopt a comprehensive, inclusive planning approach. This involves addressing historical and ongoing disparities in community planning and decision-making, enhancing mobility, and improving access to daily destinations. ESCOG will ensure extensive community engagement focusing on inclusivity, representing all groups including youth, persons with disabilities, and other vulnerable populations. To meet the Justice 40 goals, ESCOG will use data-driven strategies to ensure that 40% of the project's benefits reach disadvantaged and Tribal communities equitably.

Facility Suitability:

- Originally a two-lane road, Highway 395 was expanded to four lanes to manage increased tourism in the Eastern Sierra, driven by outdoor recreation and Los Angeles's water rights acquisitions. This expansion eliminated on-street parking and other traffic-calming features to accommodate the wider highway. For example, freight traffic on Bishop Main Street has nearly doubled from 19.9% of all vehicles in 2010 to 34.5% in 2021. There have been no pedestrian improvements or traffic calming mitigations implemented within the communities since the highway was expanded to four lanes, and through traffic commonly does not differentiate between being on the highway and being in a town.
- Recreation and tourism are the economic foundations of Inyo and Mono County, with the economic benefits closely linked to the appeal of their downtown areas. Revitalizing Main Streets is a key objective in regional strategies like the Sierra Jobs First Strategy, the Eastern Sierra CEDS, and the City of Bishop Economic Development Plan. Mitigating highway traffic will facilitate housing development by creating suitable conditions for infill and mixed-use projects in downtown areas. Given the lack of greenfield development opportunities in the Eastern Sierra, infill remains the primary method for adding housing units. However, current truck traffic on Main Street creates unsafe and undesirable conditions for residential development.
- An inclusive planning process will be initiated to identify traffic calming measures along Highway 395, starting with comprehensive outreach to gather input from residents, Indigenous groups, local businesses, and other stakeholders. This effort will focus on understanding the specific needs and characteristics of each community. After collecting community feedback, the process will evaluate traffic calming options—like roundabouts, gateway features, enhanced lighting, pedestrian crossings, and streetscaping—based on their suitability to local priorities. Ongoing engagement will ensure that the final decisions reflect

community values and effectively signal to motorists that they are entering a community, enhancing safety and cohesion.

Community Engagement and Community-based Stewardship, Management, and Partnerships:

ESCOG is a key institution for community and economic development, housing, sustainable recreation, and climate resiliency across Inyo and Mono Counties. It has shaped a regional vision for prosperity through extensive community engagement from Death Valley to Antelope Valley. This vision supports initiatives such as Sierra Jobs First, the Eastern Sierra Comprehensive Economic Development Strategy (CEDS), and the Towns-to-Trails Plan for a non-motorized trail network across the region.

The key to this project is using funds to support community advocacy and engagement at the local level, particularly as the Eastern Sierra lacks non-volunteer community advocacy organizations in the 15 communities targeted by this application. To overcome engagement barriers in rural and Indigenous communities, ESCOG will implement a comprehensive strategy that combines traditional and innovative methods, ensuring inclusive participation and empowerment.

1. **Collaborative Community Workshops:** ESCOG will hold facilitated listening sessions and charrettes with residents, tribes, environmental advocates, and community organizations. These interactive sessions will identify highway impacts and solutions.
2. **Partnerships with Tribal and Local Leaders:** ESCOG will engage with tribal governments to ensure inclusion in developing solutions, and dedicated workshops will be provided for visioning solutions adjacent to or on Tribal reservation lands.
3. **Virtual Engagement Platforms:** Recognizing that not all residents can attend in-person meetings, virtual platforms will allow remote participation to ensure that underserved populations can fully engage in discussions.
4. **Mobile Community Engagement:** Traditional community engagement can be inaccessible for disadvantaged, Latino, and Tribal community members due to work conflicts, travel arrangements or other barriers. The ESCOG will arrange for mobile workshops to bring digital tools to provide spaces for community dialogue where residents are already gathering, including youth sports, street fairs, and other community events.
5. **Multilingual Engagement:** ESCOG will ensure inclusive community participation by offering materials and workshops in Spanish.

Partners will include the Bishop Paiute Tribe, the Big Pine Paiute Tribe, the Fort Independence Tribe, the Bridgeport Indian Colony, the Lone Pine Paiute Shoshone Tribe, the Big Pine Civic Club, the Independence Civic Club, the Mono Basin Regional Planning Advisory Committee, the Bridgeport Valley Regional Planning Advisory Committee, the Antelope Valley Regional Planning Advisory Committee, La Causa - Hispanic Voices for Community Improvement, the Bishop Area Chamber of Commerce, the Lone Pine Chamber of Commerce, the Lee Vining Chamber of Commerce, the Bridgeport Chamber of Commerce, the Antelope Valley Chamber of Commerce, and others. (Attachment K - LOS)

Equitable Development:

- Eastern Sierra communities are restricted from expanding beyond developed areas due to public land constraints, leading many to modify zoning laws for mixed-use housing in

commercial zones. Yet, current traffic conditions detract from the appeal of these infill housing developments. Community surveys indicate that 48% of respondents avoid downtown areas due to truck traffic. The Bishop Mixed-Use Overlay highlights pedestrian safety across Highway 395/Main Street as a significant concern. Efforts are underway with Caltrans to enhance safety at nonsignalized crossings with flashing beacons and signage. Still, more comprehensive treatments are needed to support and encourage housing developments along Main Street. This challenge is consistent across the project study area.

- Highway 395 poses a major obstacle to affordable housing in Inyo and Mono Counties due to noise, pollution, and safety issues. Implementing traffic calming measures such as reduced speed limits, expanded sidewalks, improved pedestrian crossings, and dedicated bike lanes can enhance downtown walkability and safety, fostering new housing opportunities. Currently, few homes exist along Highway 395 in both counties, yet there is a documented need for housing across all income levels. Effective traffic mitigations, including pedestrian safety enhancements and freight rerouting, are essential to attracting investment for infill housing development. (Attachment J)
- The project is intended to advance opportunities for those communities that have the least opportunity to develop a vision for land use, affordable housing options, and policy-making, especially those lacking planning infrastructure for their downtowns, including Big Pine, the Big Pine Tribe, Independence, Lone Pine, the Lone Pine Paiute Shoshone, Walker, and Coleville.

Climate Change Resiliency:

- Despite their small size, communities in the study area feel unsafe using alternative transportation due to current conditions, leading to reliance on vehicles. The Safe Sierra Streets project, in partnership with Caltrans District 9, aims to enhance multi-modal transportation options to reduce vehicle miles traveled (VMT) and lower greenhouse gas emissions. The focus is on developing plans ready for implementation that maximize Complete Street solutions and include climate-resilient infrastructure improvements to address heat island effects and other climate change impacts. (Attachment J)
- Mono and Inyo counties have climate action plans and have established baselines of their carbon emissions to measure their progress in reducing them. Mono County's 2022 Resource Efficiency Plan identifies a prominent goal to 'Improve Connectivity and Efficiency of Resident and Employee Transportation,' citing on-road vehicles as the single largest source of Greenhouse Gas Emissions in Mono County. Aging infrastructure along US 395 is becoming less resilient to extreme weather events and climate-related stressors. The Caltrans District 9 Climate Change Adaptation Priorities Report has identified critical infrastructure along US 395 in the grant project area as priority assets vulnerable to flooding and extreme temperature changes from climate change. These findings will be incorporated into the planning process to develop solutions that are climate resilient. This project will help align local and State agencies' project priorities to reduce VMT and make communities more resilient to the effects of climate change, while enhancing the safety and sustainability for residents, visitors, and the local economy.

Workforce Development and Economic Opportunity:

Workforce Development: Through the California Jobs First effort, ESCOG is partnering with Cerro Coso Community College, Mortherlode Job Training Center, the Sierra Business Council and others to develop job pathways to fill capacity gaps in professional positions in the Eastern Sierra, including land management, planning and hospitality. Cerro Coso Community College will be launching the new associate degree program in January 2025 with job training opportunities in GIS mapping, planning, and land management, with a requirement for work experience. This grant will provide opportunities for job training experience to assist with outreach and engagement, especially tribal engagement, translation services, and other support services that will facilitate future regional capacity building and increased wages for disadvantaged students.

Economic Opportunity: Downtown revitalization through traffic impact mitigation is a key goal in several regional economic strategies, including the Sierra Jobs First Initiative, Eastern Sierra CEDS, Bishop Strategic Plan, and Inyo County General Plan. Nearly half of all workers in the region are in the tourism sector, earning under \$50,000 annually (Sierra Jobs First, 2024). Tourism, primarily driven by low-revenue activities like fishing and hiking, significantly contributes to local government revenue through the Transient Occupancy Tax, accounting for 27.31% to 56.3% of general fund revenues (City of Bishop and Town of Mammoth Lakes FY 24-25 Budgets). The *2022 Eastern Sierra Business Resource Center Business Plan*, which catalyzed the establishment of the first Small Business Development Center office in the region, identified tourist attraction into downtowns as a key opportunity to drive small business development, noting “destination development is needed to attract passersby to stop and explore.” Traffic mitigation in commercial areas is crucial for creating vibrant, pedestrian-friendly downtowns that attract residents and tourists, as stated in the 2015 Bishop Economic Development Plan, and to broaden and enhance regional economic prospects.

Planning Integration:

The Safe Sierra Streets project directly supports previous planning efforts completed by Inyo and Mono Counties, Tribal governments, the City of Bishop, and Caltrans District 9. The scope of this effort includes conducting a planning audit of existing plans to identify gaps in community engagement, assess community support and suitability for existing planning recommendations, update outdated plans as needed based on community engagement, and advance downtown plans to a Project Study Report to guide Caltrans funding in the future. Many communities in the study have previously completed Main Streets improvement plans either in part or comprehensively, including Lone Pine, Independence, Fort Independence Reservation, the City of Bishop, Lee Vining, and Bridgeport. Several communities have had little or no community engagement to inform a vision or plan for their Main Streets, including the Lone Pine Paiute Shoshone Tribe, the Big Pine Tribe, the Bishop Paiute Tribe, and the Antelope Valley, which includes the communities of Walker and Coleville. Please refer to the Planning Document Analysis (Attachment L) included in the attachments to this proposal. Because Highway 395 is under Caltrans jurisdiction, implementation of locally developed community plans is contingent on the funding priorities and project readiness requirements of Caltrans. This funding is necessary for Eastern Sierra communities to be empowered to advance their planning efforts toward shovel readiness in partnership with Caltrans through the development of the US 395 Main Streets PSR.

Eastern Sierra Council of Governments
Safe Sierra Streets: Reclaiming Highway 395 Main Streets
Scope of Work and Budget Description

Scope of Work Description

Task 1. Project Initiation

1.1 Establish Memorandums of Understanding with Regional Agency Partners

- Upon grant award, ESCOG will work with Regional Agency Partners to refine the project scope and budget to ensure alignment with community and transportation safety improvement goals.
- Develop and execute Memorandums of Understanding (MOUs) between ESCOG and key regional partners, including Mono County, Inyo County, the City of Bishop, Tribes, Caltrans, and other partners outlining project management responsibilities, reporting requirements, and financial obligations.
- Clarify roles, responsibilities, and expectations for the collaboration on the project.

1.2 Procure Consultants

- Prepare and distribute a Request for Proposals (RFP) to identify and hire consultants specializing in transportation planning, complete streets, community engagement, and urban design.
- ESCOG anticipates preparing two RFPs. First, ESCOG will prepare an RFP for Task 2, Task 3, and Task 4 to achieve economies of scale for this regional planning effort. ESCOG will prepare a second RFP for Task 5 to conduct engagement for and prepare the updated Bishop Area Access and Circulation Study.

1.3 Project Kick-Off

- Organize a formal project initiation meeting with all stakeholders and consultants to outline the project goals, deliverables, timeline, and coordination mechanisms.
- Establish communication protocols and a project management framework.

Task 2. Existing Conditions Analysis

2.1 Preliminary Research and Existing Plan Document Review

- Conduct a thorough review of existing transportation plans, community visioning efforts, land use documents, and other previous studies related to U.S. Highway 395.
- Assess the socio-economic, environmental, and transportation-related data of Mono and Inyo Counties.

2.2 Establish Community Engagement Working Group

- Form working groups within communities with representatives from local communities, Tribes, businesses, non-profits, and key stakeholders to provide input and guide community engagement throughout the project.

2.3 Community Engagement and Visioning

- Organize public outreach and visioning sessions to gather input on the community's needs and aspirations for U.S. Highway 395.
- Utilize surveys, design charrettes, virtual and mobile workshops, and public meetings to ensure diverse voices are included in shaping the future design of the corridor.

2.4 Existing Conditions and Community Engagement Summary Memo

- Summarize key findings from the existing conditions analysis and community input, including safety issues, pedestrian and bicycle accessibility, and traffic concerns.
- Present these findings to the community engagement working group for review.

Task 3. Draft Complete Street Regional Project Study Report (PSR)

3.1 Administrative Draft Complete Street Regional Project Study Report

- Develop an administrative draft that outlines potential design concepts for each community in the study area for transforming U.S. Highway 395 into a complete street that prioritizes traffic calming, pedestrian and cyclist infrastructure, public spaces, and gateway features.
- Include preliminary engineering recommendations for locations of roadway improvements, traffic calming, gateway elements and streetscaping, including landscaping palettes appropriate for the high desert climate of the Eastern Sierra.
- Include a detailed alternatives analysis and cost, schedule, and scope information, including estimated schedule and costs for environmental mitigation and permit compliance.
- It will include an inventory of known environmental resources, identification of potential environmental issues and constraints, the type of environmental document anticipated for NEPA and/or CEQA compliance, and potential mitigation measures and estimated costs.
 - We anticipate environmental mitigation and constraints will be minimal due to project scope being primarily located on existing infrastructure and requiring limited land disturbance
- Completion of the PSR will allow inclusion in Inyo and Mono Counties' Regional Transportation Improvement Programs (RTIP), providing the opportunity to fund subsequent project phases through formula or discretionary sources.

3.2 Draft Complete Street Regional Project Study Report

- Release a draft report to agency partners, stakeholders, and the community for review and feedback.
- Provide opportunities for input on the proposed designs and recommendations through public meetings and workshops.

3.3 Community Engagement Workshops

- Conduct workshops to gather feedback on the draft report and design concepts, ensuring that residents, businesses, and local organizations are fully engaged in the decision-making process.

3.4 Agency Partner Review and Board Presentations

- Present the draft report to regional agency partners, including Caltrans and local governments, for review and feedback.
- Hold formal presentations to the ESCOG Board and other relevant bodies to gather further input and guidance.

4. Final Complete Street Regional Project Study Report

4.1 Administrative Final Complete Street Regional Project Study Report

- Incorporate feedback from community engagement, agency partners, and board presentations into an administrative final report for internal review.

4.2 Public Final Complete Street Regional Project Study Report

- Publish the final report for public dissemination, ensuring transparency and accessibility to all community members and stakeholders.

4.3 Community Workshops

- Host additional workshops to present the final report and outline the next steps for implementation.
- Address any remaining questions or concerns from the public and agency partners.

4.4 Agency Partner Review and Board Presentations

- Finalize the report based on any additional feedback from partners and formalize presentations to the ESCOG Board and other decision-making bodies for approval.

5. Bishop Area Access and Circulation Study

5.1 Existing Conditions Analysis

- Conduct a thorough review of existing transportation plans, community visioning efforts, land use documents, and other previous studies related to U.S. Highway 395, specifically the *2007 Bishop Area Access and Circulation Study*.
- Conduct a detailed analysis of traffic patterns, pedestrian and bicycle access, and circulation issues specific to the Bishop area, including key intersections and roadways.

5.2 Community Engagement Workshops and Surveys

- Gather input from Bishop area residents and businesses through workshops and surveys to identify priority access and mobility concerns.

5.3 Draft Route Alternatives Analysis

- Develop draft alternatives for improving traffic flow, pedestrian and bicycle access, and overall safety in Bishop.
- Present the alternatives for public and stakeholder review and input.
- Determine public support for alternate route concepts.

5.4 Draft City Mobility Alternatives Analysis

- Assess potential mobility improvements through Bishop to alleviate congestion within the downtown area, including new arterial or collector roads, pedestrian and bicycle access and other multi-model circulation improvements.
- Present the alternatives for public and stakeholder review and input.
- Determine public support for Mobility Alternative Concepts.
- Draft update for City of Bishop General Plan Mobility Element as needed.

5.5 Final Bishop Area Access and Circulation Study

- Incorporate public and agency feedback into the final study, detailing prioritized improvements and actionable steps for enhancing access and circulation in Bishop.
- Present the final study to the ESCOG Board to recommend for City Council consideration and present to Bishop City Council for approval.

6. ESCOG Project Management and Grant Administration

Task 6.1: Technical Assistance and Project Management

- ESCOG’s administrative team will provide ongoing monitoring of the Highway 395 project, ensuring compliance with grant requirements, and that all deliverables are on track for completion by the proposed deadline.

Task 6.2: Grant Administration, Invoicing and Reporting

- ESCOG will submit regular progress reports, including financial and performance updates, to relevant state and federal transportation agencies to monitor the project's progress.

Scope of Work Deliverables:

- MOU documents with regional agency partners
- Existing conditions analysis report
- Community engagement summary memo
- Draft and final Complete Street Regional Project Study Reports
- Bishop Area Access and Circulation Study Report
- Reporting as required by grant agreement

Budget Description:

ESCOG is seeking an 80:20 match grant award for the Safe Sierra Streets: Reclaiming Highway 395 Main Streets project. Upon grant award, the ESCOG will convene project partners to develop and execute Memorandums of Understanding (MOUs) between ESCOG and key regional partners, including Mono County, Inyo County, the City of Bishop, Tribes, Caltrans, and other partners outlining project management responsibilities, reporting requirements, and financial obligations. Non-federal funding will be provided with cash and in-kind contributions by project partners, including the ESCOG. Commitments for the submission and funding of this project have been provide by Resolution of the relevant agency, and are included below.

Safe Sierra Street: Reclaiming Highway 395 Main Streets Budget

Eastern Sierra Council of Governments

Safe Sierra Streets: Reclaiming Highway 395 Main Streets

Task	Activity	Total Cost	Federal Funds	Non-Federal Funds
1	Project Initiation			
1.1	Establish MOUs with Regional Agency Partners	\$ 5,000	\$ 4,000	\$ 1,000
1.2	Procure Consultants	\$ 5,000	\$ 4,000	\$ 1,000
1.3	Project Kick-Off	\$ 5,000	\$ 4,000	\$ 1,000
	Subtotal	\$ 15,000	\$ 12,000	\$ 3,000
2	Existing Conditions Analysis		80.000%	
2.2	Preliminary Research and Existing Plan Document Review	\$ 26,500	\$ 21,200	\$ 5,300
2.3	Establish Community Engagement Working Group	\$ 13,200	\$ 10,560	\$ 2,640
2.4	Community Engagement and Visioning	\$ 52,800	\$ 42,240	\$ 10,560
2.5	Existing Conditions and Community Engagement Summary Memo	\$ 39,600	\$ 31,680	\$ 7,920
	Subtotal	\$ 132,100	\$ 105,680	\$ 26,420
3	Draft Complete Street Regional Project Study Report			
3.1	Administrative Draft Complete Street Regional Project Study Report	\$ 320,000	\$ 256,000	\$ 64,000
3.2	Draft Complete Street Regional Project Study Report	\$ 260,000	\$ 208,000	\$ 52,000
3.3	Community Engagement Workshops	\$ 83,950	\$ 67,160	\$ 16,790
3.4	Agency Partner Review and Board Presentations	\$ 21,000	\$ 16,800	\$ 4,200
	Subtotal	\$ 684,950	\$ 547,960	\$ 136,990
4	Final Complete Street Regional Project Study Report			
4.1	Administrative Final Complete Street Regional Project Study Report	\$ 280,000	\$ 224,000	\$ 56,000
4.2	Public Final Complete Street Regional Project Study Report	\$ 170,940	\$ 136,750	\$ 34,190
4.3	Community Workshops	\$ 58,600	\$ 46,880	\$ 11,720
4.4	Agency Partner Review and Board Presentations	\$ 14,650	\$ 11,725	\$ 2,925
	Subtotal	\$ 524,190	\$ 419,355	\$ 104,835
5	Bishop Area Access and Circulation Study			
5.1	Existing Conditions Analysis	\$ 28,500	\$ 22,800	\$ 5,700
5.2	Community Engagement Workshops and Surveys	\$ 67,500	\$ 54,000	\$ 13,500
5.3	Draft Route Alternatives Analysis	\$ 190,000	\$ 152,000	\$ 38,000
5.4	Draft City Mobility Alternatives Analysis	\$ 92,000	\$ 73,600	\$ 18,400
5.5	Final Bishop Area Access and Circulation Study	\$ 120,000	\$ 96,000	\$ 24,000
	Subtotal	\$ 498,000	\$ 398,400	\$ 99,600
6	ESCOG Project Management and Grant Administration			
6.1	Technical Assistance and Project Management	\$ 122,800	\$ 98,240	\$ 24,560
6.2	Grant Administration, Invoicing and Reporting	\$ 50,000	\$ 40,000	\$ 10,000
6.3	Indirect Costs	\$ 100,000	\$ 100,000	\$ -
	Subtotal	\$ 272,800	\$ 238,240	\$ 34,560
	Total	\$ 2,127,040	\$ 1,721,635	\$ 405,405

RESOLUTION NO. 2024-02

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT AN
APPLICATION FOR THE U.S DEPARTMENT OF TRANSPORTATION
RECONNECTING COMMUNITIES PILOT PROGRAM**

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

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

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

WHEREAS, the Board of Directors of the Eastern Sierra Council of Governments is an eligible applicant for the U.S Department of Transportation Reconnecting Communities Pilot Program funding opportunity; and

WHEREAS, the U.S Department of Transportation Reconnecting Communities Pilot Program would have inter-jurisdictional benefits in Inyo and Mono Counties, which would enhance regional collaboration, advance the vitality of Eastern Sierra communities, and reinforce the regional identity of the iconic Eastern Sierra; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eastern Sierra Council of Governments that the Executive Director is authorized to submit a U.S Department of Transportation Reconnecting Communities Pilot Program on behalf of the Eastern Sierra Council of Governments.

