



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA
93546

Regular Meeting April 18, 2023

TELECONFERENCE INFORMATION

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

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.
Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/84960863405> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 849 6086 3405.

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

To join the meeting by telephone: Dial (669) 900-6833, then enter Zoom Webinar ID 849 6086 3405. To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting: https://monocounty.granicus.com/MediaPlayer.php?publish_id=c990fc2b-61b3-451f-a38e-a0074e365b18

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

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS

A. Proclamation Designating the Month of April 2023 as Sexual Assault Awareness Month

Departments: Clerk of the Board

5 minutes

(Vanessa Hays, Executive Director Wild Iris Family Counseling and Crisis Center) - Proclamation designating April 2023 as Sexual Assault Awareness Month.

Recommended Action: Approve proposed Proclamation designating April 2023 as Sexual Assault Awareness Month.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the January 2023 regular meetings, February 2023 regular meetings, and March 2023 regular meetings.

Recommended Action: 1. Approve the Board minutes from the January 3, 2023 regular meeting; 2. Approve the Board minutes from the January 10, 2023 regular meeting; 3. Approve the Board minutes from the January 17, 2023 regular meeting; 4. Approve the Board minutes from the February 7, 2023 regular meeting; 5. Approve the Board minutes from the February 21, 2023 regular meeting; 6. Approve the Board minutes from February 7, 2023 regular meeting; 7. Approve the Board minutes from February 21, 2023 regular meeting; 8. Approve the Board minutes from March 7, 2023 regular meeting; 9. Approve the Board minutes from the March 14, 2023 regular meeting; 10. Approve the Board minutes from the March 21, 2023 regular meeting.

Fiscal Impact: None.

B. June Lake Citizens Advisory Committee Appointment

Departments: Community Development

Appointment to the June Lake Citizens Advisory Committee.

Recommended Action: Approve the recommended appointment of Kelsey Glastetter to the June Lake Citizens Advisory Committee for the remainder of the term expiring on December 31, 2024.

Fiscal Impact: None.

C. Wheeler Crest Design Review Committee Appointment

Departments: Community Development

Appointment to the Wheeler Crest Design Review Committee.

Recommended Action: Appoint one new member, Alisa Adriani to the Wheeler Crest Design Review Committee for a three-year term expiring on April 18, 2026, as recommended by Supervisor Duggan.

Fiscal Impact: None.

D. Ordinance amending Section 2.60.090 to establish the Office of Emergency Management within the office of the County Administrative Officer

Departments: CAO and County Counsel

Proposed ordinance amending existing section 2.06.090 of the Mono County Code in order to located the county director of emergency services within the

Office of the County Administrator, rather than the Office of the Sheriff-Coroner.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: None.

E. Amendment to Participation Agreement with California Mental Health Services Authority for the Semi-Statewide Electronic Health Record

Departments: Behavioral Health

Proposed amendment to Participation Agreement with California Mental Health Services Authority (MHSA) pertaining to the Semi-Statewide Electronic Health Record, which adds automated text and call reminder enhancements to the original agreement.

Recommended Action: 1. Approve County entry into proposed amendment and authorize Mono County Board of Supervisors Chair to execute said contract on behalf of the County. 2. Provide any desired direction to staff.

Fiscal Impact: This Participation Agreement Amendment incorporates additional component purchases totaling \$51,187 in additional committed funding over the 7 year contract.

F. Maternal, Child and Adolescent Health, California Home Visiting Program Funding Agreement FY 2022-2023 and First 5 Memorandum of Understanding for the Provision of Home Visiting Services

Departments: Public Health

Proposed agreement with the California Department of Public Health, Maternal, Child and Adolescent Division (CDPH) providing funding for the California Home Visiting Program. Proposed First 5 Memorandum of Understanding for the Provision of Home Visiting Services.

Recommended Action: 1. Approve, and authorize the Interim Public Health Director to sign, agreement with CDPH, for the California Home Visiting Program Funding Award for the period July 1, 2022 through June 30, 2023. Additionally, provide authorization for the Public Health 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. 2. Approve, and authorize the Interim Public Health Director to sign, Memorandum of Understanding with Mono County First 5, for the Provision of Home Visiting Services for the period July 1, 2022 through June 30, 2028. Additionally, provide authorization for the Public Health 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.

Fiscal Impact: The current total Funding Amount is \$1,627,231 for fiscal years

2022-23 through 2025-26, with additional funding projected for fiscal years 2026-27 and 2027-28. Year 1 Funding Agreement Period, Fiscal Year 2022/23, is estimated to be \$45,651, of which \$25,402 is attributable to First 5 Mono County and the remaining amount to cover Mono Public Health costs. On-going funding for future years will be approximately \$300,000 annually for First 5 Mono County and the remainder for Mono Public Health costs.