PASSED AND ADOPTED 28th day of August, 2024 by the following vote:

AYES: Chair Bob Gardner, Vice Chair Stephen Muchovej, Board Member Trina Orrill, Board Member Lynda Salcido, Board Member John Wentworth, Board Member Chris Bubser, Board Member Karen Schwartz

NOES: N/A
ABSTAIN: N/A
ABSENT: Board Member Jeff Griffiths

ATTEST: Angela Plaisted
Clerk of the Board

Bob Gardner (Aug 30, 2024 20:45 PDT)
Bob Gardner
Chairperson

RESOLUTION NO. 2024-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP,
STATE OF CALIFORNIA, AUTHORIZING THE EASTERN SIERRA
COUNCIL OF GOVERNMENTS TO SUBMIT AN APPLICATION FOR
THE U.S DEPARTMENT OF TRANSPORTATION RECONNECTING
COMMUNITIES PILOT PROGRAM**

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

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

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

WHEREAS, the Eastern Sierra Council of Governments is an eligible applicant for the U.S Department of Transportation Reconnecting Communities Pilot Program funding opportunity; and

WHEREAS, the U.S Department of Transportation Reconnecting Communities Pilot Program would have inter-jurisdictional benefits in Inyo and Mono Counties, which would enhance regional collaboration, advance the vitality of Eastern Sierra communities, and reinforce the regional identity of the iconic Eastern Sierra; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bishop that the Eastern Sierra Council of Governments is authorized to submit a U.S Department of Transportation Reconnecting Communities Pilot Program on behalf of the Eastern Sierra.

PASSED, APPROVED AND ADOPTED this 23rd day of September 2024.



Jose Garcia, Mayor

ATTEST: 

Robin Picken, City Clerk



STATE OF CALIFORNIA }
COUNTY OF INYO }
CITY OF BISHOP }

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2024-21 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on September 23, 2024, and that the same was so passed and adopted by the following roll call vote.

AYES: Ellis, Schwartz, Muchovej, Kong, Garcia

ABSENT: None

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 24th day of September, 2024.



Robin Picken, City Clerk
CITY OF BISHOP



In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 24th day of September 2024 an order was duly made and entered as follows:

CAO –
*Reconnecting
Communities Grant
and Reso. #2024-28*

The agenda item was moved from the Consent Agenda to the Regular Agenda for further discussion at the request of Supervisor Roeser.

Executive Director of Regional Coordination for Eastern Sierra Council of Governments Elaine Kabala provided clarification on the scope of language included in the grant application and whether it might address concerns brought up in the 2007 Bishop Area Circulation Study. Kabala answered questions on the possibility of a current study being performed with additional opportunities for public input.

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to:

- A) Adopt Resolution No. 2024-28, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Eastern Sierra Council of Governments to Submit an Application for the U.S. Department of Transportation Reconnecting Communities Pilot Program;" and
- B) Approve and authorize the Chairperson to sign a letter of support for the grant application.

Motion carried unanimously.

WITNESS my hand and the seal of said Board this 24th
Day of September, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", written over a horizontal line.

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO X Other: DATE: September 27, 2024

RESOLUTION NO. 2024-28

**A RESOLUTION OF BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
AUTHORIZING THE EASTERN SIERRA COUNCIL OF GOVERNMENTS TO
SUBMIT AN APPLICATION FOR THE U.S DEPARTMENT OF
TRANSPORTATION RECONNECTING COMMUNITIES PILOT PROGRAM**

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

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

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

WHEREAS, the Eastern Sierra Council of Governments is an eligible applicant for the U.S Department of Transportation Reconnecting Communities Pilot Program funding opportunity; and

WHEREAS, the U.S Department of Transportation Reconnecting Communities Pilot Program would have inter-jurisdictional benefits in Inyo and Mono Counties, which would enhance regional collaboration, advance the vitality of Eastern Sierra communities, and reinforce the regional identity of the iconic Eastern Sierra; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, County of Inyo, State of California, that the Eastern Sierra Council of Governments is authorized to submit a U.S Department of Transportation Reconnecting Communities Pilot Program on behalf of the Eastern Sierra.

PASSED AND ADOPTED 24th day of September, 2024 by the following vote:

AYES: -5- Supervisors Griffiths, Roeser, Orrill, Kingsley, and Marcellin
NOES: -0-
ABSTAIN: -0-

ABSENT: -0-


Matt Kingsley, Board Chair

ATTEST: Nate Greenberg
Clerk of the Board

By: 
Assistant Clerk of the Board

Note: Due to the Mono County Board 2024 calendar, there were not Board meetings in September to approve a resolution for this application, however the Board of Supervisors provided this resolution for the same project under State funding in 2023. ESCOG will be requesting a Resolution from the Mono County Board of Supervisors at their meeting held October 22, 2024. The Mono County Planning Director and Local Transportation Commission have provided a letter of support for this project and Mono County Board Members sitting on the ESCOG Board have approved the resolution.



R23-069

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED this 5th day of September 2023, by the following vote, to wit:

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

NOES: None.

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ABSENT: None.

ABSTAIN: None.

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Rhonda Duggan (Sep 6, 2023 13:50 PDT)
Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:



Clerk of the Board


Stacey Simon (Sep 6, 2023 12:18 PDT)

County Counsel



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

September 5, 2023

Dear Highways to Boulevards Grant Selection Committee,

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

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

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

Sincerely,


Rhonda Duggan (Sep 6, 2023 13:50 PDT)

Rhonda Duggan
Chair, Mono County Board of Supervisors



RESOLUTION NO. 2024-____

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE EASTERN SIERRA COUNCIL OF GOVERNMENTS TO
SUBMIT AN APPLICATION FOR THE U.S DEPARTMENT OF TRANSPORTATION
RECONNECTING COMMUNITIES PILOT PROGRAM**

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

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

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

WHEREAS, the Board of Directors of the Eastern Sierra Council of Governments is an eligible applicant for the U.S Department of Transportation Reconnecting Communities Pilot Program funding opportunity; and

WHEREAS, the U.S Department of Transportation Reconnecting Communities Pilot Program would have inter-jurisdictional benefits in Inyo and Mono Counties, which would enhance regional collaboration, advance the vitality of Eastern Sierra communities, and reinforce the regional identity of the iconic Eastern Sierra; and

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that: the Eastern Sierra Council of Governments is authorized to submit a U.S Department of Transportation Reconnecting Communities Pilot Program on behalf of the Eastern Sierra.

PASSED AND ADOPTED 5th day of November 2024 by the following vote:

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AYES:

NOES:

ABSENT:

ABSTAIN:

John Peters, Chair

Attest:

Approved as to form:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Community Development

TIME REQUIRED

SUBJECT Contract with Daniel B. Stephens and Associates for Groundwater Modeling for the Tri-Valley Region

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Daniel B. Stephens and Associates pertaining to Groundwater Modeling for the Tri Valley Region.

RECOMMENDED ACTION:

Approve, and authorize Chair to sign, contract with Daniel B. Stephens and Associates for groundwater modeling for the period November 5, 2024, to December 31, 2025, and a not-to-exceed amount of \$198,952.

FISCAL IMPACT:

The cost of this contract, \$198,952, is completely funded by the \$229,000 grant agreement from the CA Department of Water Resources.

CONTACT NAME: Brent Calloway

PHONE/EMAIL: 7609241805 / bcalloway@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
contract w attachments

History

Time	Who	Approval
10/22/2024 12:22 PM	County Counsel	Yes
10/28/2024 3:46 PM	Finance	Yes

10/29/2024 9:01 AM

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

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

November 5, 2024

To: Mono County Board of Supervisors

From: Brent Calloway, Assistant Director
Erin Bauer, CDD Analyst

Re: Contract with Daniel B. Stephens & Associates Inc. for groundwater modeling services.

RECOMMENDED ACTION

Approve and authorize Chair to sign contract with Daniel B. Stephens & Associates Inc. for groundwater modeling services.

BACKGROUND

At the July 11, 2023, Board meeting the Board approved an agreement that authorized the implementation of California Department of Water Resources grant agreement No. 4600014980 that included funding for the development of a groundwater model in the Tri-Valley area. The grant has since been funded and the Mono County Community Development Department worked with the Inyo County Water Department to develop an RFP for the modeling project. The Tri-Valley Groundwater Management District also reviewed and commented on the draft RFP before it was flown. Daniel B Stephens & Associates Inc. was selected as the consultant to complete the groundwater model. The total amount of the contract with Daniel B Stephens & Associates is \$192,952 and is completely funded by the \$229,000 grant agreement.

The groundwater model will further scientific knowledge of groundwater in the Tri Valley and Fish Slough regions of Mono County. Mono County Community Development intends to continue to work cooperatively with the Inyo County Water Department for technical support as the model is developed.

This staff report has been reviewed by the Community Development Director. Please contact Brent Calloway (760-924-1805 or bcalloway@mono.ca.gov) with any questions.

ATTACHMENTS:

1. Standard Contract with scope of work and budget.

**AGREEMENT BETWEEN COUNTY OF MONO
AND Daniel B. Stephens & Associates Inc.
FOR THE PROVISION OF Groundwater Modeling SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of Groundwater Modeling of Daniel B. Stephens & Associates 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 the Community Development Department 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 November 5, 2024, to December 31, 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 \$198,952, not to exceed \$198,952 in any twelve-month period, 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 and payment to Contractor, 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 negligent 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 negligent or willful 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 five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

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 unless otherwise required by law.

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
Brent Calloway
PO Box 347
Mammoth Lakes, CA, 93546
bcalloway@mono.ca.gov

Contractor:
Daniel B. Stephens & Associates
Douglas (Gus) Tolley, PhD, PG
14E Spring Hill Dr.
Grass Valley, CA 95945
gtolley@geo-logic.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: Wendy Sugimura

Name: Douglas (Gus) Tolley, PhD, PG

Title: Director

Title: Project Hydrogeologist

Date: _____

Date: _____

By: _____

APPROVED AS TO FORM:

Name: James Kelsey, PG

County Counsel

Title: DBS&A President, Senior Geologist

Date: _____

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCOPE OF WORK:

See Attachment A.1

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND CLICK HERE TO ENTER TEXT FOR
THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCHEDULE OF FEES:

CLICK HERE TO ENTER TEXT

See Attachment B1, incorporated herein by this reference.



September 30, 2024

Brent Calloway
Mono County Community Development
1290 Tavern Road, Ste 138, Mammoth Lakes, CA 93546

Re: Proposal Modification - Mono County Tri-Valley Groundwater Flow Model and Isotope Study (DB24.1277.PR)

Dear Mr. Calloway:

Due to an administrative miscommunication, the costs associated with performing an isotope study as part of the numerical groundwater model development are unable to be reimbursed by the Integrated Regional Water Management grant received by Mono County. Therefore, Mono County has requested that we remove those tasks from our scope of work. The revised scope of work consists of the following tasks:

- Task 1: Project Kick-Off, Project Management, and Meetings
- Task 2: Pre-Modeling
- Task 3: Numerical Model Development
- Task 4: Calibrated Numerical Model Initial Simulations
- Task 5: Modeling Report and Files

Below is a detailed scope of work, cost estimate, and schedule to replace what was originally submitted.

Scope of Services

Task 1: Project Kickoff, project management, and meetings

Subtask 1a: Develop Working Knowledge of the Basin

DBS&A will not need to allocate any time for Subtask 1a. Since DBS&A assisted with the development of the Owens Valley GSP, manages the OVGA database management system (OVGA DMS), and recently prepared the Water Year 2022 GSP Annual Report for the Owens Valley groundwater basin, our staff are already familiar with available datasets and current data gaps for the Tri-Valley and Fish Slough areas of the basin. Therefore, a project kickoff meeting could be scheduled as soon as contracting is completed. This not only speeds up the project timeline, but also makes more funds available for the numerical modeling task.

Subtask 1b: Project Kick-Off Meeting(s)

The project kick-off meeting is budgeted to be held in person in Mono County. DBS&A key personnel, along with Dr. Gus Tolley, the proposed Project Manager, will review the hydrogeologic conceptual model, project goals and objectives, and discuss the project schedule and logistics. This subtask may also include a second meeting, possibly virtual, with Mono County, a TVGMD representative, and Dr. Tolley to discuss the scope, approach, and assumptions for the remaining tasks.

DBS&A has budgeted for in-person meetings associated with other tasks; however, we recommend that all meetings have a virtual option (i.e., a hybrid meeting) if possible. This will reduce travel costs and maximize the budget available for numerical model development. The OVGAs GSP development benefited from significant project cost savings when Brown Act teleconferencing requirements were relaxed during the COVID-19 pandemic.

Subtask 1c: Project Management

DBS&A has added Subtask 1c to account for DBS&A staff time for project management, including informal progress updates, budget updates and invoicing, quality control reviews, and client service. Informal progress updates are anticipated to be brief summaries of recent work performed and upcoming tasks transmitted via email and/or stated verbally during standing check-in meetings with Mono County staff, whichever is preferred by Mono County. DBS&A uses Deltek Vision, an industry-standard software for tracking project budgets that allows for detailed, real-time review of expenditures and remaining budget. A current project budget status report will be provided upon request.

Task 2: Pre-Modeling

Development of an HCM is an important step prior to numerical model development. The HCM determines the physical processes that need to be represented in the model and identifies what datasets are available for populating initial model parameter values and calibration targets. This task is divided into six subtasks described below. DBS&A can conduct these subtasks expeditiously due to our team's familiarity with the project area, HCM, and existing data.

Subtask 2a: Data Review, HCM Update, and Preliminary Analysis

DBS&A manages the OVGAs DMS, where tabular groundwater data (e.g., well locations, construction information, water levels, water quality) for the basin are stored. The DMS is actively maintained as part of our recent GSP Annual Report contract with the OVGAs; this maintenance includes updating water levels collected by various entities in the Tri-Valley and Fish Slough portions of the basin. Our familiarity and quick access to this data means minimal time will be needed for data collection and review.

Several members of our project team recently developed conceptual models for the Tri-Valley and Fish Slough portions of the Owens Valley groundwater basin. Prior to development of the Tri-Valley DPWM, Mr. Blandford and Dr. Botros developed a conceptual model of the area in the context of surface runoff and recharge processes that were ultimately incorporated into the DPWM model (DBS&A 2021). In addition, Dr. Tolley led development of the HCM for the Owens Valley GSP under the supervision of Mr. Morgan (OVGA, 2021). As part of these efforts, our team reviewed previous reports that contained data for developing a groundwater model of the area, such as previous modeling attempts (MHA, 2001), estimates of aquifer hydraulic properties (TEAM, 2006), and historical water budgets for the Tri-Valley and Fish Slough areas (Harrington, 2016).

Based on the knowledge gained through these past work efforts, DBS&A's level of effort will be limited to making any needed updates to and summarizing the HCM. We will include a descriptive diagram of the aquifer flow system and recharge and discharge processes. We will complete a preliminary analysis of data gaps and uncertainties related to the water budget. Our familiarity with the Owens Valley groundwater basin gained through our previous work in the area allows us to focus more of the project budget on model development and calibration since we are already knowledgeable of previous reports and work products. Broadly speaking, more time and focus on model development and calibration produces increased confidence and decreased uncertainty in model results.

Deliverable: Brief, draft written summary of findings and HCM.

Subtask 2b: Progress Meeting and TVGMD Board Meeting

DBS&A will present and discuss the findings from Subtask 2a and provide recommendations for groundwater model development in-person to the Mono County Project Manager and at a TVGMD public board meeting. These meetings will be scheduled for the same day to reduce travel costs.

Subtask 2c: Estimate Water Budget Components

DBS&A has significant experience with water budgets for the Tri-Valley and Fish Slough portions of the Owens Valley groundwater basin from our previous work developing the Tri-Valley DPWM model (DBS&A, 2021) and the Owens Valley GSP (OVGA, 2021). We understand that groundwater pumping is not metered, and therefore must be estimated. While this can be assisted by using remote sensing (satellite) technologies and open source data products that estimate crop evapotranspiration, such as Open ET, these tools are generally limited to the recent past (2019 onwards). Our team proposes to use a combination of methods to establish preliminary water budgets for a reasonable historical period (e.g., water years 1995-2024). Our approach will use: 1) spatially distributed recharge estimates from the previously developed DPWM model with the simulation period extended through water year 2024, 2) a soil-water budget model (SWBM) developed for the

area to estimate historical (pre-2019) groundwater pumping, and 3) Open ET data to estimate more recent groundwater pumping. The SWBM has been shown to be very effective at simulating groundwater pumping in basins where alfalfa and pasture are the dominant crop types (see Figure 9-11 in DBS&A, 2022). Estimated pumping will be assigned to modeled hydrostratigraphic units based on reported screened intervals or well depth, if available.

Subtask 2d: Develop Numerical Modeling Approach

DBS&A will work with the Mono County Project Manager to develop and provide a written description of the overall modeling approach based on the outcomes of work performed for previous tasks and including the five approach elements included in the Request for Proposals (RFP). Key inputs to the groundwater model will be obtained using supporting models and calculations such as DPWM for spatially distributed recharge and runoff and a SWBM and Open ET for pumping. Due to the large simulation area and the fact that significant groundwater pumping is relatively localized, either the MODFLOW-USG or MODFLOW 6 codes are likely to be recommended since they both support unstructured grids. The unstructured grid capability allows for model grid refinement in specific areas that contain important hydrologic features, such as wells, streams, springs, etc., without the need to refine other areas where these features are not present. This generally results in decreased model run times and computational expense.

Other aspects of the modeling approach will include the proposed simulation period; representation of key hydrologic features such as pumping wells, streams, and springs; uncertainty constraints; and calibration methods/goals. All proposed model simulations are anticipated to be transient (conditions varying over time) as opposed to steady-state (conditions constant over time). We use transient simulations because steady-state models generally produce poor representations of California hydrology due to the state's variable hydrologic conditions (e.g., precipitation, temperature, runoff, pumping) both within a single year and across multiple years.

The numerical modeling approach developed during this subtask will be incorporated into the technical memorandum provided to Mono County as part of Subtask 2e (see below).

Subtask 2e: Pre-Modeling Draft Technical Memorandum

Results and outcomes from work performed for Task 1 and Subtasks 2a through 2d will be documented in a draft technical memorandum. The purpose of this draft document is to:

- Communicate current project results to stakeholders.
- Provide a reference tool for the modeling team during model development and calibration.

The approach will be reviewed and revised following comment by Mono County staff and the Mono County Project Manager, and incorporated into the technical memorandum provided to Mono County. Relevant content from the technical memorandum will be incorporated into the final modeling report (see Task 5).

Deliverable: Pre-modeling draft technical memorandum.

Subtask 2f: Progress Meeting

DBS&A will present current project progress at a meeting with the Mono County Project Manager, Mono County staff, and TVGMD representative.

Task 3: Numerical Model Development

DBS&A will initiate the development of the numerical model following completion of Task 2 and after receiving authorization to proceed from the Mono County Project Manager. This task is divided into three subtasks described below.

Subtask 3a: Initial Numerical Model Setup

The initial model setup will include constructing the numerical model grid (with horizontal and vertical discretization), assigning boundary conditions per the HCM, and assigning initial values of model parameters (e.g., hydraulic conductivity and storage properties). Model runtime will be evaluated, which will inform the need to readjust horizontal and vertical discretization. The goal of this subtask is to determine model grid discretization that is fine enough for reasonable representation of reality, but not too fine where model run times are excessively long.

Subtask 3b: Numerical Model Calibration

The goal of model calibration is to adjust the values of model input parameters within a reasonable range such that model outputs match observed conditions to the extent possible. While groundwater elevations are the most common calibration dataset, any quantifiable hydrologic process or result represented in the model can be used to assist with model calibration, such as base flow to streams and spring flow. Often, datasets other than groundwater elevations are desired as they better constrain parameter values. DBS&A will use all relevant and readily available data for model calibration.

Prior to initiating model calibration, DBS&A will provide a list outlining model calibration goals to the Mono County Project Manager for approval. Following approval of the calibration goals, a sensitivity analysis will be performed to better understand which model parameters have the greatest influence on the simulation results. This information will help constrain the number of model parameters that may be adjusted during the calibration process.

It is anticipated that both manual and automated calibration methods (e.g., PEST, UCODE) will be utilized, although manual methods may be relied upon to a greater extent due to limited data in portions of the model area. The HCM will be evaluated continuously in the context of the calibration results to determine if updates to the HCM are necessary, and vice-versa. Decisions made during the model calibration effort will be documented in a model run log. A final sensitivity analysis will be performed on the best calibrated version of the model, and tabulated water budgets for the entire calibrated model will be provided in a common format (e.g., Excel, .csv).

Subtask 3c: Progress Meeting and TVGMD Board Meeting

DBS&A will present and discuss model calibration progress and proposed model scenarios for Task 4 in-person to the Mono County Project Manager and at a TVGMD public board meeting. These meetings will be scheduled for the same day to reduce travel costs.

Task 4: Calibrated Numerical Model Initial Simulations

This task has been divided into two subtasks described below.

Subtask 4a: Predictive Simulations

Following completion of Task 3, the calibrated model will be used to run three predictive scenarios cooperatively developed by the Mono County Project Manager, Mono County Staff, TVGMD, and the modeling team. DBS&A will set up, execute, and postprocess the model results and present them at a TVGMD public board meeting (see Task 4b below). Changes made to the calibrated model to produce the predictive scenarios will be documented and included in the modeling report (see Task 5).

Subtask 4b: TVGMD Board Meeting

DBS&A will present and discuss results from the selected model scenarios at a TVGMD public board meeting.

Task 5: Modeling Report and Files

Final documentation of the work performed for Tasks 2 through 4 and transmittal of the model files to Mono County has been divided into three subtasks described below.

Subtask 5a: Draft Modeling Report

Draft documents produced during Tasks 2 through 4 and a narrative of the groundwater model, calibration efforts, and predictive simulation results will be incorporated into a comprehensive model documentation report. This draft modeling report will include, at a minimum, all of the 13 report elements requested in the RFP and will be provided to Mono County for comment.

Deliverable: Draft modeling report.

Subtask 5b: Final Modeling Report

Comments received on the draft modeling report will be addressed and incorporated, as necessary, into a final modeling report that will be provided to Mono County.

Deliverable: Final modeling report.

Subtask 5c: Model Files

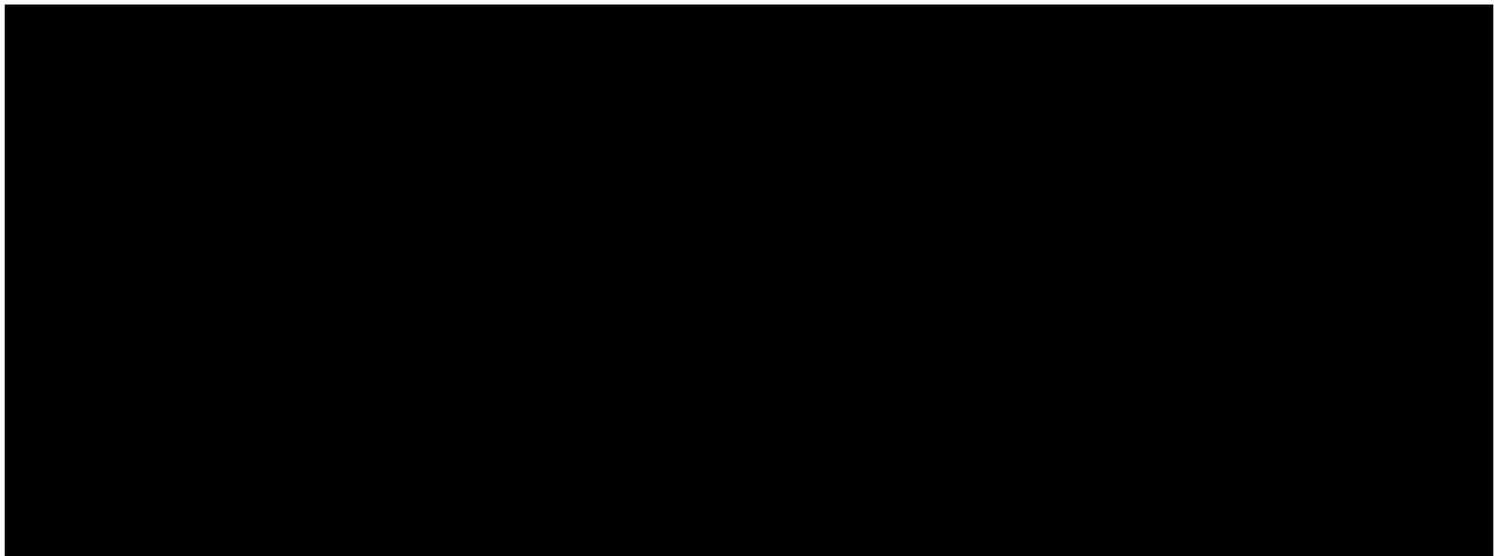
All model input, output, and executable files for the calibrated and predictive scenario runs will be provided to Mono County and the Mono County Project Manager via a file sharing service, e.g., OneDrive, SharePoint, Dropbox. This information will include all supporting model files and executables and automated calibration files and executables.

Deliverable: Link to model files.

Upon verbal or email client request, DBS&A will complete additional tasks related to this scope of work, such as additional meetings or data collection and analysis. Additional tasks outside of the proposed scope of work may or may not require a supplemental budget authorization.

Estimated Schedule

Project schedule is not anticipated to change since the isotope study was largely being performed in parallel with numerical model development. Removal of the isotope study tasks may result in deliverables being ready earlier than originally proposed.



Tri-Valley GW Model and Isotope Study: Terms and Approvals

Client Name:	Mono County
Project Name:	Tri-Valley GW Model and Isotope Study
Project Number:	DB24.1277.PR
Terms:	T&M NTE

Date:	9/30/2024
Estimator:	Gus Tolley
Project Manager:	Gus Tolley
Reviewed by:	Tony Morgan
Approved by:	Gundar Peterson

Tri-Valley GW Model and Isotope Study: Cost Summary (Revised)

Task Description	Task Hours	Labor Costs	Other Direct Costs	Total
Kickoff Meeting and Project Management	54	\$11,350	\$0	\$11,350
Conceptual Model Development and Numerical Model Approach	143	\$31,395	\$1,056	\$32,451
Numerical Model Development	344	\$81,988	\$528	\$82,516
Calibrated Numerical Model Initial Simulations	170	\$42,458	\$528	\$42,986
Model Documentation	143	\$29,649	\$0	\$29,649
GRAND TOTAL	854	\$196,840	\$2,112	\$198,952



Tri-Valley GW Model and Isotope Study (Revised)

Description	Project professional II	Principal professional II	Principal professional II	Senior professional III	Staff professional II	Technician I	Senior technical editor	Task Hours	Labor Costs	ODCs	Total
	Tolley, Douglas	Morgan, W. Tony	Blandford, T. Neil	Botros, Farag	Sweeney, William	TBD	Fay, Robyn				
	PM	PIC	Technical Advisor	Senior Modeler							
	\$199.00	\$317.00	\$317.00	\$265.00	\$155.00	\$108.00	\$152.00				
Kickoff Meeting and Project Management											
Kickoff Meeting and Project Management	48	2	2	2				54	\$11,350		\$11,350
Total	48	2	2	2	0	0	0	54	\$11,350	\$0	\$11,350
Conceptual Model Development and Numerical Model Approach											
Data Review, HCM update, and Preliminary Analysis	16	1	1	8				26	\$5,938		\$5,938
Progress Meeting and TVGMD Board Meeting	20							20	\$3,980	\$528	\$4,508
Estimate Water Budget Components	16	1		16				33	\$7,741		\$7,741
Numerical Model Approach	12	2	2	8				24	\$5,776		\$5,776
Pre-Modeling Draft Technical Memorandum	20							20	\$3,980		\$3,980
Progress Meeting	20							20	\$3,980	\$528	\$4,508
Total	104	4	3	32	0	0	0	143	\$31,395	\$1,056	\$32,451
Numerical Model Development											
Initial Numerical Model Setup	40		12	60				112	\$27,664		\$27,664
Numerical Model Calibration and Verification	90		2	120				212	\$50,344		\$50,344
Progress Meeting and TVGMD Board Meeting	20							20	\$3,980	\$528	\$4,508
Total	150	0	14	180	0	0	0	344	\$81,988	\$528	\$82,516
Calibrated Numerical Model Initial Simulations											
Predictive Simulations	24		6	120				150	\$38,478		\$38,478
TVGMD Board Meeting	20							20	\$3,980	\$528	\$4,508
Total	44	0	6	120	0	0	0	170	\$42,458	\$528	\$42,986
Model Documentation											
Draft Modeling Report	90	4	4	4			12	114	\$23,330		\$23,330
Final Modeling Report	12	2	2	4			4	24	\$5,324		\$5,324
Model File Transmittal	5							5	\$995		\$995
Total	107	6	6	8	0	0	16	143	\$29,649	\$0	\$29,649
GRAND TOTAL	453	12	31	342	0	0	16	854	\$196,840	\$2,112	\$198,952



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Probation

TIME REQUIRED

SUBJECT Audit Engagement Letter for
Proposition 64, Cohort 2 Grant
(Control, Regulate and Tax Adult Use
of Marijuana Act (AUMA))

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Engagement letter from Price Paige and Company.

RECOMMENDED ACTION:

Approve and authorize Chair to sign Engagement letter from Price Paige and Company.

FISCAL IMPACT:

Contract with Price Paige and Company is \$12,000 for Prop 64 Cohort 2 audit. This has been budgeted for and will be paid with Prop 64 Cohort 2 funding.

CONTACT NAME: Jeff Mills

PHONE/EMAIL: 760-932-5573 / jlmills@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Engagement Letter
<input type="checkbox"/> Contract

History

Time	Who	Approval
10/22/2024 12:17 PM	County Counsel	Yes

10/28/2024 3:20 PM

Finance

Yes

10/29/2024 11:31 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

Date: November 5, 2024
To: Honorable Board of Supervisors
From: Karin Humiston, Chief of Probation
SUBJECT: Engagement Letter with Price Paige & Company.

RECOMMENDATION: Approve and authorize Chair Peters to sign engagement letter.

DISCUSSION:

Proposition 64, the *Control, Regulate and Tax Adult Use of Marijuana Act (AUMA)* Cohort 2 grant ended April 30, 2024. As part of the grant requirements, we must have this grant audited.
We have contracted with Price Paige & Company to complete the audit. Price Paige & Company has requested the Engagement Letter be signed by Chair Peters.

FISCAL IMPACT:

The cost of the audit is \$12,000. This has been budgeted for and will be paid with Prop 64 grant funding.



October 7, 2024

John Peters, Board Chair
Karin Humiston, Chief Probation Officer
Mono County
Attention: Probation Department
74 N. School Street
Bridgeport, California 93517

We are pleased to confirm our understanding of the services we are to provide for the Mono County Probation Department (County Probation) for the period covering May 1, 2021 to April 30, 2024.

Audit Scope and Objectives

We will audit the Board of State and Community Corrections (BSCC) funded Prop 64 Cohort 2 Grant (the Prop 64 Grant) and the disclosures, for the period covering May 1, 2021 to April 30, 2024.

The objectives of our audit are to obtain reasonable assurance as to whether the Prop 64 Grant as a whole is free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your Prop 64 Grant is fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Prop 64 Grant Schedule.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the Prop 64 Grant Schedule in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Prop 64 Grant

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Prop 64 Grant and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Prop 64 Grant Schedule, including the disclosures, and determine whether the Prop 64 Grant Schedule represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Prop 64 Grant Schedule is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611

tel 559.299.9540

fax 559.299.2344

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Prop 64 Grant. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk of material misstatement as part of our audit planning:

- Management override of controls

Our audit of the Prop 64 Grant Schedule does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Prop 64 Grant, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Prop 64 Grant and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Prop 64 Grant. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the Prop 64 Grant is free of material misstatement, we will perform tests of County Probation's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Prop 64 Grant

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of the Prop 64 Grant Schedule that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the Prop 64 Grant Schedule and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of Prop 64 Grant Schedule, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general

and subsidiary ledgers. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Prop 64 Grant Schedule, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the Prop 64 Grant Schedule; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the Prop 64 Grant Schedule to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Prop 64 Grant Schedule taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Prop 64 Grant. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the Prop 64 Grant Schedule and related notes of the Prop 64 Grant in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the Prop 64 Grant Schedule and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with all nonaudit services we provide and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Electronic Data Communication and Storage and Use of Third-Party Service Provider

In the interest of facilitating our services to the entity, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the entity may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited Prop 64 Grant, including the Prop 64 Grant Schedule published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to County Probation; however, management is responsible for distribution of the reports and the Prop 64 Grant Schedule. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Price Paige & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Price Paige & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date.

ShareFile is used solely as a method of exchanging information and is not intended to store County Probation's information. Upon completion of the engagement, data and other content will be removed from ShareFile in accordance with Price Paige & Company's policy.

Fausto Hinojosa, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Price Paige & Company's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for the Prop 64 grant audit is \$12,000. Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs. Our fees for these services will be billed at the hourly billing rates for the individual involved, plus out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT

TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Reporting

We will issue a written report upon completion of our audit of the Prop 64 Grant's Schedule. Our report will be addressed to Board of Supervisors of Mono County, California. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the Prop 64 Grant Schedule and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the Prop 64 Grant Schedule as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that County Probation is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to County Probation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please return a signed copy to us at your earliest convenience.

Very truly yours,



Fausto Hinojosa, CPA, CFE
Price Paige & Company

RESPONSE:

This letter correctly sets forth the understanding of the **Mono County Probation Department**.


Karin Humiston (Oct 16, 2024 16:43 PDT)

Chief Probation Officer Oct 16, 2024

Management Signature

Title

Date

Governance Signature

Title

Date

**AGREEMENT BETWEEN COUNTY OF MONO
AND PRICE PAIGE & COMPANY
FOR THE PROVISION OF PROFESSIONAL AUDIT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of professional audit of Price Paige & Company certified public accountants (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 Probation, 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 September 1, 2024, to June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$12,000.00, not to exceed \$12,000.00 in any twelve-month period, 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 five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

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:
Probation Department
Attn: Chief of Probation
P.O. Box 596
Bridgeport, CA 93517
760-932-5570, khumiston@mono.ca.gov

Contractor:
Price Paige & Company
Attn: Fausto Hinojosa, CPA, CFE
570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611
559-299-9540, fausto@ppcpas.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

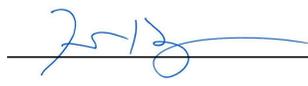
This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, 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: 
Karin Humiston (Sep 25, 2024 09:38 PDT)
Name: Karin Humiston
Title: Chief of Probation
Date: Sep 25, 2024

By: 
Name: Fausto Hinojosa
Title: Managing Partner
Date: October 17, 2024

APPROVED AS TO FORM:



County Counsel

APPROVED BY RISK MANAGEMENT:



Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND PRICE PAIGE & COMPANY
FOR THE PROVISION OF PROFESSIONAL AUDIT SERVICES**

TERM:

FROM: SEPTEMBER 1, 2024 TO: JUNE 30, 2025

SCOPE OF WORK:

Standards/Publications to be Followed

The financial and compliance audits will be performed in accordance with the following auditing standards:

- Generally Accepted Auditing Standards (AICPA)
- Government Auditing Standards (U.S. Comptroller General)
- All other applicable federal, state and local laws and regulations

Services to be Performed

The following services will be provided to County Probation for the period covering May 1, 2021 to April 30, 2024.

1. We will audit County Probation's Proposition 64 Public Health and Safety Grant Cohort 2 in accordance with Generally Accepted Auditing Standards (GAAS) in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
2. We will express an opinion on the financial statement(s) as to whether they present fairly, in all material respects, the financial position of County Probation and the changes in financial position in conformity with generally accepted accounting principles (GAAP), and issue an independent auditor's report stating this opinion.
3. We will test internal control over financial reporting and compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters, in accordance with Government Auditing Standards.
4. We may provide management letters that would include findings, observations, opinions, comments and/or recommendations with regard to systems of internal control, accounting systems compliance with laws, rules and regulations, or any other matters that may come to our attention during the course of the audit.
5. We will prepare a written letter of communication to the audit committee that will include the following:
 - 1) auditor's responsibility under generally accepted auditing standards, 2) significant accounting policies, 3) management judgments and accounting estimates, 4) significant audit adjustments, 5) disagreements with management, 6) management consultation with other accountants and 7) difficulties encountered in performing the audit.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND PRICE PAIGE & COMPANY FOR
THE PROVISION OF PROFESSIONAL AUDIT SERVICES**

TERM:

FROM: SEPTEMBER 1, 2024 TO: JUNE 30, 2025

SCHEDULE OF FEES:

The maximum total fee is \$12,000.

These fees are made with the following assumptions: 1) the books of the County Probation's Proposition 64 Public Health and Safety Grant Cohort 2 will be properly closed and reconciled, 2) records will be complete and readily available at the start of the engagement and 3) representations made to us during this proposal process will remain effective throughout the engagement.

In the event disclosures in the audit engagement indicate extraordinary circumstances that warrant more intensive and detailed services, we will provide to management in writing and in advance the reasons for the additional services together with the firm's estimate of costs, and a statement that no work will be performed without advance approval by the Auditor. Any and all additional work as agreed in advance by the Auditor will be compensated for at the same rate as the services in this Agreement.

See Attachment B1, incorporated herein by this reference (optional).



PRICE PAIGE & COMPANY
Certified Public Accountants

PROPOSAL FOR PROFESSIONAL AUDIT SERVICES

FOR

MONO COUNTY PROBATION – BSCC PROP 64 COHORT 2 HEALTH AND SAFETY GRANT

FOR THE PERIOD COVERING
MAY 1, 2021 TO APRIL 30, 2024



PROBATION



Submitted
August 14, 2024

By

Fausto Hinojosa, CPA, CFE
Managing Partner
Price Paige & Company
Certified Public Accountants

570 N. Magnolia Ave., Ste. 100
Clovis, California 93611
Phone: 559-299-9540
Fax: 559-299-2344
Email: fausto@ppcpas.com
Website: www.ppc.cpa
License No: 66479
Federal ID No: 87-3267876

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The Place to Be

August 14, 2024

Robert Lawton, County Administrative Officer
Mono County
74 N. School Street
Bridgeport, CA 93517

Dear Mr. Lawton and Auditor Selection Committee:

Thank you for considering Price Paige & Company for your audit services. It is our pleasure to present to you our proposal to provide professional audit services to Mono County Probation (County Probation) for BSCC Proposition 64 Cohort 2 Health and Safety Grant the period covering May 1, 2021 to April 30, 2024. When presented with viable alternatives, it is not always easy for entities such as County Probation to identify the accounting firm that can best meet their overall auditing needs. Over the past 45 years, we have developed significant expertise in governmental accounting. Our knowledge of the governmental environment and operations has allowed us to develop more robust audit procedures that enhance the quality of our audits.

Our audit professionals are highly qualified and have extensive experience and expertise in governmental auditing and accounting. The firm has been a member of the AICPA Government Audit Quality Center for several years, and all our accountants take a minimum of 80 hours of continuing professional education every two years specifically related to the auditing and accounting services we provide. This commitment to learning yields a direct benefit to the clients we work with. Additionally, our firm has a well-earned reputation for ensuring audit engagements are performed in accordance with professional standards and, just as importantly, on time. We are committed to communicating effectively to ensure that we address your questions comprehensively. As demonstrated by our resumes and considerable involvement by the firm's audit partner, we feel that our firm has the resources, knowledge and expertise to meet and service the needs of County Probation. We can assure you that we fully understand the scope of work to be performed, and we wish to emphasize our commitment to meeting and exceeding all your expectations. We are committed to providing these services in accordance with County Probation's required timelines. Additional information about our firm's audit department and the services we offer can be found on our website, www.ppc.cpa.

We trust that this proposal to provide professional audit services will adequately summarize our approach to client service and identify those attributes that set Price Paige & Company apart from others. We appreciate the opportunity to submit this proposal to serve you and would be pleased to furnish any additional information regarding our firm or answer any other specific questions or concerns you may have. I am a managing partner for our firm, and I am authorized to make representations regarding this proposal. I may be reached at (559) 299-9540 or via email at fausto@ppcpas.com.

Sincerely,

Fausto Hinojosa, CPA, CFE
Managing Partner/Audit Partner
Price Paige & Company
Certified Public Accountants

570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611

tel 559.299.9540

fax 559.299.2344

FIRM HISTORY AND QUALIFICATIONS

Established in 1976 and located in Clovis, California, Price Paige & Company consists of five owners (partners) each of whom is a Certified Public Accountant. The partners of the firm have more than 90 years of combined experience in public accounting. Our firm is comprised of over 50 professional, paraprofessional and administrative staff. More than 50% of Price Paige & Company's practice is in auditing and attestation services, primarily in the governmental and not-for-profit sectors. In addition, we provide services to many businesses in accounting, tax and management consultation in all areas.

Price Paige & Company is recognized in the community and by our peers as experts in the areas of governmental and not-for-profit auditing, attestation and accounting. Our proven commitment to excellence allows us to work with clients in the timeliest and most cost-effective manner possible. Our auditors are not seasonal; that is, they are not "tax accountants" who perform audits in the "off-season." They focus exclusively on providing audit services, and they receive over 80 hours of continuing education every two years, specifically related to improving their audit skills. The experience of our team allows us to conduct very efficient and effective audits.

We currently provide auditing, attestation and accounting services to more than 60 governmental agencies and 75 not-for-profit organizations annually, many of which are federal single audits. The breadth and scope of single audits we have conducted is significant, and we have experience auditing organizations with an excess of \$100 million dollars of federal funding.

We will assign a team of personnel from our firm to your account to provide the range of services you have requested. This team is kept abreast of any significant developments that arise through our normal association with you. The most important aspect of this approach is to provide continuity to the engagement. We understand that the audit process requires two-way communication, and we accept our responsibility to listen to our client's concerns and deliver timely and effective solutions.

Proactive Rather than Reactive Approach to Client Service

A primary objective of our client service is to make positive contributions to our client's profitable operations, organizational efficiency and productivity. We work hard at anticipating problems and ensuring there are no surprises. We are creative and will always present alternatives for our client's evaluation rather than relying on the "textbook" solution. We will schedule frequent meetings and utilize our management recommendation letters as tools for communication with you.

Smart Technologies

We use sophisticated data analysis software (IDEA) that allows us to perform specific fraud-detection tests on large amounts of data; in some cases, testing 100% of the transaction population. Some of the specific tests we perform include the following: duplicate payment tests, matching of employee and vendor addresses to identify potential conflicts and review of purchase orders to identify potential bid splitting. We believe our creative use of this value-added software tool allows us to perform more effective audits and gives our clients increased confidence in their financial reporting. For example, we have successfully implemented this data analysis software and testing at Fresno Unified School District, which is the third largest school district in the state, with a budget in excess of two billion dollars.

All our audit engagements are performed utilizing a paperless and digital approach. Our auditing software allows us to increase our efficiency and provide a streamlined workflow. Documents and files can easily be retrieved and forwarded to our clients without the need for photocopying.

External Peer Review

The successful peer reviews our firm has received and our Engagement Quality Control Review program serve as evidence of our commitment to meeting the standards of care and performance applicable to our auditing, attestation and accounting practice, which demonstrate the extra measures we take to ensure continued successful compliance with our client's expectations about our quality and competence.