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. Appointment of Emergency Standby Officials

Departments: CAO

10 minutes

(Mary Booher, Interim County Administrative Officer) - Presentation regarding the appointment of Emergency Standby Officials pursuant to the California Emergency Services Act to ensure continuity of county government in the event that conditions of disaster prevent one or more members of the Board of Supervisors, or the County Administrative Officer, from carrying out their official duties.

Recommended Action: Receive information from staff regarding the appointment of Emergency Standby Officials and give direction to staff in order to return to the Board with direction to complete the appointment process.

Fiscal Impact: None.

B. Proposed Amendment to Personnel System Section 460 (Drug and Alcohol Policy)

Departments: Human Resources

10 minutes

(Jack Conry, Chief People Officer) - Proposed resolution amending Rule 460 of the Mono County Personnel Rules applicable to employee drug and/or alcohol testing.

Recommended Action: Adopt proposed resolution amending Rule 460 of the Personnel Rules applicable to all Mono County employee bargaining units to eliminate a provision mandating drug and/or alcohol testing when an employee is involved in certain accidents, as defined.

Fiscal Impact: None.

C. Strategic Plan Update

Departments: CAO

30 minutes

(Mary Booher, Interim County Administrative Officer) - Receive and discuss Mono County Strategic Plan Progress Report.

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

Fiscal Impact: None.

D. Housing Workshop Update

Departments: CAO

45 minutes

(Mary Booher, Interim County Administrative Officer) - Presentation by Mary Booher regarding follow-up from workshop regarding the development of workforce/affordable housing presented by Stanley Keasling on March 14, 2023.

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

Fiscal Impact: None.

E. Grant Agreement to Mammoth Lakes Housing (MLH) for the Innsbruck Lodge Affordable Housing Project and Appropriations Increase

Departments: CAO

15 minutes

(Mary Booher, Interim County Administrative Officer) - At the January 18, 2022 Board of Supervisors meeting, the Board made a financial commitment of up to \$550,000 towards MLH's Innsbruck Lodge Affordable Housing Project, to convert an existing hotel in Mammoth into 15 affordable residential units and one manager's unit. This item includes an agreement making a revocable grant to MLH of up to \$550,000, to be used as a county operating subsidy reserve for seven County-Assisted units, and a regulatory agreement governing uses of the property, including a 55-year use restriction. To make the grant, the Board must also increase appropriations in the County's Affordable Housing Fund by \$550,000 so that disbursement can be made. The Fund has an estimated spendable carryover balance of \$1,072,000.

Recommended Action: 1. Approve, and authorize the CAO to sign, Grant Agreement and Regulatory Agreement between the County and Mammoth Lakes Housing, in substantially the form set forth in the attachments to this item and subject to approval of any changes by County Counsel. 2. Approve increase in appropriations from the County's Affordable Housing fund from \$276,000 to \$826,000, an increase of \$550,000 (requires 4/5ths vote).

Fiscal Impact: The expenditure of \$550,000 of affordable housing dedicated resources towards a project expected to provide seven County-Assisted units will leave a balance of approximately \$558,000 at June 30, 2023.

F. One-Time Funding Guidelines

Departments: CAO

30 minutes

(Mary Booher, Interim County Administrative Officer) - Presentation by Mary Booher regarding guidelines for the use of one-time funds received by the County.

Recommended Action: Approve guidelines regarding the use of one-time funds received by the County. Provide any desired direction to staff.

Fiscal Impact: None.

G. Winter Storm Update

Departments: Emergency Management

20 minutes

(Chris Mokracek, Director of Emergency Management) - Presentation by Chris Mokracek providing an update on the impacts of and response to the winter storms impacting Mono County in 2023.

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

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

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

B. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

C. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code

section 54957. Titles: (1) Interim County Administrative Officer; and (2) County Counsel.

9. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: Clerk of the Board

TIME REQUIRED 5 minutes

SUBJECT Proclamation Designating the Month of April 2023 as Sexual Assault Awareness Month

PERSONS APPEARING BEFORE THE BOARD

Vanessa Hays, Executive Director Wild Iris Family Counseling and Crisis Center

AGENDA DESCRIPTION:

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

Proclamation designating April 2023 as Sexual Assault Awareness Month.