For your consideration, a copy of the firm's Peer Review Report is included in this proposal as listed on the table of contents. The firm received a "pass" report, and the review included specific not-for-profit, governmental and Uniform Guidance engagements.

We Conduct Peer Reviews

In addition to receiving successful peer reviews, **Price Paige & Company also conducts peer reviews** of other accounting firms. Essentially, we "audit" other auditors to ensure auditing and accounting standards are met. Being a peer reviewer requires us to understand the technical accounting rules, especially in the governmental and not-for-profit environments. We leverage our experience as technical peer reviewers in our audit engagements so that we can perform effective and efficient audits for all our clients.

Mandatory Qualifications

Licensure and Certification — The associates of Price Paige & Company are licensed Certified Public Accountants, certified by the California State Board of Accountancy (License #PART 8241). All team members assigned to the engagement comply with the 80-hour continuing education requirements promulgated by *Government Auditing Standards* issued by the U.S. Government Accountability Office.

Independence — Our firm is independent with respect to County Probation as defined by applicable standards generally accepted in the United States as well as *Government Auditing Standards* issued by the U.S. Government Accountability Office.

No Conflict of Interest — Our firm's established policy is that we do not submit proposals for auditing, attestation or accounting services if there is a known conflict of interest with the potential client. There are no current or potential conflicts of interest with anyone (employees, management, officers or directors) within County Probation.

No Disciplinary Actions — Price Paige & Company has **never had any disciplinary actions** taken nor are any pending with the Federal or State regulatory bodies or professional organizations. In addition, we are pleased to affirm that we have never had an unresolved dispute related to accounting or auditing matters that resulted in disengagements. We work closely with our clients to develop solutions that are consistent with the accounting rules and auditing standards issued by the U.S. Government Accountability Office.

Additional Confirmations of Understanding

File Retention — We will retain working papers for seven (7) years following the completion of the audit.

Equal Opportunity Employer — Price Paige & Company is an equal opportunity employer. All employees are treated on their merits, without regard to race, age, sex, marital status or other factors not applicable to their position. Employees are valued according to how well they perform their duties, their demonstrated abilities and their enthusiasm toward maintaining the firm's standards of service.

Liability Coverage — Price Paige & Company maintains comprehensive General Liability Coverage and Errors and Omissions Insurance with a limit of at least \$3,000,000. All required certificates of insurance will be provided to County Probation's management, should our firm be the successful bidder.

VALUE-ADDED SERVICES AND SUPPORT

The role of accountants has evolved over time in response to the client's needs. Our firm has made it a practice to be proactive with clients by providing value-added services, all of which are included as part of our audit engagement. Below are some of the value-added benefits that we provide to our clients at **no additional charge**.

Consultation on Accounting Matters

We provide our clients with guidance on technical accounting matters. We encourage our clients to communicate with us regarding any technical accounting matter, as it allows us to be proactive in the audit process. If the technical accounting questions are outside the scope of the audit or require significant research, we will communicate with management the appropriate cost for their approval before proceeding with any additional services.

Client Training

We believe it is important to give our clients access to a full range of information to help them stay aware of current accounting developments and financial reporting issues. As part of our client service program, we will periodically hold client training seminars and summary courses aimed at providing our clients with an understanding of relevant accountancy issues. Training sessions we have offered included the following topics: understanding and mitigating the risk of fraud, reading and understanding governmental and non-profit financial statements and understanding the impact of unrelated business taxable income activities.

At the request of our clients, we expect to offer more client training sessions on some of the following topics in the future:

- current and pending government accounting pronouncements,
- differences in grant accounting vs. GAAP accounting,
- understanding the risk of fraud in an organization.

As part of the value-added service included in our client engagements, we invite our clients and their board members to attend the training sessions, which we anticipate offering remotely through webinar or digital conferences.

Approach to Communication and Expectations of Our Clients

In order to meet and exceed your expectations, we are diligent about maintaining open communication throughout the entire engagement. In our experience, this results in a more effective engagement. Our approach depends on the timely response and assistance of County Probation. This cooperation will further ensure our work is completed in an efficient and cost-effective manner.

Additional Services Provided

In addition to financial statement audits, we also offer the following services: Internal Control Reviews, Forensic Accounting, Fraud Investigations, Agreed-Upon Procedures, Financial Statement Reviews and Financial Statement Compilations.

TEAM QUALIFICATIONS AND EXPERIENCE

We have an outstanding team of professionals who have established themselves as qualified competent individuals. We can assure you that each of our professionals is experienced in governmental accounting, GASB accounting pronouncements and Single Audit requirements. Following is a brief overview of their experience. Detailed experience for each of these professionals can be found in Team Resumes as listed on the table of contents.

Years of Auditing / Accounting Experience

Audit Partner

Fausto Hinojosa, CPA, CFE 34

Audit Manager

Kristin Torres, CPA 10

Availability of Personnel and Time Requirements

Our level of staffing is more than sufficient to ensure that you receive a timely, efficient service. Should any of the above members of our team become unavailable, we will provide another equally qualified individual from our firm.

Continuity of Professional Staff and Succession Planning

Continuity of staff on engagements is as important to us as it is to our clients. Continuity promotes a thorough understanding of your needs and goals and helps us help you. A smooth transition from your existing firm to our firm will be accomplished as follows:

Communication — We stress communication early on with your staff to determine expectations, time frame for delivery of information and our extent and availability of assistance. We provide a written list of detailed information needed during our engagement, including critical due dates.

Experience — Members of our engagement team are very experienced in the operational, administrative and accounting and compliance issues related to governmental entities and related grants.

Quality — The firm maintains a rigorous quality control review process that includes not only a detailed review by a quality control manager and engagement partner but also an Engagement Quality Control Review (EQCR) as defined by AICPA standards.

Audit Approach — Our audit approach emphasizes effective up-front planning to identify issues for timely resolution.

TEAM RESUMES



FAUSTO HINOJOSA

Certified Public Accountant
Certified Fraud Examiner
California License # 66479

Present Position

Managing Partner/Audit Partner

Education and Experience

Fausto is Managing Partner in charge of audit and forensic consulting engagements for Price Paige & Company. For over thirty years his practice has focused on audit and accounting, fraud investigation, forensic consulting, and litigation support services. Fausto serves as the Managing Partner for the Firm and is responsible for providing strategic leadership. He has worked professionally in the accounting field since graduating from California State University, Fresno, in 1990. He became a Certified Public Accountant in 1994 and a shareholder with Price Paige & Company in 1997. A Certified Fraud Examiner, Fausto has investigated numerous allegations of fraud and has been designated a fraud expert in various legal proceedings.

After more than 30 years in the profession, Fausto has developed significant expertise specifically in the areas of audit risk assessment, governmental and not-for-profit auditing, fraud detection and prevention, federal/state grant compliance and internal controls.

Fausto is the former Chair of the local Government Accounting and Auditing Committee for the California Society of CPAs and currently serves on the state committee. In addition, Fausto is a reviewer for the Government Finance Officers Association "Certificate of Achievement for Excellence in Financial Reporting" program. As the former Chair for the State Board of Accountancy Qualifications Committee, Fausto conducted audit workpaper reviews of CPA candidates in order to make licensure recommendations to the Committee.

Fausto is a former Adjunct Professor at Fresno Pacific University, where he taught an upper-division auditing course. He is a frequent lecturer to the California Society of CPAs and other professional organizations, business and civic groups on governmental and not-for-profit accounting and auditing, preventative fraud measures and the unique audit requirements for federal award programs under the Single Audit Act.

Professional Organizations and Community Involvement

- California Board of Accountancy Peer Review Oversight Committee — Vice Chair
- State Board of Accountancy Qualifications Committee — Past Chair
- Fresno Chapter of California Society of CPAs — Past President
- Association of Certified Fraud Examiners — Member
- American Institute of Certified Public Accountants — Member
- Government Accounting and Auditing Committee of the Fresno Chapter — Past Chair
- State Government Accounting and Auditing Committee of the California Society of CPAs — Member
- Government Finance Officers Association – ACFR Reviewer



KRISTIN TORRES

Certified Public Accountant
California License # 142761

Present Position

Audit Manager

Education and Experience

Kristin began her accounting career after receiving a Bachelor of Science in Business Administration with an option in Accountancy and graduating from California State University, Fresno. Kristin received her Certified Public Accountant license in February of 2020.

Kristin was hired in December 2014 and has provided invaluable assistance on numerous governmental, and not-for-profit audits (county and municipal), which includes single audit compliance and preparation of financial statements that comply with required GASB standards. Since joining our audit team, she has been the in-charge auditor for County of Mono, County of Inyo, and the City of Mendota, along with other various audit projects for transportation agencies and other governmental audits.

Her background as in-charge auditor includes assessing and evaluating the risks of material misstatements unique to an entity's activity and environment, developing audit procedures, providing guidance to the audit team to effectively and efficiently complete audits, and effectively communicating the audit results with management and those charged with governance in accordance with Generally Accepted Auditing Standards, OMB Uniform Guidance 2 CFR 200 Subpart F, and GAAP.

Community and Affiliations

Kristin is a member of the American Institute of Certified Public Accountants, California Society of CPAs, Treasurer of the Fresno Chapter of the California Society of CPAs and is currently serving on the Board of Directors as the Treasurer for Arte Americas. She formerly served on the State-Wide California Society of CPAs Committee for Young and Emerging Professionals.

Continuing Education

Kristin is in compliance with the continuing education requirements of the AICPA and Government Auditing Standards. Continuing professional education courses and seminars recently attended include: *SAS 145 Update*, *GASB 96 Update*, *GASB 87 Leases*, and *Yellow Book & Single Audit Deficiencies*. She also served as an instructor for *Accounting for Governmental Assets & Liabilities* during an in-house continuing education seminar.

RELEVANT PRIOR EXPERIENCE

After evaluating our relevant experience, we are certain you will agree that Price Paige & Company is highly qualified to serve you. We have been successfully performing audit and attestation engagements since 1976. We have since continued to build on our reputation as a well-respected firm in and around the San Joaquin Valley and throughout California, with the qualifications and experience necessary to provide unequalled performance. Following is a list of several of our clients for whom we have provided similar services and our primary contact for each:

Reference Name: County of Mono

Contact: Janet Dutcher, Director of Finance

Address: P.O. Box 556, Bridgeport, CA 93517

Phone: (760) 932-5494

Email: jdutcher@mono.ca.gov

Service Provided: ACFR (Single Audit/Uniform Guidance), Agreed-Upon Procedures GANN Limit Calculation, Treasury Oversight Committee Examination, Advisory Services

Dates: June 30, 2018 through Present

Reference Name: County of Inyo

Contact: Amy Shepherd, Auditor/Controller

Address: P.O. Drawer R, Independence, CA 93526

Phone: (760) 878-0253

Email: ashepherd@inyocounty.us

Service Provided: Financial Statement Audit (Single Audit/Uniform Guidance), Agreed-Upon Procedures GANN Limit Calculation, Treasury Oversight Committee Examination, Advisory Services, Internal Control Review

Dates: June 30, 2020 through Present

SCOPE OF SERVICES

As our experience indicates, we clearly understand the scope of services to be provided. You can be assured that we will design a service-specific approach to ensure compliance with all applicable standards and ensure that County Probation receives high-quality, efficient and effective service.

Standards/Publications to be Followed

The financial and compliance audits will be performed in accordance with the following auditing standards:

- ♦ Generally Accepted Auditing Standards (AICPA)
- ♦ *Government Auditing Standards* (U.S. Comptroller General)
- ♦ All other applicable federal, state and local laws and regulations

Services to be Performed

The following services will be provided to County Probation for the period covering May 1, 2021 to April 30, 2024.

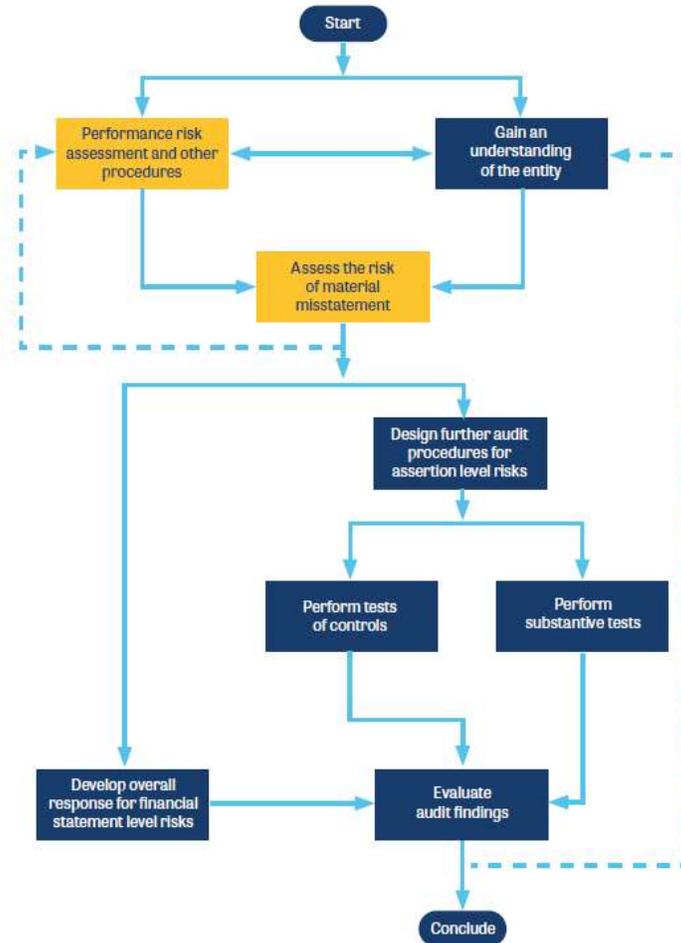
1. We will audit County Probation's Proposition 64 Public Health and Safety Grant Cohort 2 in accordance with Generally Accepted Auditing Standards (GAAS) in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.
2. We will express an opinion on the financial statement(s) as to whether they present fairly, in all material respects, the financial position of County Probation and the changes in financial position in conformity with generally accepted accounting principles (GAAP), and issue an independent auditor's report stating this opinion.
3. We will test internal control over financial reporting and compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters, in accordance with *Government Auditing Standards*.
4. We may provide management letters that would include findings, observations, opinions, comments and/or recommendations with regard to systems of internal control, accounting systems compliance with laws, rules and regulations, or any other matters that may come to our attention during the course of the audit.
5. We will prepare a written letter of communication to the audit committee that will include the following:
 - 1) auditor's responsibility under generally accepted auditing standards, 2) significant accounting policies, 3) management judgments and accounting estimates, 4) significant audit adjustments, 5) disagreements with management, 6) management consultation with other accountants and 7) difficulties encountered in performing the audit.

AUDIT APPROACH

We are confident that we will provide high-quality services based on our experience in working with municipalities of similar size and scope to yours. Our high client satisfaction rate can be attributed to our effective communication and our efficient proprietary audit methodology.

Audit Procedures and Phases of the Engagement

Price Paige & Company provides value to our clients by creating a custom audit approach that is based on a client's specific needs, risks and opportunities. Our audit approach under generally accepted audit standards is depicted in the graphic below.



Our professional responsibility is to obtain sufficient audit evidence before an opinion is rendered on any financial statement. To achieve this, we will conduct our work in the following phases:

- ♦ Audit Planning and Risk Assessment
- ♦ Year-End Fieldwork
- ♦ Reporting
- ♦ Audit Focus
- ♦ Closing Conferences and Formal Presentation

Details about each of these phases are listed on the on the following pages.

Audit Planning and Risk Assessment

No other phase of the process affects the success of an engagement more than the time spent on planning the general scope and direction of the audit, including assessing the risks of financial statement misstatements. We will schedule audit planning and interim fieldwork to be done prior to final fieldwork with your personnel.

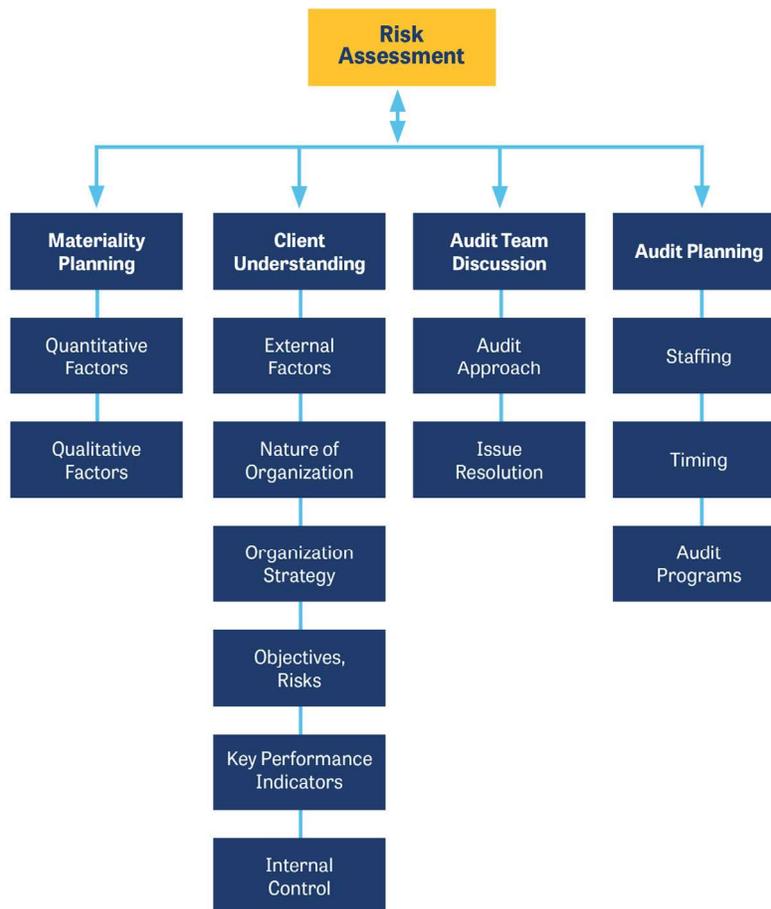
We will hold a planning session with the key members of our engagement team and your personnel.

During our planning session with management, we will also address AU-C Section 240, "Consideration of Fraud in a Financial Statement Audit." This auditing standard requires that we conduct certain meetings and interviews and perform and document certain procedures for identifying and responding to fraud risks.

As part of the audit planning and risk assessment phase of the audit, we will request a meeting with management to discuss our planned audit approach and any significant audit and accounting issues, as well as address any concerns.

As part of that process, we will conduct a pre-audit conference with appropriate management personnel to discuss the scope and timing of the audit.

The risk assessment audit standards require assessments based on an understanding of the internal controls over your financial reporting and our determination of the areas that present risks of material misstatement to your financial statements. We will then design our audit approach to include tests of the specific internal controls and substantive audit procedures that are tailored to the identified risks. Our risk assessment includes consideration of the factors depicted on the chart below.



Year-End Fieldwork

During the year-end phase of our audit, we will complete our audit work based on the audit programs designed specifically for County Probation. This will include the results of our risk assessment and interim testing results, and we will issue a report on the financial statements in a timely and efficient manner.

Reporting

This phase will include the following:

- ♦ reviewing the financial statements and reconciling them to underlying audited records,
- ♦ evaluating the financial statements for compliance with GAAP requirements,
- ♦ formulating an opinion as to the fair presentation of the financial statements and
- ♦ preparing management letter with recommendations and communication letter to management.

We will immediately submit to management a written report of all irregularities and illegal acts, or indications of illegal acts, of which we become aware.

Closing Conferences and Formal Presentation

We believe regular communication with management will be a critical part of the success of our audit engagement. Therefore, we will provide regular updates to management regarding the progress of the audit during meetings with key personnel.

Additionally, the engagement partner will meet with management to review any potential adjusting journal entries, drafts of the management comment letter, communication with those charged with governance (AU-C 260) letters and a draft of the financial statements.

We will complete our work in sufficient time to meet the applicable deadlines. If required, we will make a formal presentation of the audit results and reports to management and will remain available to respond to their questions.

COST PROPOSAL

Our total all-inclusive maximum proposed fee is \$12,000. This fee is based upon our current understanding of the work to be performed as outlined under the Scope of Services are a "Total All-Inclusive Maximum Fee" for these services.

These fees are made with the following assumptions: 1) the books of the County Probation's Proposition 64 Public Health and Safety Grant Cohort 2 will be properly closed and reconciled, 2) records will be complete and readily available at the start of the engagement and 3) representations made to us during this proposal process will remain effective throughout the engagement.

In the event disclosures in the audit engagement indicate extraordinary circumstances that warrant more intensive and detailed services, we will provide to management in writing and in advance the reasons for the additional services together with the firm's estimate of costs, and a statement that no work will be performed without advance approval by the Auditor. Any and all additional work as agreed in advance by the Auditor will be compensated for at the same rate quoted in this cost proposal.



Report on the Firm's System of Quality Control

Price, Paige & Company A C

Clovis, California;

and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Price, Paige & Company A C (the firm) in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

CPAs ■ Advisors

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CPAmerica
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PEER REVIEW REPORT (Continued)

Peer Review Report
Page 2 of 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Price, Paige & Company A C in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Price, Paige & Company A C has received a peer review rating of *pass*.

GYL LLP

Ontario, California
November 19, 2021

GYL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 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 8/31/2024.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 8/31/2024.

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
Treasury Transaction Report for the month ending 8/31/2024

History

Time	Who	Approval
10/22/2024 12:16 PM	County Counsel	Yes
10/28/2024 3:14 PM	Finance	Yes
10/29/2024 11:22 PM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2024, End Date: 8/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	8/1/2024	3582326X9	500,000.00	Fresno USD 1.687 8/1/2029	87.81	439,045.00	0.00	4.43	439,045.00
Buy	8/1/2024	697511FG3	500,000.00	Palomar Comm College Dist 1.836 8/1/2029	88.58	442,895.00	0.00	4.41	442,895.00
Buy	8/1/2024	368079JD2	300,000.00	Gavilan Joint Comm College Dist 4 8/1/2029	98.09	294,264.00	0.00	4.43	294,264.00
Buy	8/1/2024	368079JD2	500,000.00	Gavilan Joint Comm College Dist 4 8/1/2029	98.09	490,440.00	0.00	4.43	490,440.00
Buy	8/8/2024	037833EN6	500,000.00	Apple Inc. 3.25 8/8/2029	96.00	480,000.00	0.00	4.14	480,000.00
Buy	8/20/2024	80467PEC2	590,000.00	Savanna School District 1.791 8/1/2029	89.46	527,825.80	557.70	4.17	528,383.50
Subtotal			2,890,000.00			2,674,469.80	557.70		2,675,027.50
Deposit	8/16/2024	31846V203	1,000,000.00	First American Gov Fund MM	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	8/30/2024	CAMP60481	168,013.50	California Asset Management Program LGIP	100.00	168,013.50	0.00	0.00	168,013.50
Deposit	8/30/2024	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	8/30/2024	OAKVALLEY0670	19,964.99	Oak Valley Bank Cash	100.00	19,964.99	0.00	0.00	19,964.99
Deposit	8/30/2024	OAKVALLEY0670	18,937,754.97	Oak Valley Bank Cash	100.00	18,937,754.97	0.00	0.00	18,937,754.97
Deposit	8/31/2024	31846V203	14,272.14	First American Gov Fund MM	100.00	14,272.14	0.00	0.00	14,272.14
Subtotal			22,140,005.60			22,140,005.60	0.00		22,140,005.60
Total Buy Transactions			25,030,005.60			24,814,475.40	557.70		24,815,033.10
Interest/Dividends									
Interest	8/1/2024	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	697.88	0.00	697.88
Interest	8/1/2024	796711G86	0.00	San Bernardino City USD 0.984 8/1/2024		0.00	1,648.20	0.00	1,648.20
Interest	8/1/2024	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	1,015.10	0.00	1,015.10
Interest	8/1/2024	798189PW0	0.00	San Jose Evergreen Community College Dist 1.908 8/		0.00	2,385.00	0.00	2,385.00
Interest	8/1/2024	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	930.51	0.00	930.51
Interest	8/1/2024	630362ER8	0.00	Napa Valley Unified School District 1.094 8/1/2026		0.00	2,735.00	0.00	2,735.00
Interest	8/1/2024	845389JH9	0.00	Southwestern Community College GO 0.891 8/1/2025		0.00	2,227.50	0.00	2,227.50
Interest	8/1/2024	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	930.51	0.00	930.51



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2024, End Date: 8/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/1/2024	21056RAC3	0.00	Consumers Federal Credit Union 4.55 6/12/2029		0.00	962.23	0.00	962.23
Interest	8/1/2024	9523472G6	0.00	West Contra Costa USD 2.077 8/1/2026		0.00	5,036.73	0.00	5,036.73
Interest	8/1/2024	022555WU6	0.00	Alvord Unified School Dist 1.327 8/1/2026		0.00	4,644.50	0.00	4,644.50
Interest	8/1/2024	601670MH2	0.00	Milpitas USD 0.943 8/1/2025		0.00	3,300.50	0.00	3,300.50
Interest	8/1/2024	742718FV6	0.00	Proctor & Gamble Co. 1.9 2/1/2027		0.00	4,750.00	0.00	4,750.00
Interest	8/1/2024	080495HP2	0.00	Belmont-Redwood Shores Sch Dist 1.099 8/1/2026		0.00	1,153.95	0.00	1,153.95
Interest	8/1/2024	777526MP6	0.00	Rosemead School District 2.042 8/1/2024		0.00	3,573.50	0.00	3,573.50
Interest	8/1/2024	68283MAP1	0.00	OnPath Federal Credit Union 4.85 7/31/2028		0.00	1,017.44	0.00	1,017.44
Interest	8/1/2024	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	8/1/2024	79730CJL9	0.00	San Diego Public Facs Fing Auth Wtr Rev 2.003 8/1/		0.00	5,007.50	0.00	5,007.50
Interest	8/1/2024	098203VW9	0.00	Bonita Unified School District 1.054 8/1/2025		0.00	1,317.50	0.00	1,317.50
Interest	8/1/2024	250433TY5	0.00	Desert Sands Unified School District 1.544 8/1/202		0.00	2,354.60	0.00	2,354.60
Interest	8/1/2024	17741RGC6	0.00	Citrus Community College GO 0.819 8/1/2025		0.00	1,433.25	0.00	1,433.25
Interest	8/1/2024	010878BF2	0.00	County of Alameda 3.46 8/1/2027		0.00	8,650.00	0.00	8,650.00
Interest	8/1/2024	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	8/1/2024	786318LF0	0.00	Saddleback Valley School Dist 2.4 8/1/2027		0.00	6,000.00	0.00	6,000.00
Interest	8/1/2024	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	941.08	0.00	941.08
Interest	8/1/2024	275282PT2	0.00	East Side Union High School District 1.331 8/1/202		0.00	3,327.50	0.00	3,327.50
Interest	8/1/2024	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	8/1/2024	796720PB0	0.00	San Bernardino Ca Cmnty CLG Dist 1.097 8/1/2026		0.00	1,371.25	0.00	1,371.25
Interest	8/1/2024	796720MG2	0.00	San Bernardino Community College District 2.044 8/		0.00	2,555.00	0.00	2,555.00
Interest	8/1/2024	088023PK6	0.00	Beverly Hills USD 2.65 8/1/2025		0.00	6,625.00	0.00	6,625.00
Interest	8/1/2024	797272QS3	0.00	San Diego Community College Dist 2.407 8/1/2027		0.00	12,035.00	0.00	12,035.00
Interest	8/1/2024	357155BA7	0.00	Fremont Unified School District 1.113 8/1/2027		0.00	1,669.50	0.00	1,669.50



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2024, End Date: 8/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/1/2024	098203VV1	0.00	Bonita Unified School District 0.58 8/1/2024		0.00	725.00	0.00	725.00
Interest	8/1/2024	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	8/1/2024	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	951.66	0.00	951.66
Interest	8/1/2024	797508HG6	0.00	San Dieguito UHSD 1.94 8/1/2027		0.00	3,734.50	0.00	3,734.50
Interest	8/2/2024	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	8/5/2024	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	676.73	0.00	676.73
Interest	8/7/2024	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	8/7/2024	90355GKU9	0.00	UBS Bank USA 4.1 2/7/2029		0.00	867.07	0.00	867.07
Interest	8/7/2024	3133EPSK2	0.00	FFCB 4.25 8/7/2028		0.00	21,250.00	0.00	21,250.00
Interest	8/8/2024	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	1,015.10	0.00	1,015.10
Interest	8/8/2024	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	993.95	0.00	993.95
Interest	8/8/2024	29367SJK8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	8/8/2024	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	8/8/2024	037833EB2	0.00	Apple Inc 0.7 2/8/2026-21		0.00	1,750.00	0.00	1,750.00
Interest	8/8/2024	898812AB8	0.00	Tucson Federal Credit Union 4.95 8/8/2028		0.00	1,042.62	0.00	1,042.62
Interest	8/9/2024	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	884.65	0.00	884.65
Interest	8/10/2024	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	898.79	0.00	898.79
Interest	8/10/2024	291916AL8	0.00	Empower Federal Credit Union 4.6 5/24/2029		0.00	972.81	0.00	972.81
Interest	8/10/2024	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	697.88	0.00	697.88
Interest	8/11/2024	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	8/12/2024	594918BB9	0.00	Microsoft Corp 2.7 2/12/2025-24		0.00	6,750.00	0.00	6,750.00
Interest	8/13/2024	3133EP3B9	0.00	FFCB 4.125 2/13/2029		0.00	20,625.00	0.00	20,625.00
Interest	8/13/2024	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	8/14/2024	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	8/14/2024	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	8/14/2024	88579YBH3	0.00	3M Company 2 2/14/2025-25		0.00	5,000.00	0.00	5,000.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2024, End Date: 8/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/14/2024	12481GAZ0	0.00	CBC Federal Credit Union 4.65 5/14/2029		0.00	983.38	0.00	983.38
Interest	8/14/2024	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	1,004.53	0.00	1,004.53
Interest	8/14/2024	3133EPAV7	0.00	FFCB 3.875 2/14/2028		0.00	19,375.00	0.00	19,375.00
Interest	8/15/2024	78413RAP2	0.00	SCE Federal Credit Union 4.25 2/15/2029		0.00	898.79	0.00	898.79
Interest	8/15/2024	91282CFE6	0.00	T-Note 3.125 8/15/2025		0.00	15,625.00	0.00	15,625.00
Interest	8/15/2024	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	740.18	0.00	740.18
Interest	8/16/2024	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	8/16/2024	3133ENPB0	0.00	FFCB 2.18 2/16/2027-24		0.00	10,900.00	0.00	10,900.00
Interest	8/17/2024	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	951.66	0.00	951.66
Interest	8/18/2024	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	8/18/2024	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	8/18/2024	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	8/19/2024	128829AE8	0.00	Caldwell Bank & Trust Company 1.95 8/19/2024		0.00	2,401.65	0.00	2,401.65
Interest	8/20/2024	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	919.94	0.00	919.94
Interest	8/20/2024	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	930.51	0.00	930.51
Interest	8/21/2024	14042TCB1	0.00	Capital One Bank USA NA 2 8/21/2024		0.00	2,443.29	0.00	2,443.29
Interest	8/21/2024	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	951.66	0.00	951.66
Interest	8/23/2024	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	8/23/2024	07371AYE7	0.00	Beal Bank, a Texas State Bank 1.9 2/17/2027		0.00	2,340.07	0.00	2,340.07
Interest	8/23/2024	75472RAE1	0.00	Raymond James Bank, NA 2 8/23/2024		0.00	2,463.23	0.00	2,463.23
Interest	8/23/2024	07371CE88	0.00	Beal Bank USA 1.9 2/17/2027		0.00	2,340.07	0.00	2,340.07
Interest	8/23/2024	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	8/25/2024	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	951.66	0.00	951.66
Interest	8/25/2024	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	8/26/2024	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	8/26/2024	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2024, End Date: 8/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/26/2024	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	729.60	0.00	729.60
Interest	8/26/2024	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	8/26/2024	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	8/27/2024	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	898.79	0.00	898.79
Interest	8/27/2024	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	157.97	0.00	157.97
Interest	8/27/2024	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	8/27/2024	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	8/28/2024	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	962.23	0.00	962.23
Interest	8/28/2024	09582YAF9	0.00	Blue Ridge Bank 4.2 2/28/2028		0.00	5,109.96	0.00	5,109.96
Interest	8/28/2024	3130AV2P6	0.00	FHLB 5 2/28/2028-25		0.00	25,000.00	0.00	25,000.00
Interest	8/28/2024	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,053.15	0.00	1,053.15
Interest	8/29/2024	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	8/29/2024	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	8/30/2024	29669XAX6	0.00	Essential Credit Union 4.35 7/30/2029		0.00	919.94	0.00	919.94
Interest	8/30/2024	CAMP60481	0.00	California Asset Management Program LGIP		0.00	168,013.50	0.00	168,013.50
Interest	8/30/2024	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	8/30/2024	77357DAB4	0.00	Rockland Federal Credit Union 5 11/30/2028		0.00	1,040.41	0.00	1,040.41
Interest	8/30/2024	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	867.07	0.00	867.07
Interest	8/30/2024	90353EBM4	0.00	USF Federal Credit Union 4.35 7/30/2029		0.00	979.29	0.00	979.29
Interest	8/30/2024	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	8/30/2024	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	930.51	0.00	930.51
Interest	8/30/2024	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,053.15	0.00	1,053.15
Interest	8/30/2024	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	19,964.99	0.00	19,964.99
Interest	8/31/2024	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	8/31/2024	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	919.94	0.00	919.94
Interest	8/31/2024	31846V203	0.00	First American Gov Fund MM		0.00	14,272.14	0.00	14,272.14



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2024, End Date: 8/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/31/2024	472207AJ8	0.00	Jeanne D'Arc Credit Union 4.3 7/31/2029		0.00	909.36	0.00	909.36
Interest	8/31/2024	91282CBQ3	0.00	T-Note 0.5 2/28/2026		0.00	2,500.00	0.00	2,500.00
Interest	8/31/2024	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	941.08	0.00	941.08
Interest	8/31/2024	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	930.51	0.00	930.51
Subtotal			0.00			0.00	486,054.71		486,054.71
Total Interest/Dividends			0.00			0.00	486,054.71		486,054.71
Sell Transactions									
Matured	8/1/2024	796711G86	335,000.00	San Bernardino City USD 0.984 8/1/2024	0.00	335,000.00	0.00	0.00	335,000.00
Matured	8/1/2024	798189PW0	250,000.00	San Jose Evergreen Community College Dist 1.908 8/	0.00	250,000.00	0.00	0.00	250,000.00
Matured	8/1/2024	777526MP6	350,000.00	Rosemead School District 2.042 8/1/2024	0.00	350,000.00	0.00	0.00	350,000.00
Matured	8/1/2024	250433TY5	305,000.00	Desert Sands Unified School District 1.544 8/1/202	0.00	305,000.00	0.00	0.00	305,000.00
Matured	8/1/2024	796720MG2	250,000.00	San Bernardino Community College District 2.044 8/	0.00	250,000.00	0.00	0.00	250,000.00
Matured	8/1/2024	098203VV1	250,000.00	Bonita Unified School District 0.58 8/1/2024	0.00	250,000.00	0.00	0.00	250,000.00
Matured	8/13/2024	15721UDA4	249,000.00	CF Bank 2 8/13/2024	0.00	249,000.00	0.00	0.00	249,000.00
Matured	8/16/2024	740367HP5	249,000.00	Preferred Bank LA Calif 2 8/16/2024	0.00	249,000.00	0.00	0.00	249,000.00
Matured	8/19/2024	128829AE8	247,000.00	Caldwell Bank & Trust Company 1.95 8/19/2024	0.00	247,000.00	0.00	0.00	247,000.00
Matured	8/21/2024	14042TCB1	245,000.00	Capital One Bank USA NA 2 8/21/2024	0.00	245,000.00	0.00	0.00	245,000.00
Matured	8/23/2024	938828BJ8	249,000.00	Washington Federal Bank 2.05 8/23/2024	0.00	249,000.00	0.00	0.00	249,000.00
Matured	8/23/2024	75472RAE1	247,000.00	Raymond James Bank, NA 2 8/23/2024	0.00	247,000.00	0.00	0.00	247,000.00
Matured	8/23/2024	33766LAJ7	249,000.00	Firstier Bank 1.95 8/23/2024	0.00	249,000.00	0.00	0.00	249,000.00
Matured	8/26/2024	208212AR1	249,000.00	Connex Credit Union 0.5 8/26/2024	0.00	249,000.00	0.00	0.00	249,000.00
Subtotal			3,724,000.00			3,724,000.00	0.00		3,724,000.00
Withdraw	8/30/2024	OAKVALLEY0670	17,528,454.78	Oak Valley Bank Cash	0.00	17,528,454.78	0.00	0.00	17,528,454.78
Withdraw	8/31/2024	31846V203	14,272.14	First American Gov Fund MM	0.00	14,272.14	0.00	0.00	14,272.14
Subtotal			17,542,726.92			17,542,726.92	0.00		17,542,726.92
Total Sell Transactions			21,266,726.92			21,266,726.92	0.00		21,266,726.92



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2024, End Date: 8/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
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**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Award Letter for County Financial
Transactions Reporting

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Malia Cohen, California State Controller congratulating Mono County and Finance Director Dutcher on receiving an award for County Financial Transactions Reporting.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
10/28/2024 12:59 PM	County Counsel	Yes
10/28/2024 3:20 PM	Finance	Yes
10/29/2024 8:57 AM	County Administrative Office	Yes



MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

October 22, 2024

Ms. Janet Dutcher, CPA, CGFM
Director of Finance
Mono County
PO Box 556
Bridgeport, CA 93517

SUBJECT: Award for County Financial Transactions Reporting

Dear Director Dutcher:

It is my great pleasure to congratulate Mono County on receiving this Award for County Financial Transactions Reporting for preparing a complete financial transactions report for the fiscal year ended June 30, 2023. Your county met key eligibility criteria to qualify for this award.

Mono County's excellence in reporting helps my team produce accurate local government financial data, which is of vital importance to policymakers, researchers, and constituents throughout California. Thank you for your contribution to the quality and transparency of public finances, which is in line with this year's 79th Annual County Auditors Conference theme, "21st Century Financial Stewardship".

Please convey my congratulations to all county staff who contributed to your success in receiving this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Malia M. Cohen".

Malia M. Cohen

Copy: The Honorable John Peters, Chair, Board of Supervisors
Mono County
Sandra Moberly, MPA, AICP, County Administrative Officer
Mono County



MALIA M. COHEN
 CALIFORNIA STATE CONTROLLER
 300 Capitol Mall, Suite 1850
 Sacramento, CA 95814



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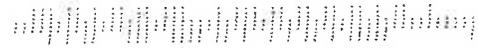
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OCT 25 2024

OFFICE OF THE CLERK

The Honorable John Peters
 Chair, Board of Supervisors
 Mono County
 PO Box 715
 Bridgeport, CA 93517

9351780715 8008





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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Elections

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Clerk-Recorder-
Registrar

SUBJECT Appointments to Special Districts in
Lieu of Election

AGENDA DESCRIPTION:

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

Pursuant to Government Code 1780 and Elections Code Section 10515(b), the Mono County Registrar of Voters is requesting that the Board of Supervisors appoint to office persons who have: (1) filed declarations of candidacy for election but are running unopposed (or the number of vacant seats is equal to or greater than the number of candidates); or (2) applied/been recommended by a special district board to fill vacancies on that board where no candidate has filed a declaration of candidacy; or (3) applied/been recommended by the special district board to temporarily fill a vacancy on that board occurring outside of the election cycle.

RECOMMENDED ACTION:

Appoint members to fill Special District board vacancies as set forth below:

Special District	Name	Term End Date
Antelope Valley Water District	David Park	11/30/2028
	Randall Gilbert	11/30/2028
	Don Harper (2-yr term)	11/30/2026
	Alan Chichester (2-yr term)	11/30/2026
	Harold Curti Jr (2-yr term)	11/30/2026
Antelope Valley Fire Protection District	Kathryn Mandichak	11/30/2028
	Randall Gilbert	11/30/2028
	Don Morris	11/30/2028
Birchim Community Services District	Robin Davis	11/30/2028
	Steve Miller	11/30/2028
Bridgeport Fire Protection District	James Reid	11/30/2028
	Joe Huggans	11/30/2028
Chalfant Valley Fire Protection District	Debbe Eilts	11/30/2028
	Chris Wickham	11/30/2028
	Gina Barsi	11/30/2028
Hilton Creek Community Services District	Steve Shipley	11/30/2028
	Windsor Czeschin	11/30/2028
	David Naaden	11/30/2028

June Lake Fire Protection District	Ian Fettes	11/30/2028
	Jon Simmons	11/30/2028
June Lake Public Utility District	Jerry Hallum	11/30/2028
	Mark Fogg	11/30/2028
Lee Vining Fire Protection District	Stephanie Banta	11/30/2028
Lee Vining Public Utility District	Timothy A Banta	11/30/2028
	Tom Strazdins	11/30/2028
	Paul McFarland	11/30/2028
Long Valley Fire Protection District	Ronald Day	11/30/2028
	Lorinda Beatty	11/30/2028
	David Melchior	11/30/2028
Mammoth Community Water District	Gary Thompson	11/30/2028
	Tom Smith	11/30/2028
	Tom Cage	11/30/2028
Mammoth Lakes Fire Protection District	John W Mendel	11/30/2028
	Christopher Bulkley	11/30/2028
	Elizabeth Temple Truax	11/30/2028
Paradise Fire Protection District	B. J. Schnieder	11/30/2028
	Gina M. Webber	11/30/2028
	Michele Kinney	11/30/2028
Tri-Valley Groundwater Management District	Donald Moss	11/30/2028
	Geraldine Marie Bassett	11/30/2028
	Matthew Doonan	11/30/2028
	Gregory Allen	11/30/2028
Wheeler Crest Fire Protection District	Michael Bornfeld	11/30/2028
	Pamela Padgett	11/30/2028
	Brent Miller	11/30/2028
White Mountain Fire Protection District	Matthew D. Yount	11/30/2028
	Jarrett M. Phillips	11/30/2028

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 Staff Report

History**Time**

10/31/2024 8:10 AM

10/31/2024 9:22 AM

10/31/2024 10:46 AM

Who

County Counsel

Finance

County Administrative Office

Approval

Yes

Yes

Yes



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

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

ClerkRecorder@mono.ca.gov • Elections@mono.ca.gov • BOS@mono.ca.gov

November 5, 2024

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder-Registrar

Re: Appointments to Special Districts in Lieu of Election

Discussion:

Pursuant to California Elections Code section 10515, the Board of Supervisors will appoint in lieu of election those persons who have filed declarations of candidacy by the close of the filing period, and will also make appointments to fill remaining open seats when fewer persons file than seats available, or when no one files.

As specified in Mono County Board of Supervisors Resolution #R12-64, a special district may provide the County elections official with the name or names of any qualified persons recommended by the district for appointment by the Board of Supervisors. Persons whose names are obtained through the process outlined above shall then be considered by the Board of Supervisors for appointment pursuant to Elections Code section 10515.

The persons presented for appointment have filed declarations of candidacy by the close of the filing period or have been recommended by the special district for appointment by the Board of Supervisors.