RECOMMENDED ACTION:

Approve proposed Proclamation designating April 2023 as Sexual Assault Awareness Month.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Proclamation</p>

History

Time	Who	Approval
4/11/2023 4:38 AM	County Counsel	Yes
4/3/2023 5:00 PM	Finance	Yes
4/11/2023 7:54 AM	County Administrative Office	Yes



***MONO COUNTY BOARD OF SUPERVISORS PROCLAMATION
DECLARING APRIL 2023
SEXUAL ASSAULT AWARENESS MONTH***

WHEREAS, rape, sexual assault and sexual harassment harm our community, and statistics show that 1 in 6 women and 1 in 33 men will experience attempted or completed rape during their lifetime;

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12-17 are 2.3 times as likely to be victims of rape or sexual assault;

WHEREAS, survivors should have help to find the compassion, comfort, and healing they need, and sexual abusers should be punished to the full extent of the law;

WHEREAS, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can heal from the abuse;

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of sexual assault and work to increase public understanding of this significant problem;

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions;

WHEREAS, prevention is possible through education, awareness and community involvement;

WHEREAS, it is time for all residents of Mono County to take action to create a safer environment for all and make ending sexual assault a priority;

NOW, THEREFORE, the Mono County Board of Supervisors hereby declares April 2023 as Sexual Assault Awareness Month.

APPROVED AND ADOPTED

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Lynda Salcido, Supervisor District #5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes from the January 2023 regular meetings, February 2023 regular meetings, and March 2023 regular meetings.

RECOMMENDED ACTION:

1. Approve the Board minutes from the January 3, 2023 regular meeting; 2. Approve the Board minutes from the January 10, 2023 regular meeting; 3. Approve the Board minutes from the January 17, 2023 regular meeting; 4. Approve the Board minutes from the February 7, 2023 regular meeting; 5. Approve the Board minutes from the February 21, 2023 regular meeting; 6. Approve the Board minutes from February 7, 2023 regular meeting; 7. Approve the Board minutes from February 21, 2023 regular meeting; 8. Approve the Board minutes from March 7, 2023 regular meeting; 9. Approve the Board minutes from the March 14, 2023 regular meeting; 10. Approve the Board minutes from the March 21, 2023 regular meeting.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
January 3, 2023 Draft Meeting Minutes
January 10, 2023 Draft Meeting Minutes
January 17, 2023 DRAFT Minutes

[February 7, 2023 DRAFT Minutes](#)

[February 21, 2023 DRAFT Minutes](#)

[March 7, 2023 DRAFT Minutes](#)

[March 14, 2023 DRAFT Minutes](#)

[March 21, 2023 DRAFT Minutes](#)

History

Time	Who	Approval
4/11/2023 1:03 PM	County Counsel	Yes
3/30/2023 2:01 PM	Finance	Yes
4/12/2023 4:29 PM	County Administrative Office	Yes



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.

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

**Regular Meeting
January 3, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-001 - M23-012

R23-001 Not Used

ORD23-001 Not Used

9:24 AM Meeting called to order by Chair Gardner.

Supervisors Present: Duggan, Gardner, Kreitz, Salcido, and Peters. (All Supervisors attended via zoom).

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

Pledge of Allegiance led by Supervisor Duggan.

Ceremonial Swearing in of Newly Elected Officials

Departments: Board of Supervisors

(Scheereen Dedman, Clerk of the Board) - Swearing in of Jennifer Kreitz as District One Supervisor, Lynda Salcido as District Five Supervisor, Barry Beck as Assessor, David Anderson as District Attorney, Judge Mark Magit as Superior Court Judge, and Ingrid Braun as Sheriff-Coroner.

Chair Gardner:

- Introduced item.

Scheereen Dedman, Clerk of the Board:

- Presented item.

Note:

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

- Swore-in Elected Officials.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No public comment.

2. RECOGNITIONS

A. Election of New 2023 Board Chair

Departments: Board of Supervisors

(Bob Gardner, Outgoing Board Chair) - The outgoing Board Chair will call for nominations to elect the Chair of the Board for 2023.

Action: Elected the new Chair of the Board for 2023.

Peters moved; Kreitz seconded

5 Yes, 0 No

M23-001

Supervisor Peters:

- Nominated Supervisor Duggan as Board Chair

B. Presentation to Outgoing Board Chair Gardner

Departments: Board of Supervisors

(Newly Elected Board Chair) - Presentation to outgoing Board Chair Gardner by newly elected Board Chair honoring Supervisor Gardner's service to the Board in 2022.

Action: None.

Chair Duggan:

- Presented item.