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

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Clerk of the Board

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Clerk-Recorder-
Registrar

SUBJECT Appointment of 2025 Rural County
Representatives of California
(RCRC) Delegate and Alternates

AGENDA DESCRIPTION:

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

The Mono County Board of Supervisors must appoint a Delegate and Alternate(s) to serve on the Rural County Representatives of California (RCRC) Board of Directors, Golden State Finance Authority (GSFA) Board of Directors, Golden State Connect Authority (GSCA) Board of Directors, and Environmental Services Joint Powers Authority (ESJPA) Board of Directors for 2025. Supervisor Duggan is currently the 2024 RCRC, GSFA, GSCA, and ESJPA Delegate. Supervisor Salcido is currently the 2024 RCRC, GSFA, GSCA, and ESJPA First Alternate. Chad Senior, Public Works Associate Engineer Superintendent is the 2024 RCRC, ESJPA Second Alternate.

RECOMMENDED ACTION:

1) Appoint a Supervisor as the 2025 RCRC, GSFA, GSCA, and ESJPA Delegate; and 2) Appoint a Supervisor as the 2025 RCRC, GSFA, GSCA, and ESJPA First Alternate; and 3) Appoint the 2025 RCRC ESJPA Second Alternate.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
RCRC Memo
GSFA Memo
GSCA Memo
ESJPA Memo

History

Time	Who	Approval
10/22/2024 4:05 PM	County Counsel	Yes
10/25/2024 8:58 AM	Finance	Yes
10/28/2024 3:05 PM	County Administrative Office	Yes



To: Members of the RCRC Board of Directors
RCRC Member County CAO's
RCRC Member County Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 21, 2024

Re: Designation of the 2025 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2025 and Installation of Officers will be held on January 8th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

RCRC requires that both the Delegate and Alternate designations be Supervisors. Furthermore, all Delegates and Alternates will be required to comply with the RCRC's Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form



**Designation of 2025 Delegate and Alternate Supervisors for the
Rural County Representatives of California (RCRC) Board of Directors**

County: _____

Delegate:

➤ Supervisor _____

Alternate:

➤ Supervisor _____

Effective Date: _____

Designations will be effective January 1, 2025, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the RCRC's Conflict of Interest Code and file a Form 700.



Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfa-home.org

To: Members of the GSFA Board of Directors
GSFA Member County CAO's
GSFA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 21, 2024

Re: Designation of the 2025 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2025 will be held on January 8th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSCA Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for all three entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSFA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSFA Designation Form



**Designation of 2025 Delegate and Alternate Supervisors for
Golden State Finance Authority (GSFA) Board of Directors**

County: _____

Delegate:

➤ **Supervisor** _____

Alternate:

➤ **Supervisor** _____

Effective Date: _____

Designations will be effective January 1, 2025, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSFA's Conflict of Interest Code and file a Form 700.



To: Members of the GSCA Board of Directors
GSCA Member County CAO's
GSCA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 21, 2024

Re: Designation of the 2025 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the GSCA Board of Directors. The first GSCA Board Meeting of 2025 will be held on January 8th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSCA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSFA Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for all three entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSCA's Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSCA Designation Form



**Designation of 2025 Delegate and Alternate Supervisors for the
Golden State Connect Authority (GSCA) Board of Directors**

County: _____

Delegate:

➤ Supervisor _____

Alternate:

➤ Supervisor _____

Effective Date: _____

Designations will be effective January 1, 2025, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSCA's Conflict of Interest Code and file a Form 700.



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

To: Members of the ESJPA Board of Directors
ESJPA CAO's
ESJPA Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 21, 2024

Re: Designation of the 2025 ESJPA Delegates and Alternates -
ACTION REQUIRED

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2025 will be held on March 27th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to ESJPA as soon as possible. The confirmation can be sent via e-mail to mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org, or Staci Heaton, Deputy Executive Director, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

Designation of 2025 Delegate and Alternates for the
Rural Counties' Environmental Services Joint Powers Authority (ESJPA)
Board of Directors

County: _____

Delegate:

➤ Supervisor _____

Alternate:

➤ 1st Alternate: _____

E-Mail: _____

➤ 2nd Alternate: _____

E-Mail: _____

Effective Date: _____

Designations will be effective January 1, 2025, unless otherwise indicated.

AUTHORIZATION

Name, Title: _____

Date: _____

An Alternate is generally a staff member who is in charge of solid waste/recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's Conflict of Interest Code and file a Form 700.

RCRC AND AFFILIATED ENTITIES

2025 Meeting Calendar

All dates and locations are subject to change

January

January 8	RCRC, GSFA & GSCA Board Meetings	Sacramento
January 8	RCRC Installation Reception	Sacramento
January 16	CSAC Executive Committee	Sacramento
January 29 - 31	CSAC Executive Committee Leadership Forum	San Diego County

February

February 13	CSAC Board Meeting	Sacramento
February 19	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento

March

March 1-4	NACo Legislative Conference	Washington, DC
March 13-14	CSAC Regional Meeting	TBD
March 26	RCRC, GSFA & GSCA Board Meetings	Sacramento
March 27	ESJPA Board Meeting	Sacramento

April

April 3	CSAC Executive Committee	Los Angeles County
April 23-25	CSAC Legislative Conference	Sacramento
April 25	CSAC Board Meeting	Sacramento

May

May 14	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
May 20-23	NACo WIR Conference	Pennington County, SD

June

June 12-13	CSAC Regional Meeting	TBD
June 12	ESJPA Board Meeting	Sacramento
June 25 to 27	RCRC, GSFA & GSCA Board Meetings	Modoc County

July

July 11-14	NACo Annual Conference	Philadelphia, PA
July 23	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento

August

August 13	RCRC, GSFA & GSCA Board Meetings	Sacramento
August 14	ESJPA Board Meeting	Sacramento
August 21	CSAC Executive Committee	Sacramento

September

September 11	CSAC Board Meeting	Sacramento
September 17-19	RCRC Annual Meeting	Placer County
September 19	RCRC, GSFA & GSCA Board Meetings	Placer County

October

October 8-10	CSAC Executive Committee Retreat	TBD
October 15	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
October 16	ESJPA Board Meeting	Sacramento

November

November 5	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
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December

December 1-5

December 4

December 10

December 11

December 17-19

CSAC Annual Meeting

CSAC Board Meeting

RCRC, GSFA & GSCA Board Meetings

ESJPA Board Meeting

CSAC Officers Retreat

Santa Clara County

Sacramento

Sacramento

Sacramento

TBD



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: County Administrative Office

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

SUBJECT Resolution Supporting Operation
Green Light for Veterans

AGENDA DESCRIPTION:

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

Proposed resolution supporting Operation Green Light.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov

SEND COPIES TO:

Admin

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
10/30/2024 2:05 PM	County Counsel	Yes
10/31/2024 9:26 AM	Finance	Yes

10/31/2024 10:45 AM

County Administrative Office

Yes



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

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: November 5, 2024

Re: Resolution supporting Operation Green Light for Veterans

BOARD OF SUPERVISORS

CHAIR

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans "Interim"

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function

Sustainable Public Lands Workforce & Operational Excellence

Discussion

The purpose of this report is to provide background on and recommend the adoption of a resolution supporting Operation Green Light for Veterans, which recognizes and honors the service and sacrifices of our veterans, particularly those transitioning to civilian life. This initiative encourages residents and businesses to display green lights from November 5 to November 11, 2024, as a symbol of appreciation and support for veterans.

Background

Operation Green Light is a national initiative aimed at raising awareness of the unique challenges faced by veterans, particularly during the transition from military to civilian life. According to recent data, approximately 200,000 service members transition to civilian communities annually, with a projected 20 percent increase in the near future. Studies show that between 44 and 72 percent of veterans experience high levels of stress during this transition period, with increased risk for mental health challenges, including suicide.

As part of this initiative, Mono County acknowledges the sacrifices of military personnel and seeks to provide a visible show of support. The National Association of Counties (NACo) encourages counties across the nation to participate in Operation Green Light as a way to honor these individuals and their families, highlighting the ongoing need for community support and resources.

Recommendation

Staff recommends that the Board adopt the resolution supporting Operation Green Light for Veterans, designating Mono County as a Green Light for Veterans County and encouraging public participation in this observance.

Conclusion

By adopting this resolution, Mono County will join a nationwide effort to honor and support veterans, reinforcing the County's appreciation for their service and fostering a supportive environment as they transition to civilian life.



R24-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS SUPPORTING OPERATION GREEN LIGHT FOR
VETERANS**

WHEREAS, the residents of Mono County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedom and way of life enjoyed by our citizens; and

WHEREAS, Mono County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk of suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Mono County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted.

1 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS**
2 **OF THE COUNTY OF MONO:**

3 **SECTION ONE:** the Mono County Board of Supervisors in observance of Operation
4 Green Light, encourages its citizens in patriotic tradition to recognize the importance of honoring
5 all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a
6 window of their place of business or residence from the 5th of November through Veterans Day,
7 the 11th of November 2024.

8 **SECTION TWO:** with designation as a Green Light for Veterans County, Mono County
9 hereby declares from the 5th of November through Veterans Day, the 11th of November 2024, a
10 time to salute and honor the service and sacrifices of our men and women in uniform
11 transitioning from active service

12 **PASSED, APPROVED and ADOPTED** this 5th day of November 2024, by the
13 following vote, to wit:

14 **AYES:**

15 **NOES:**

16 **ABSENT:**

17 **ABSTAIN:**

18 _____
19 John Peters, Chair
20 Mono County Board of Supervisors

21 **ATTEST:**

22 **APPROVED AS TO FORM:**

23 _____
24 Clerk of the Board

25 _____
26 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Behavioral Health

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robin K. Roberts, Behavioral Health
Director

SUBJECT Proposed Purchase of 158 Kingsley
Street, Bridgeport, CA 93517 APN
008-134-014-000

AGENDA DESCRIPTION:

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

Proposed resolution authorizing the purchase of real property at 158 Kingsley Street, Bridgeport, CA 93517 (APN: 008-134-014-000)

RECOMMENDED ACTION:

Adopt proposed resolution authorizing the purchase of the property located at 158 Kingsley Street Bridgeport, CA 93517 (APN: 008-134-014-000). Provide any desired direction to staff.

FISCAL IMPACT:

This purchase is included in the FY 2024-2025 Budget, as well as the Mental Health Service Act (MHSA) plan budget. MHSA Capital Facilities funds will be used for the purchase of \$300,000 plus \$9,188.44 in closing costs.

CONTACT NAME: Jessica Workman

PHONE/EMAIL: 760-924-1742 / jworkman@mono.ca.gov

SEND COPIES TO:

jworkman@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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BH BOS Staff Report 158 Kingsley
Bridgeport Property Aquisition Resolution

History

Time

Who

Approval

10/22/2024 12:19 PM

County Counsel

Yes

10/28/2024 3:12 PM

Finance

Yes

10/30/2024 8:57 PM

County Administrative Office

Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors
FROM: Robin Roberts, Director, Mono County Behavioral Health
DATE: November 5, 2024

SUBJECT:

Mono County Behavioral Health (MCBH) is proposing the acquisition of the commercial property located at 158 Kingsley Street Bridgeport, CA 93517 APN: 008-134-014-000

DISCUSSION:

Through its Community Program Planning Process and in surveying local need, MCBH has since identified the need for a satellite office in Bridgeport. Staff are now seeking a space that could be purchased and renovated if necessary to meet this need. The Full Service Partnership (FSP) North County Property Acquisition in Bridgeport will increase clients' access to providers, create a consistent space for programming, and provide office space for administrative personnel.

The property is 0.17 Acres with a purchase price of \$300,000.00 and \$9,188.44 in fees.



This project was approved by the Mono County Planning Commission on October 17, 2024, and conforms with the general plan.

SUBMITTED BY:

Jessica Workman, Staff Services Manager, Mono County Behavioral Health. 760-924-1742



R24-__

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF MONO AUTHORIZING THE
PURCHASE OF REAL PROPERTY AT 158 KINGSLEY
STREET, BRIDGEPORT, CALIFORNIA; FINDING THAT
THE SALE IS EXEMPT FROM REVIEW UNDER THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND
TAKING RELATED ACTIONS**

WHEREAS, the County desires to purchase that certain real property located at 158 Kingsley Street in Bridgeport, having an APN of 008-134-014 (the "Property"), which the County intends to use for public purposes to continue the mission of the County; and

WHEREAS, the Property's current owner has agreed to sell the Property to the County for Three Hundred Thousand Dollars and No Cents (\$300,000), and the parties have negotiated a purchase and sale agreement (the "PSA") for the purchase of the Property by the County; and

WHEREAS, the purchase of the Property is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) in that the ultimate precise use of the site by the County is yet to be determined, and CEQA does not require a public agency to speculate regarding potential significant environmental effects; and

WHEREAS, in view of the Property's size, any ultimate project is likely to be exempt from review under CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities), and the Board of Supervisors is not aware of any circumstance under CEQA Guidelines Section 15300.2 that would apply; and

WHEREAS, the Board of Supervisors hereby finds that the purchase of the Property is in the public interest, and that the terms and conditions of the PSA are reasonable and fair;

WHEREAS, the site has a General Plan Land Use Designation of Commercial, which allows outright permitted uses consistent with the planned use of the property as a Behavioral Health Wellness Center and Office Space, including "Services," "Personal Services," "Business Services," and "[a]ny combination of permitted uses."

1 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE**
2 **COUNTY OF MONO RESOLVES THAT:**

3 **SECTION ONE:** The foregoing recitals are true and correct.

4
5 **SECTION TWO:** The Chairperson of the Board and the County Administrative
6 Officer are hereby authorized to execute the PSA on behalf of the County, and the County
7 Administrative Officer is authorized to execute on behalf of the County any other documents
8 reasonably required to close the purchase of the property, subject to County Counsel review and
9 approval as to form. The County Administrative Officer is also authorized to approve minor
10 amendments to the PSA, and to do any and all other things reasonably necessary or convenient
11 to the accomplishment of any and all of the transactions contemplated hereby.

12
13 **SECTION THREE:** The Board, acting as the Planning Agency for the County
14 pursuant to Government Code Sections 65402 and 65100, finds that the purchase of the
15 Property is consistent with the County’s General Plan.

16 **PASSED, APPROVED and ADOPTED** this __ day of __, 2024, to wit:

- 17 **AYES:**
18 **NOES:**
19 **ABSENT:**
20 **ABSTAIN:**

21
22 _____
23 John Peters, Chair
24 Mono County Board of Supervisors

25 **ATTEST:**

26 **APPROVED AS TO FORM:**

27 _____
28 Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: County Administrative Office

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Mary Snyder, Special Projects

SUBJECT Cooperative Agreement with Caltrans for Lee Vining Public Utility Department Project

AGENDA DESCRIPTION:

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

Proposed contract with Caltrans pertaining to highway rehabilitation project in Lee Vining to include the Lee Vining Public Utility Department (PUD) water and sewer infrastructure.

RECOMMENDED ACTION:

Approve, and authorize the Chair to sign, cooperative agreement with California Department of Transportation for project to replace water and sewer infrastructure owned by Lee Vining PUD, with construction estimated to occur in 2026, at an estimated cost not to exceed \$2 million.

FISCAL IMPACT:

The cost of this commitment is up to \$2 million, with some unspecified reimbursement in the future.

CONTACT NAME: Mary Snyder

PHONE/EMAIL: / msnyder@Mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Agreement
<input type="checkbox"/> LVPUD Resolution
<input type="checkbox"/> Estimate

History

Time	Who	Approval
10/31/2024 11:59 AM	County Counsel	Yes
10/28/2024 3:42 PM	Finance	Yes
10/31/2024 12:57 PM	County Administrative Office	Yes



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

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

BOARD OF SUPERVISORS

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COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans "Interim"

EMERGENCY MEDICAL

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Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Mary Snyder, Special Projects

Date: November 5, 2024

Re: Cooperative Agreement with Caltrans in support of Lee Vining
Public Utilities District

Strategic Plan Focus Area(s) Met

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

Discussion

In the past few months, Mono County was contacted by Caltrans District 9 and Lee Vining Public Utilities District (PUD). Caltrans is planning on a complete rehabilitation of 395 through Lee Vining in 2026 and would like funding from Lee Vining PUD to replace the water and sewer infrastructure that is under the highway while the highway is torn up. Lee Vining PUD does not have the cash or staff resources to complete this project, and Caltrans has requested the County support the project in order to move it forward.

Replacing the water and sewer infrastructure while the highway is being reconstructed is consistent with best practices of "cut once". Combining the project will also result in significant cost savings, especially to the PUD. Preliminary testing has shown that the PUD infrastructure has leaks, which has contributed to the degradation of the highway.

In order for Caltrans to move forward with the combined project, they need a financial commitment from the County now so that they can complete the environmental permitting process and prepare the project for bidding. Lee Vining PUD has requested that the County provide this commitment in order for the project to move forward, while the PUD continues to look for grant funding, with the County's support. The PUD will also evaluate service fees as a funding mechanism.

Lee Vining PUD has contracted with Eastern Sierra Engineering (ESE) to develop a project description and preliminary estimates in order for this project to move forward. ESE estimates the project to cost \$1,862,175, and a 30% contingency brings the total cost to \$2,420,875. Staff is requesting the Board approve the Caltrans Cooperative Agreement. If approved, staff will incorporate this need into future fiscal planning, to

ensure that the cash is available when needed for construction in 2026. The agreement requests a deposit of \$1,000 from the County, which will be funded by the District.

Lee Vining PUD has limited resources, and with approximately 100 service connections, limited opportunities to increase resources through rate increases. As of June 30, 2024, Lee Vining PUD had an unrestricted fund balance of approximately \$725,000. While this is a reasonable reserve, when compared to annual revenue of approximately \$120,000, it is not enough to cover major infrastructure projects such as the proposed project.

The last increase for Lee Vining PUD was in 2016, and the District is in the process updating these rates.

Lee Vining PUD will continue to explore funding options prior to construction of this project.

If the Board does not approve this agreement, the highway rehabilitation project will continue without improvements to the PUD infrastructure. The PUD would, at some time, have to repair the infrastructure, and this would be significantly more expensive as a separate project and would cause disruption to the local community, the local economy, and Highway 395 traffic for a longer period of time.

COOPERATIVE AGREEMENT FOR LOCAL IMPROVEMENTS

This AGREEMENT, executed on and effective from November 5, 2024, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Mono County, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

- A. CALTRANS and COUNTY, collectively referred to as PARTIES, pursuant to California Streets and Highways Code Sections 114, 130 and 131 are authorized to enter into a Cooperative Agreement for improvements on State highways within the County of Mono.
- B. For this AGREEMENT, the Lee Vining Pavement Rehabilitation Project from mile post 50.6 to 53.1, will be referred to hereinafter as CALTRANS PROJECT.
- C. COUNTY has requested, or CALTRANS needs, to incorporate the work described in the Scope Summary as part of the CALTRANS PROJECT, referred to herein as IMPROVEMENTS and COUNTY is willing to reimburse all costs associated with it, as documented in the Funding Summary. The Scope Summary and Funding Summary are attached to and made an express part of this AGREEMENT.
- D. All obligations and responsibilities assigned in this AGREEMENT to complete the IMPROVEMENTS will be referred to hereinafter as WORK.
- E. PARTIES intend to define herein the terms and conditions under which WORK for IMPROVEMENTS are performed and financed.

SECTION I

CALTRANS AGREES:

- 1. To administer the construction contract for the CALTRANS PROJECT and have the contractor complete the IMPROVEMENTS as a part of the CALTRANS PROJECT.
- 2. To segregate accumulated charges for all costs to be paid by COUNTY towards IMPROVEMENTS pursuant to this AGREEMENT.
- 3. If CALTRANS anticipates that funding will be insufficient to complete WORK, CALTRANS will promptly notify COUNTY. CALTRANS may be required to stop WORK until additional funding is secured.
- 4. After PARTIES agree that WORK is complete for the IMPROVEMENTS, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will

refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

SECTION II

COUNTY AGREES:

1. To be responsible for establishing the scope of the IMPROVEMENTS, as defined in the Scope Summary.
2. To fund IMPROVEMENTS as provided in the Funding Summary of this AGREEMENT.

SECTION III

IT IS MUTUALLY AGREED:

1. All portions of this AGREEMENT, including the Recitals section, are enforceable.
2. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, programming, and allocation of funds by the California Transportation Commission (CTC).
3. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.
4. The cost of IMPROVEMENTS performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
5. COUNTY's total obligation for IMPROVEMENTS is estimated in the amount of \$2,420,875.
 - The failure by COUNTY to perform its obligations under this AGREEMENT following written notice from CALTRANS to COUNTY.
 - Unforeseen conditions that are discovered during the performance of the IMPROVEMENTS.

- If all responsible bids come over the engineer's estimate and CALTRANS chooses to award the contract.

- B. CALTRANS will invoice COUNTY for a deposit of \$,1000 after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of WORK.

Thereafter, CALTRANS will invoice and COUNTY will reimburse for actual costs incurred, but not more frequently than once month.

- 6. COUNTY will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.
- 7. In the event the costs of IMPROVEMENTS exceed the estimate per the terms of AGREEMENT, CALTRANS may submit supplemental billings to COUNTY requesting additional funds. CALTRANS will provide detailed accounting of all costs with each billing. Should those additional costs remain unpaid, CALTRANS reserves right to stop WORK on IMPROVEMENTS until additional funding is secured or complete IMPROVEMENTS and commence legal means to recover those costs.
 - A. COUNTY will accept operation, maintenance and ownership or title to all materials or equipment installed as part of IMPROVEMENTS. COUNTY, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of the operation and maintenance of IMPROVEMENTS.
- 8. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the CALTRANS PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the CALTRANS PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

- 9. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
- 10. CALTRANS, independent of the CALTRANS PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake,

or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the CALTRANS PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

11. CALTRANS is responsible for HM-2 MANAGEMENT within the CALTRANS PROJECT limits.

COUNTY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and COUNTY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. COUNTY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during CALTRANS PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

12. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
13. COUNTY, independent of the CALTRANS PROJECT, is responsible for any HM-1 found within the CALTRANS PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the CALTRANS PROJECT schedule.

COUNTY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the CALTRANS PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

14. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY or under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors and/or its agents under this AGREEMENT.

15. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors and/or its agents under this AGREEMENT.
- A. This AGREEMENT will terminate upon completion of the IMPROVEMENTS and all parties have met all scope, cost, and schedule commitments included in this AGREEMENT and have signed a Cooperative Agreement Closure Statement, which is a document signed by parties that verifies the completion of WORK for IMPROVEMENTS.

However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

Mono County

Project Manager: _____

Phone Number: _____

E-mail: _____

Billing Address: _____

CALTRANS

Project Manager: _____

Phone Number: _____

E-mail: _____

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals .

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
District Director

By: _____
Attorney
Department of Transportation

VERIFIED OF FUNDS & AUTHORITY:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS &
POLICIES:

By: _____
HQ Accounting Supervisor

Mono County

By: _____
John Peters, Chair

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Christopher Beck, County Counsel

SCOPE SUMMARY

Project Location: [09-Mno-395-50.6/53.1](#)

Scope of Work: COUNTY is requesting that the CALTRANS' PROJECT include proposed IMPROVEMENTS: replacement of water distribution and sewer collection lines located within the right of way of Highway 395 concurrent with the Lee Vining Pavement Rehabilitation Project.

The IMPROVEMENTS are limited to water and sewer line replacements within the Highway 395 right of way impacted by the Lee Vining Pavement Rehabilitation Project.

Deliverables: COUNTY to provide PSE for new pipelines and associated fixtures to CALTRANS.

FUNDING SUMMARY FOR IMPROVEMENTS No. 1

FUNDING TABLE FOR IMPROVEMENTS

COUNTY to CALTRANS			Totals
Source	Fund Type	Construction Capital ¹	
Local	Local	\$2,420,875	\$2,420,875
	Totals	\$2,420,875	\$2,420,875

¹ Actual amount will be based on final PSE

Lee Vining Public Utility District

Resolution 2024-01

A RESOLUTION OF THE LEE VINING PUBLIC UTILITY DISTRICT REQUESTING MONO COUNTY ENTER INTO A COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION TO ENABLE REPLACEMENT OF WATER AND SEWER INFRASTRUCTURE WITHIN THE HIGHWAY 395 RIGHT-OF-WAY DURING THE LEE VINING PAVEMENT REHABILITATION PROJECT

WHEREAS, the California Department of Transportation (Caltrans) has initiated a planning process to reconstruct and realign Highway 395 through the community of Lee Vining; and

WHEREAS, the Lee Vining Pavement Rehabilitation Project (Caltrans Project) will impact aging Lee Vining Public Utility District water distribution and sewer collection infrastructure under the current asphalt highway drive; and

WHEREAS, the Caltrans Project will realign the current asphalt road surface and expand related infrastructure (sidewalks, vegetation and irrigation) in a manner as to render current access to underground PUD infrastructure more difficult and expensive; and

WHEREAS, the taxpayers of the State of California, Mono County and the Lee Vining Public Utility District will incur significant cost savings by replacing existing utilities infrastructure concurrent with the planned Caltrans Project; and

WHEREAS, the Lee Vining Public Utility District, as a small Special District serving the community of Lee Vining, lacks the financial, technical and staff capacity to undertake the potential utility replacement alone; and

WHEREAS, sustainable Lee Vining Public Utility District infrastructure and service benefit not only the residents of Lee Vining, but also support a commercial core of businesses serving visitors to Yosemite National Park and the Mono Basin National Forest Scenic Area, as well as numerous public services, such as a County Road Shop, Caltrans State Highway Maintenance Yard, National Forest Visitors Center, County library, and regional elementary and high school campuses.

NOW, THE BOARD MEMBERS OF THE LEE VINING PUBLIC UTILITY DISTRICT HEREBY RESOLVE THAT:

ONE: The Lee Vining Public Utility District respectfully requests Mono County's financial and staff assistance to complete the replacement of existing water and sewer utility infrastructure located within the scope of the Lee Vining Pavement Rehabilitation Project.

TWO: The Lee Vining Public Utilities District respectfully requests Mono County enter into a Cooperative Agreement for Local Improvements with Caltrans to enable timely completion of the proposed replacement of existing water and sewer utility lines concurrent with the Caltrans Project.

PASSED, APPROVED and ADOPTED this EIGHTH day of OCTOBER 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

Lee Vining PUD Highway 395 Water & Sewer Replacements
Engineer's Opinion of Probable Cost
 October 8, 2024

No.	Description	Est. Qty.	Unit	Unit Price	Total Price
1	Mobilization/Demobilization (8%)	1	LS	\$137,900	\$137,900
2	Temporary Controls (2%)	1	LS	\$32,200	\$32,200
3	Remove E Water Facilities	1	LS	\$75,000	\$75,000
4	Abandon E Sewer Facilities	1	LS	\$40,000	\$40,000
5	Install 4" PVC Sanitary Sewer Lateral	7	EA	\$6,400.00	\$44,800
6	Install 6" PVC Sanitary Sewer Lateral	6	EA	\$7,000.00	\$42,000
7	Install 6" PVC Sanitary Sewer Line	835	LF	\$200.00	\$167,000
8	Install 8" PVC Sanitary Sewer Line	1,117	LF	\$250.00	\$279,250
9	Install 48" Sanitary Sewer Manhole	10	EA	\$15,000.00	\$150,000
10	Install 8" C905 PVC Water Line	2,227	LF	\$275.00	\$612,425
11	Install Water Valve Cluster	5	EA	\$12,000.00	\$60,000
12	Install Fire Hydrant Assembly	4	EA	\$15,000.00	\$60,000
13	Install 1" Water Service	27	EA	\$3,000.00	\$81,000
14	Traffic Control (5%)	1	LS	\$80,600.00	\$80,600
CONSTRUCTION SUBTOTAL					\$1,862,175
30% CONTINGENCY					\$558,700
TOTAL					\$2,420,875

Notes:

30 LF assumed, with cleanout
 30 LF assumed, with cleanout

Caltrans estimate based on 6". Need to confirm thickness
 3 valves/cluster
 Includes FH, lateral, valve
 20 LF assumed, no meter

1. The Engineer's opinion of probable cost provided herein was prepared by the engineer through exercise of experience and judgment in applying presently available cost data. It is recognized that the engineer has no control over cost of labor and materials, or over competitive bidding procedures and market conditions. Thus, the engineer cannot warrant that the actual project construction cost will not vary from the engineer's opinion of probable cost.
2. Unit prices reflect the total cost to furnish and install bid items.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Public Works

TIME REQUIRED 20 minutes

SUBJECT Electric Vehicle Charger
Infrastructure Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Karyn Spears, Assistant Public Works
Director

AGENDA DESCRIPTION:

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

Presentation by Karyn Spears regarding existing and future Electric Vehicle (EV) chargers in Mono County.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Karyn Spears

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
EVCharger Powerpoint

History

Time	Who	Approval
10/21/2024 10:43 AM	County Counsel	Yes
10/4/2024 9:54 AM	Finance	Yes
10/22/2024 2:25 PM	County Administrative Office	Yes



MONO COUNTY EV CHARGER INFRASTRUCTURE FRAMEWORK



Adoption of plug-in electric vehicles (PEVs) is increasing both statewide and within Mono County. As more drivers switch to electric powertrains, demand will rise for electric vehicle charging stations.



ELECTRIC VEHICLE CHARGERS

Total Public and Shared Private Electric Vehicle Chargers

81

Public
69.14%
56

Shared Private
30.86%
25



© 2024 Mapbox © OpenStreetMap

Number of Chargers



DC Fast Chargers by County



Level 2 Chargers by County



	Public	Shared Private	Grand Total
Level 2	22	25	47
DC Fast	34	0	34
Total Chargers	56	25	81



Current Mono County Charger Locations

- Bridgeport Memorial Hall- 2 Level 2 Chargers for County use only
- Guss Hess Park Lee Vining – 2 Level 2 Chargers for Public Use
- Mammoth Civic Center –2 Level 2 Chargers for County use only



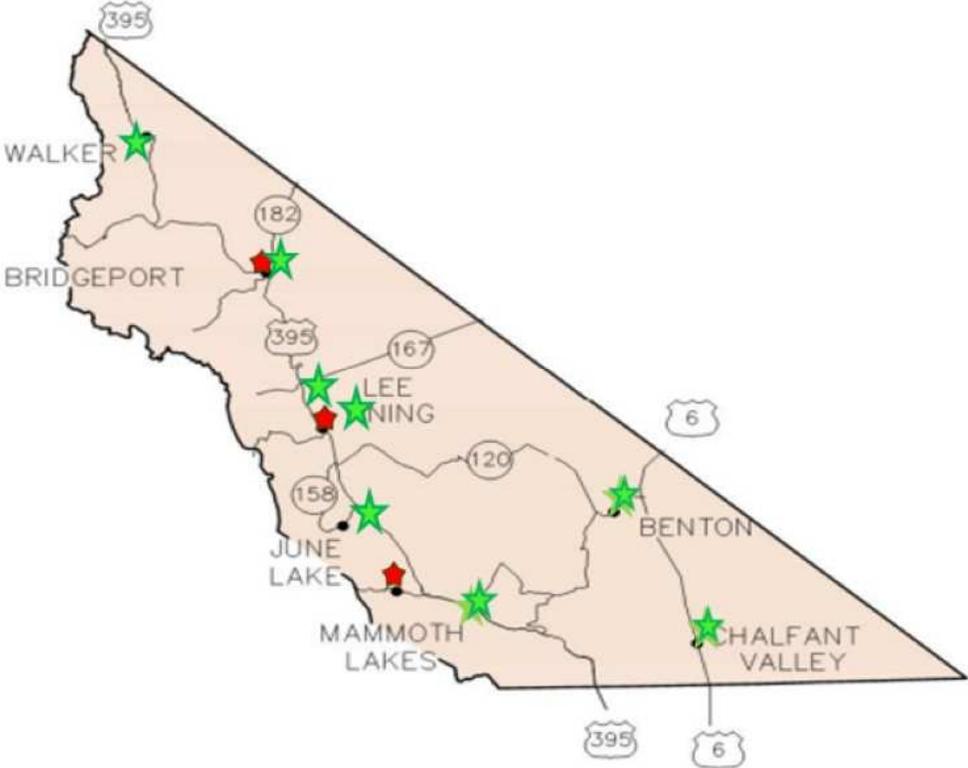
Current Chargers TOML





New Prospective Locations

- Walker Community Center and Park
- Bridgeport Park
- Bridgeport Memorial Hall – additional County Chargers
- Mono Lake Park
- June Lake Community Center/Gull Lake Park
- Mammoth Civic Center – additional County Chargers
- Crowley Lake Community Center
- Hilton Creek Crowley Lake Park
- Ida Lynn Park Benton/Benton Community Center
- Chalfant Park/Chalfant Community Center





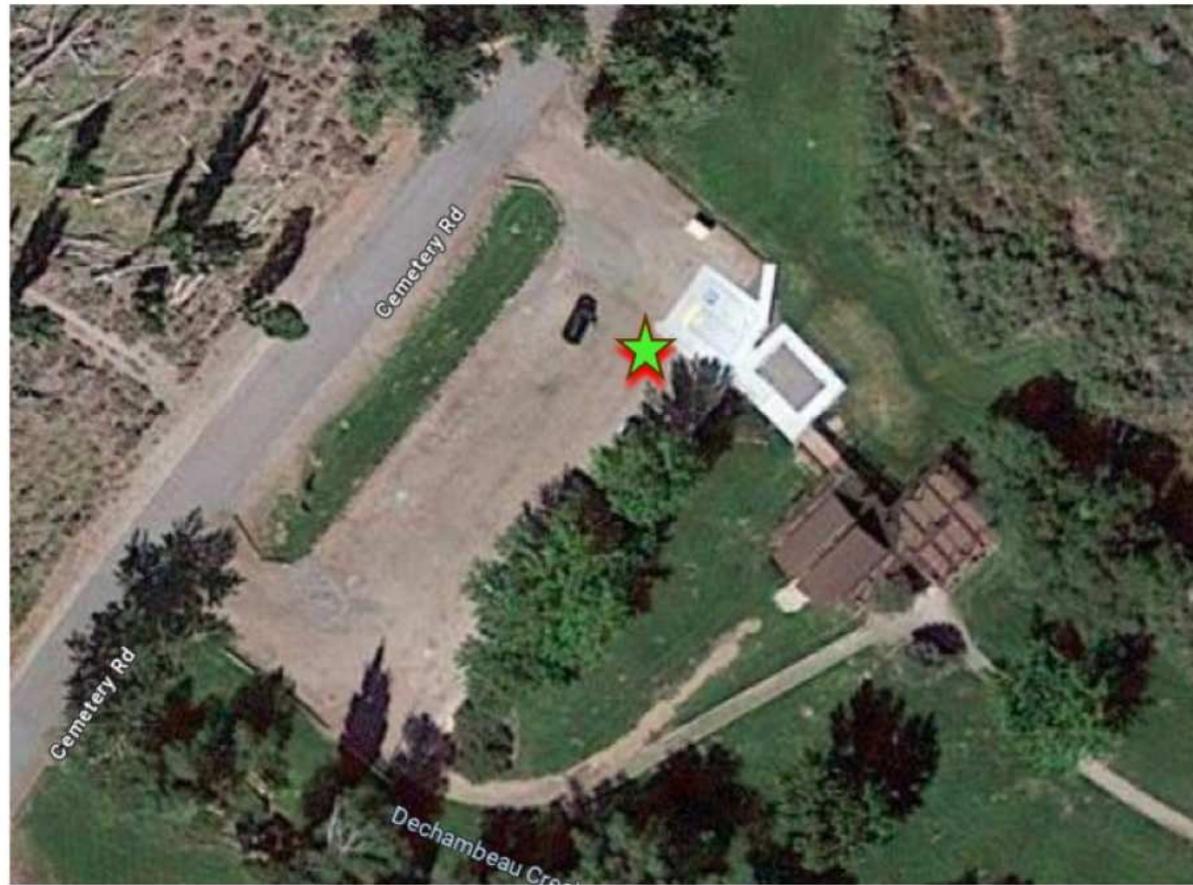
Walker Park & Community Center



Bridgeport Park and Memorial Hall



Mono Lake Park



June Lake Community Center



Crowley Lake Community Center



Hilton Creek Crowley Lake Park



Benton Community Center



Chalfant Community Center and Park





Electric Vehicle Supply Equipment (EVSE)

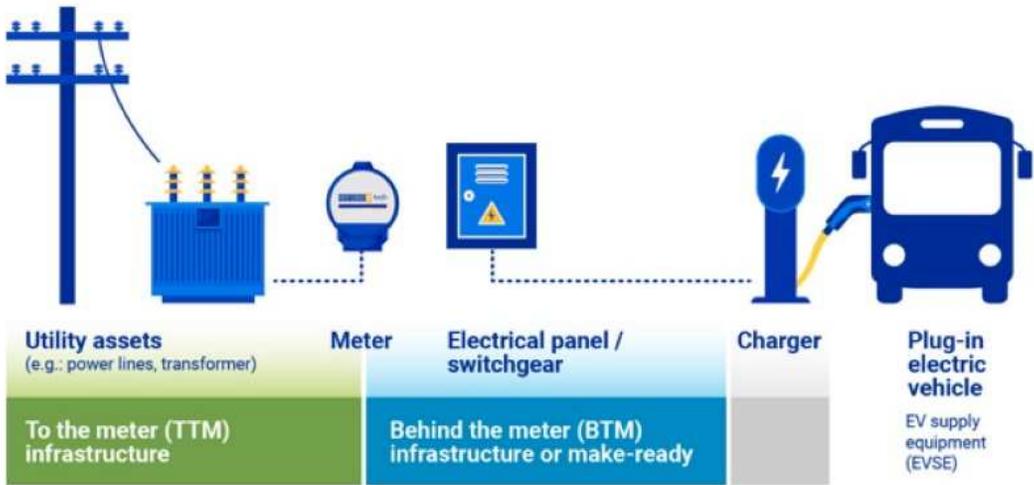
- AKA Charging Stations - are required to keep electric vehicle batteries charged
- Three types of chargers

Charger Type	Volts	Full Charge Time	Primary Uses
LEVEL 1	120V	12+ hours	Private residential in driveway
LEVEL 2	240V	3+ hours	Municipal and Private Parking Lots/Garages, Workplaces
LEVEL 3 DCFC (Direct Current Fast Charging)	400 - 900V	30 minutes	Institutional, Fleet



Electric Vehicle Supply Equipment (EVSE)

- Two main types of chargers:
 - Ground Mounted
 - Pole – Mounted





Future EV Planning

- Investment
- Infrastructure
- Range and Terrain Limitations





Fleet Transition

Transition underway from fossil fuel-powered motor vehicles to electric vehicles
State mandate to move to all EV car sales by 2035

Transition driven by Environmental concerns

Local air quality

Lower cost to own and operate

State and federal incentives



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Emergency Medical Services

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Bryan Bullock, Emergency Medical
Services Chief

SUBJECT Mammoth Airport Triennial Multi
Casualty Incident Full-Scale Exercise

AGENDA DESCRIPTION:

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

Presentation by Mono County Emergency Services Chief Bryan Bullock regarding the Mammoth Airport Triennial Multi Casualty Incident full-scale exercise.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Bryan Bullock

PHONE/EMAIL: 760-924-4632 / bbullock@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Photos</p>

History

Time	Who	Approval
11/1/2024 9:49 AM	County Counsel	Yes
10/28/2024 3:43 PM	Finance	Yes
11/1/2024 10:16 AM	County Administrative Office	Yes

Mammoth Airport Triennial
Multi Casualty Incident Full-
Scale Exercise





































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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: County Administrative Office

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

SUBJECT Letter Regarding Mono County
comments on Prevailing Rate
Systems; Change in Criteria for
Defining Appropriated Fund Federal
Wage System Wage Areas

AGENDA DESCRIPTION:

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

Letter to the Office of Personnel Management on the proposed rule "Prevailing Rate Systems; Change in Criteria for Defining Appropriated Fund Federal Wage System Wage Areas" advocating for Mono County to be included in the Los Angeles Survey Area, Area of Application.

RECOMMENDED ACTION:

Approve Chair Peters to sign the letter.

FISCAL IMPACT:

None.

CONTACT NAME: Sandra Moberly

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Draft Letter

History

Time	Who	Approval
10/31/2024 4:41 PM	County Counsel	Yes

11/1/2024 8:27 AM

Finance

Yes

11/1/2024 10:16 AM

County Administrative Office

Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

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

Queenie Barnard, Clerk of the Board

November 5, 2024

Office of Personnel Management
Submitted via Federal Rulemaking Portal <http://www.regulations.gov>
Docket ID OPM-2024-0016
RIN 3206-A069

Mono County comments on *Prevailing Rate Systems; Change in Criteria for Defining Appropriated Fund Federal Wage System Wage Areas.*

To Whom it May Concern:

Thank you for the opportunity to comment on the proposed rule “*Prevailing Rate Systems; Change in Criteria for Defining Appropriated Fund Federal Wage System Wage Areas.*” Mono County writes today to **advocate for the inclusion of the whole of Mono County in the Los Angeles Survey Area, Area of Application.** The economy of Mono County, as well as that of our neighboring Inyo County to the south, are closely tied to Los Angeles and prices of key goods in Inyo and Mono counties closely reflect the prices of goods in Los Angeles in Southern California.

The Office of Personnel Management (OPM) rule as currently classifies Mono County, California, within the "Rest of U.S." (RUS) locality pay area by the Office of Personnel Management (OPM). This classification provides a locality pay adjustment of approximately 16.82% for 2024. We can assure you that from a cost-of-living perspective, Mono County has closer ties to the Los Angeles area and a higher cost of living, and should be included in the Los Angeles Survey Area, Area of Application.

Mono County's economy is closely linked to that of Los Angeles. With a population of approximately 14,000 people, Mono County, California, attracts over 1.5 million visitors each year, making tourism one of its most significant economic drivers. The region is popular year-round, with visitors drawn to destinations like Mammoth Lakes for skiing, hiking in the Sierra Nevada, Mono Lake's unique natural landscape, and Bodie, a well-preserved ghost town that's a designated historic site. Ninety percent of those visitors are Californians, with a significant number from Southern California. In addition to tourists, Southern California residents are the source of Mono County's labor force – with specialty trades such as construction, heating and cooling, electricians and other labor often brought in from the Los Angeles, San Bernardino, or Riverside areas.

According to the Economic Policy Institute Family Budget Calculator, the cost of living for a family of four in Mono County is \$10,980 per month which is higher than the San Bernardino County cost of living at \$9,273 per month, and much higher than the Kern County cost of living at \$8,269 per month. However, both San Bernardino and Kern counties are included in the higher Los Angeles Survey Area, Area of Application. Conversely, Mono County is proposed to be included in the Reno Survey Area, Area of Application – which has an estimated cost of living at \$9,364 – and is across state lines in Nevada with its much lower taxes, much lower gasoline prices, urban infrastructure, and lower housing costs than exist in Mono County.

Similarly, Mono County prevailing wage is indexed with Los Angeles County by the California Department of Industrial Relations.

The high cost of living with low locality pay adjustments in Mono County is having significant impacts on workers, including federal workers. The Inyo National Forest estimates that about 50% of prospective employees decline job offers due to lack of a locality pay and about 70% of employees who leave their jobs with the agency do so because of the lack of sufficient locality pay. This high rate of turnover is detrimental to the delivery of high-quality natural resource management and a robust visitor and outdoor recreation experience, which the American public has come to expect from our national forests. Fire management and wildfire response is one of the most important programs for the Inyo National Forest, protecting communities, sensitive wildlife habitat, cultural resources, and other ecosystem services such as critical water supply for urban areas like Los Angeles from the effects of catastrophic wildfire. Yet the Inyo carries one of the highest vacancy rates (about 40%) for firefighters among forests in the entire state of California due to the lack of a locality pay and high cost of living.

Mono County's many Fire Protection Districts (FPDs) rely heavily on volunteer firefighters, many of whom are federal employees from the Inyo National Forest. These individuals play dual roles—serving not only in their official capacities to maintain and protect the forest but also as volunteer first responders within their communities. Adjustments to locality pay for Forest Service employees would help improve recruitment and retention, directly benefiting the County by increasing the pool of available volunteers for our local FPDs. This connection illustrates how closely tied these federal employees are to the well-being and safety of Mono County beyond their primary roles, underscoring the importance of supporting them through realistic locality pay that allows them to live, work, and serve in the region effectively.

Other local government and quasi-governmental agencies such as city government, county government, state government, the Los Angeles Department of Water and Power, and Southern California Edison, who have jobs that require similar levels of skill and expertise as jobs with the Forest Service, pay much higher wages than any jobs with the U.S. Government, oftentimes up to 50-75% higher. The result is that local federal agencies are losing qualified employees to other employers in the area who have taken into account the extremely high cost of living in the area and set their wages to ensure their employees can afford to live in the area, raise families and contribute to the organizations in the long term.

Attracting a diverse and skilled workforce into the future is critical to the success of the missions of these locally based federal jurisdictions. As a partner agency, we depend heavily on a strong and stable workforce such that our joint missions can effectively be carried out. As a region that is so directly connected to the important value of public land, losing skilled workers creates a unique threat to land management and protection – not to mention the local economy.

Ultimately, Mono County sees locality pay as a critical component to sustain the health, diversity, and access to one of the nation's most important assets – our public land system.

Thank you for the opportunity to comment on this proposed rule. We strongly encourage the OPM to consider all Mono County a part of the Los Angeles Survey Area, Area of Application, and provide a realistic locality pay adjustment to federal workers in our area.

Sincerely,

**SUPERVISOR JOHN PETERS
MONO COUNTY BOARD CHAIR**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Public Works - Recreation

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Marcella Rose, Sustainable
Recreation Coordinator

SUBJECT Recreation Fiscal Year 2024-25
Overall Work Plan Update

AGENDA DESCRIPTION:

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

Provide the Board with an update of the Public Works - Recreation Division achievements and challenges as they relate to progress on the Division's Overall Work Plan for fiscal year 2024-25.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Marcella Rose

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

SEND COPIES TO:

N/A

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Presentation</p>

History

Time	Who	Approval
10/22/2024 12:18 PM	County Counsel	Yes
10/28/2024 3:48 PM	Finance	Yes
10/29/2024 11:32 PM	County Administrative Office	Yes

A hiker wearing a green cap and a grey backpack is sitting on a large rock in the foreground, looking out over a calm lake. The lake is surrounded by rocky terrain and dense evergreen trees. In the background, there are large, rugged mountains under a blue sky with scattered white clouds. A small patch of snow is visible on a distant mountain peak.

**Mono County
Sustainable Outdoors & Recreation
Recreation Update
November 2024**

Grant Projects

Travertine Hot Springs

- Improved 550ft of trail
- Restoration of ~5 use trails
- Trash collection & visitor engagement
- Road repair, gate installation, tub closure
- Site monitoring





It's a free for all out here!

Before 😞



After! 😊

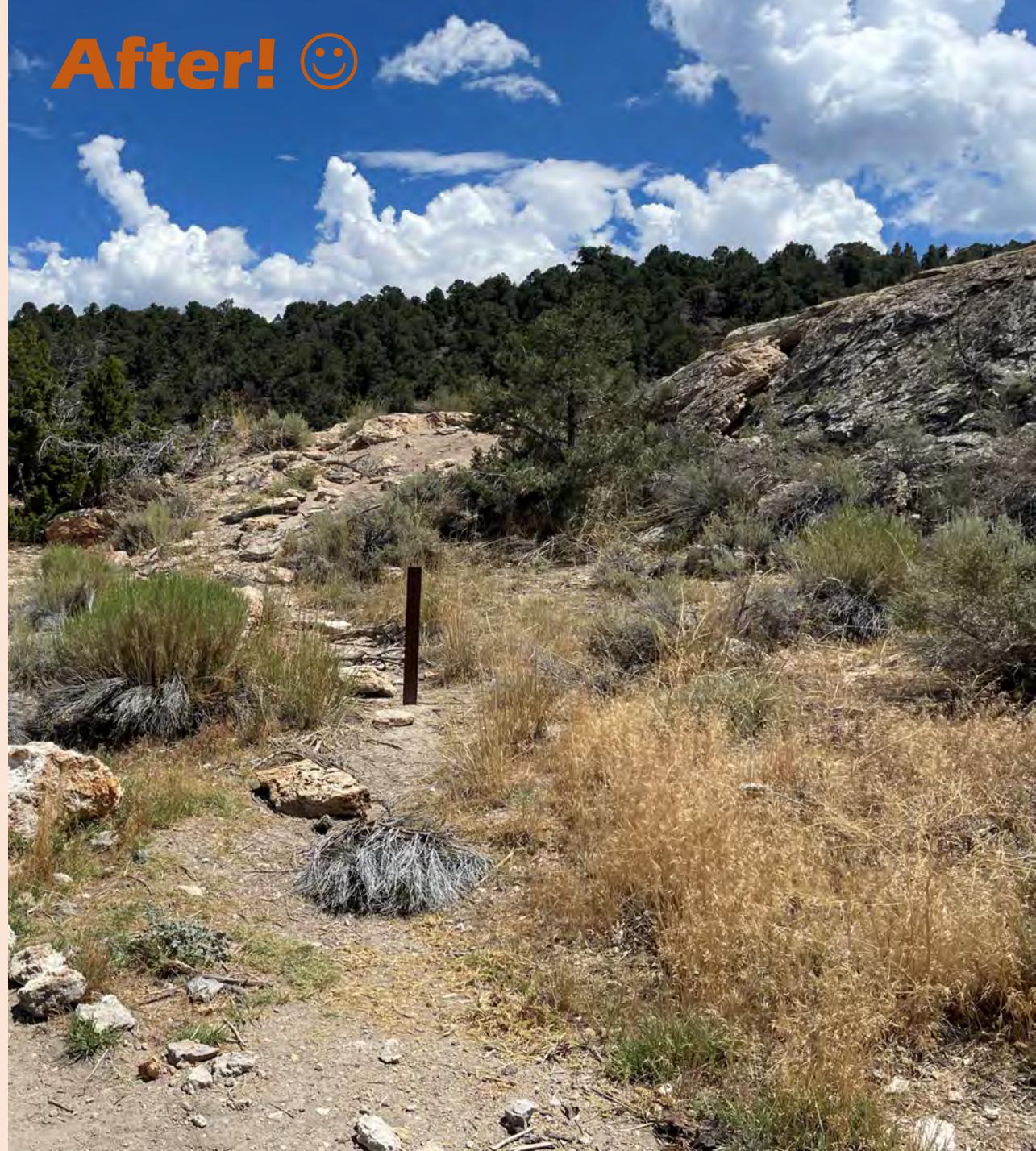


Much better! 😊

Before ☹️



After! 😊



Grant Projects

- Camp Like a Pro
- Seasonal recreation updates
- Construction of first potty palace, YAY!
- Construction of kiosk – Lobdell Lake
- Dispersed campsite improvements – inventory, fire ring maintenance, delineation



BEFORE 😞

Fire
danger!



AFTER!



Why would you
need 2 fire rings?!
(You don't!)

AFTER!



BEFORE ☹️

Sensitive
Alpine
habitat



BEFORE

AFTER!



Grant Projects

Illegal Road Restoration

- Inventory of legal roads and trespasses
- Closure of illegal roads
 - Signage
 - Restoration
- Delineation of parking areas



Dog Beach Parking Restoration



Before ☹️





Illegal Go-Around



LEGAL ROUTE

During 😊

Dog Beach Restoration



AFTER!
(where did the road go?!)

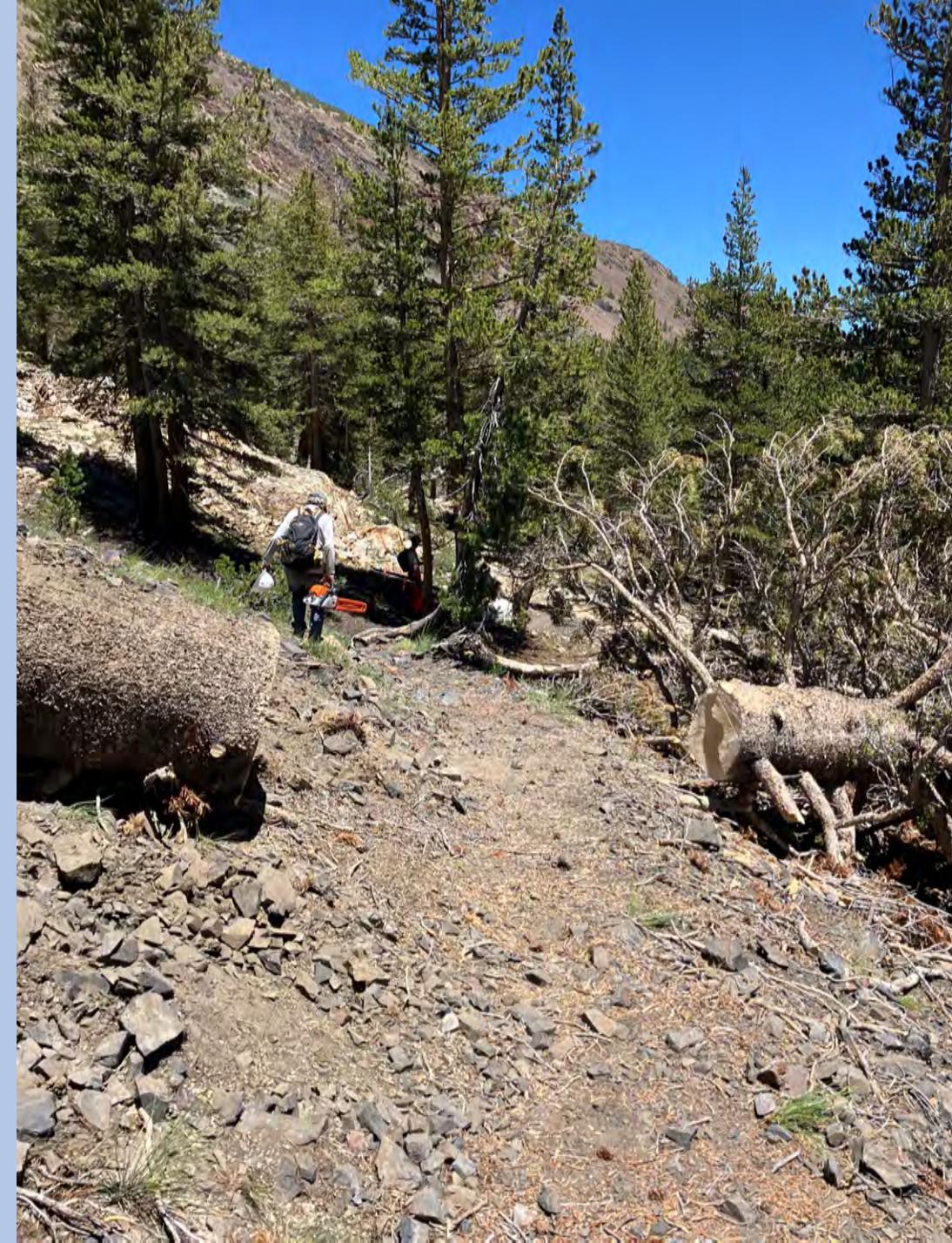


Before ☹️



AFTER!





Trail Assessment and Maintenance



Trail Assessment and Maintenance



**“Don’t feed the wildlife”
roving at campgrounds**





School Engagement w/ Coleville HS Extended Learning Opportunities Program

Fall Color Season Etiquette Campaign





Mono Basin OHV



Adopt A Trail

- **21 sites total**
- **9 new sites**
- **13 volunteers, 8 of them are new this year!**
- **> 70.5 hours**
- **\$2,361**
- **\$4,500 in new sponsorships!**



From volunteering....

Removed > 30lbs of trash

**Removed >12.5lbs
of dog poop**

Made 41 visitor contacts

Tangle Free Waters

- **34 sites total**
- **4 new sites installed**
- **15 volunteers, 6 of them are new this year!**
- **> 34.5 hours**
- **\$1,155**
- **\$7,485 in new sponsorships!**



**From
volunteering....**

**Removed > 26lbs of
trash**

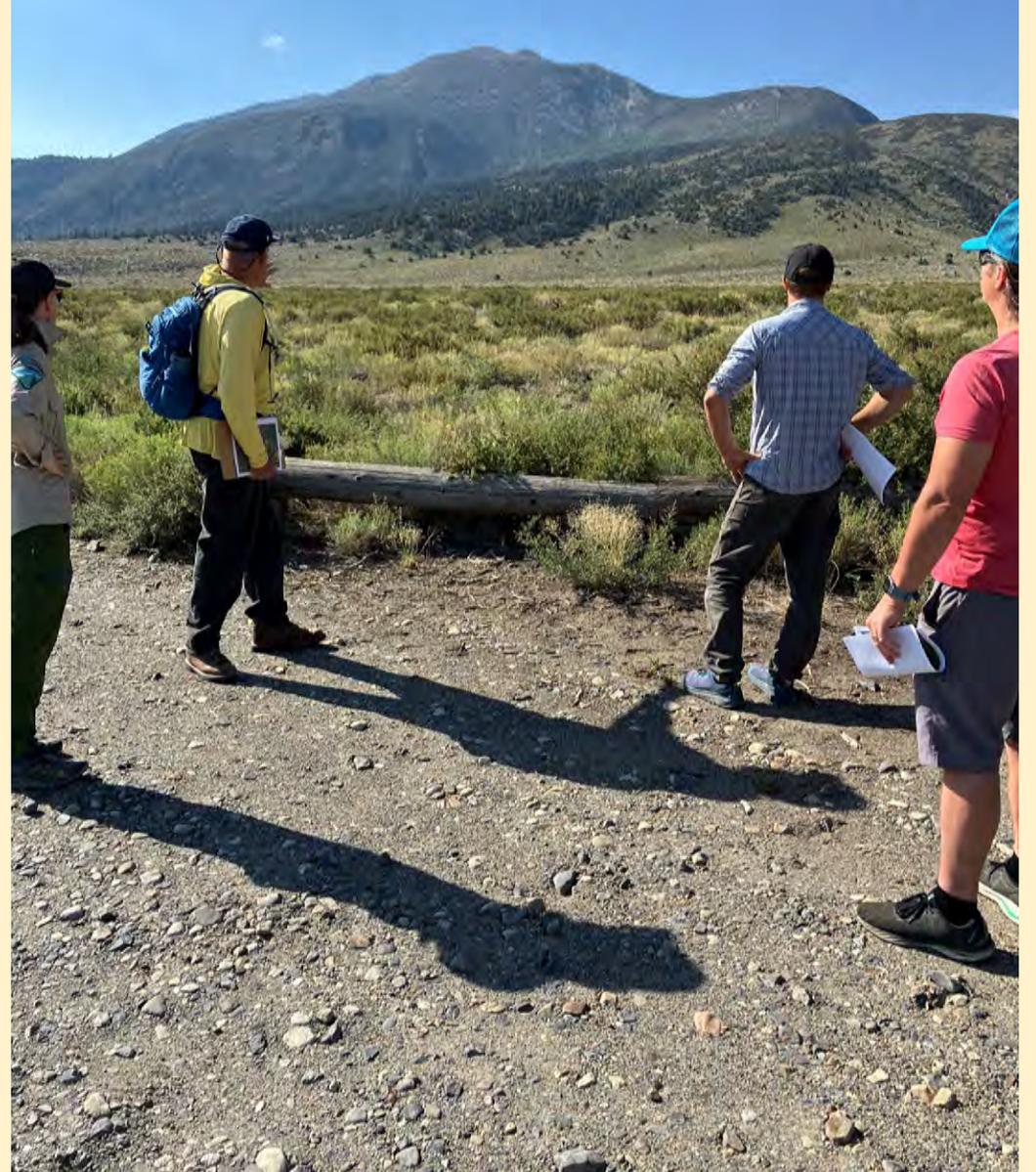
**Recycled <5,810 ft.
of fishing line!**



Saddlebag Grant



CSA 1 Trails



What's Next?

Northern Mono Winter Access

MORE PLANNING!





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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

Departments: Public Works

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

SUBJECT Mono County Jail Update

AGENDA DESCRIPTION:

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

Mono County Jail update.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Jail Presentation
Funding Commitments

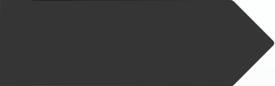
History

Time	Who	Approval
10/22/2024 12:16 PM	County Counsel	Yes
10/28/2024 3:49 PM	Finance	Yes
10/31/2024 9:22 AM	County Administrative Office	Yes

Mono County Jail Update

November 5th, 2024

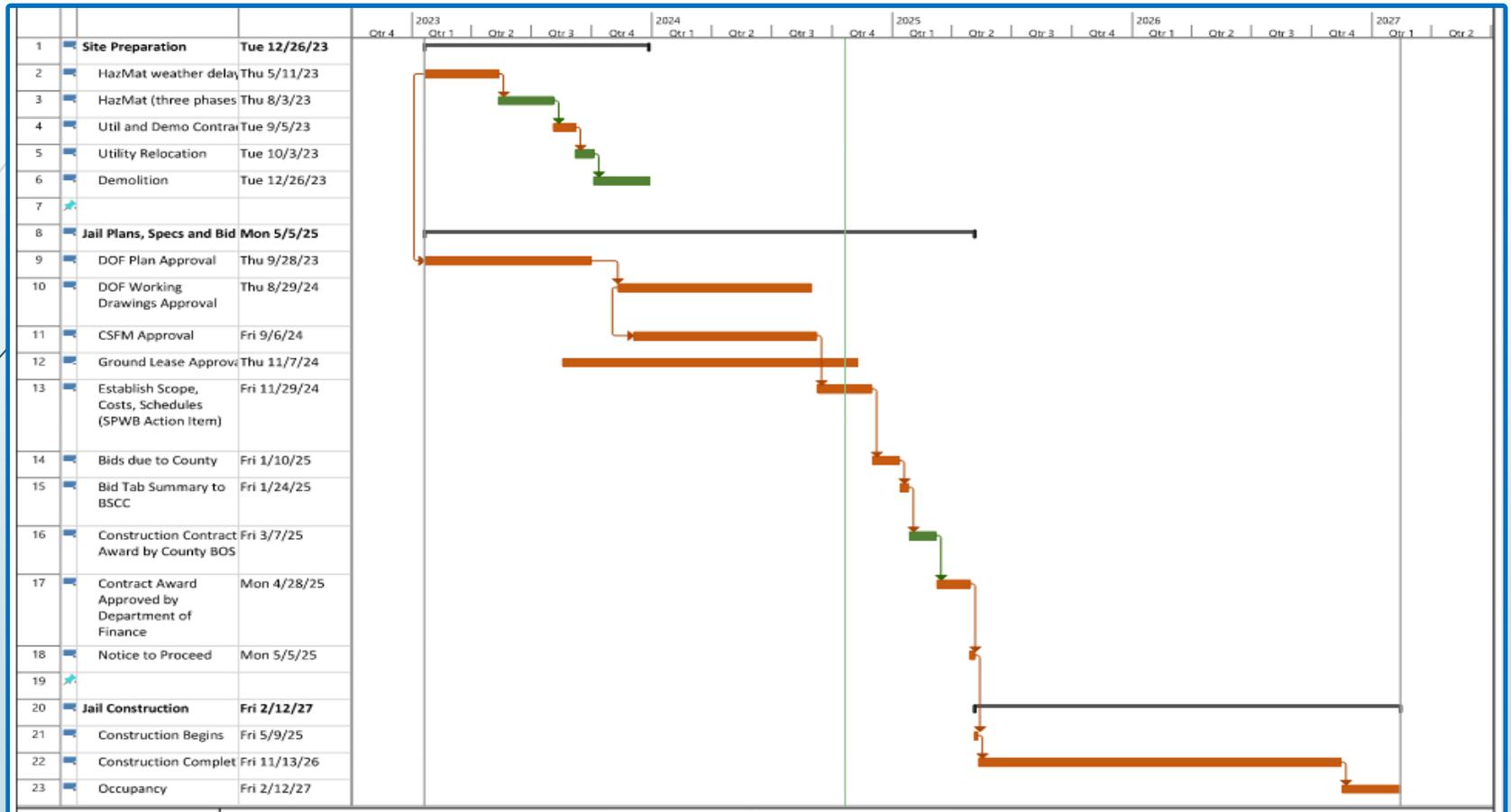




Mono County Jail Update

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

Mono County Jail Schedule





Present Work Task Process

State Agencies Involved in Process:

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



State Department of General Services – Real Estate Services Branch

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



Department of Finance (DOF)

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



Bid Award Process

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



Questions?

Funding Commitment

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 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: Mono v. KR Property et al. Case number: CV200081

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
10/28/2024 12:58 PM	County Counsel	Yes
10/28/2024 3:20 PM	Finance	Yes
10/29/2024 8:59 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

TIME REQUIRED

SUBJECT Closed Session - Real Property
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 REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 233 E Elm Street, Bishop, CA. County Negotiator: Sandra Moberly Negotiating Parties: Harivanden Bhakta. Under Negotiation: Price, terms and conditions.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
10/28/2024 2:38 PM	County Counsel	Yes
10/28/2024 3:21 PM	Finance	Yes
10/29/2024 9:00 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 5, 2024

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
10/22/2024 12:16 PM	County Counsel	Yes
10/25/2024 8:57 AM	Finance	Yes
10/28/2024 3:09 PM	County Administrative Office	Yes