C. Election of New 2023 Vice Chair

Departments: Board of Supervisors

(Newly Elected Board Chair) - The newly elected Board Chair will call for nominations to elect the Vice Chair of the Board for 2023.

Action: Elected the new Vice Chair of the Board for 2023.

Krietz moved; Gardner seconded

5 Yes, 0 No

M23-002

Supervisor Kreitz:

- Nominated Supervisor Peters as Vice Chair.

Note:

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D. Election of New 2023 Chair Pro-Tem

Departments: Clerk of the Board

(Newly Elected Board Chair) - The newly elected Board Chair will call for nominations to elect the Chair Pro-Tem of the Board for 2023.

Action: Elected the new Chair Pro-Tem of the Board for 2023.

Kreitz moved; Peters seconded

5 Yes, 0 No

M23-003

Supervisor Gardner:

- Nominated Supervisor Kreitz as Chair Pro-Tem.

3. COUNTY ADMINISTRATIVE OFFICER

Robert C. Lawton, CAO:

- Hosted Coffee with the CAO.
- Discussed Frost Fest and thanked Cheyenne Stone, Gail DuBlanc, Nicole Beck, and Audriana Rodriguez.
- Discussed essential payments and thanked Janet Dutcher, Cameron Frank, and Julie Rhodes.
- Thanked Public Works for the hard work during storm with snow removal.
- Discussed Ready Mono Portal on County webpage for winter weather events and thanked Supervisor Salcido.

4. DEPARTMENT/COMMISSION REPORTS

Paul Roten, Public Works Director:

- Provided an update for the Public Works Road Department and challenges.

Chris Mokracek, Emergency Management Director:

- Provided update for the storm on New Year's Eve and New Year's Day.
- Discussed the upcoming storm.

Supervisor Peters:

- Thanked Chris for his responsiveness.
- Suggested Chris's weather presentation come to the Board sooner than Feb 22.

Scheereen Dedman, Clerk of the Board:

- Chris presentation will be during the Joint Meeting on Feb. 22.
- Will reach out to try to have the presentation sooner.

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. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 11/30/2022.

Action: Approved the Treasury Transaction Report for the month ending 11/30/2022.

Kreitz moved; Gardner seconded

5 Yes, 0 No

M23-004

B. Proposed Amendment to Paradise Fire Protection District Conflict of Interest Code

Departments: Clerk of the Board

All local government agencies, including special districts, are required by state law (Government Code section 81000 et seq.) to adopt their own conflict-of-interest codes and to review such codes once every two years. Paradise Fire Protection District has revised their conflict of interest code to incorporate changes to staff position duties and practices since the amendment adopting the prior code. The code as adopted by the Board of Directors has been reviewed by County Counsel and complies with all applicable statutory requirements.

Action: Approved the new Conflict of Interest Code adopted by the Paradise Fire Protection District.

Kreitz moved; Gardner seconded

5 Yes, 0 No

M23-005

6. CORRESPONDENCE RECEIVED - NONE

7. REGULAR AGENDA - MORNING

A. Annual Appointments of Supervisors to Boards, Commissions, and Committees for 2023

Departments: Clerk of the Board

(Scheereen Dedman, Board of Supervisors) - Mono County Supervisors serve on various board, commissions, and committees for one-year terms that expire on December 31, 2022. Each January, the Board of Supervisors makes appointments for the upcoming year.

Note:

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Action: Appointed Supervisors to boards, commissions, and committees for 2023.

Peters moved; Gardner seconded

5 Yes, 0 No

M23-006

Action: Reconsider the prior motion.

Peters moved; Kreitz seconded

5 Yes, 0 No

M23-007

Action: Appointed Supervisors to boards, commissions, and committees for 2023, from Airport Land Use Commission through Yosemite Area Regional Transportation System Joint Powers Authority, as amended.

Kreitz moved; Peters seconded

5 Yes, 0 No

M23-008

Scheereen Dedman, Clerk of the Board:

“Requested the removal of the Integrated Waste Management Act of 1989 Independent Hearing Panel for Local Enforcement from the list as it was replaced by an Independent Hearing Officer in 2021.”

Break: 10:43 am

Reconvened: 10:57 am

Returned to item #7A.

B. 2023 Calendar of Meetings of the Board of Supervisors

Departments: Clerk of the Board

(Scheereen Dedman, Board of Supervisors) - Rule 3 of the Mono County Board Rules of Procedure specifies that an annual calendar of meetings shall be adopted by the Board at its first meeting in January. The calendar will include all known regular and special meetings. Any meeting may be canceled upon the order of the Chair or by a majority of Board members.

Action: Approved proposed calendar of meetings for 2023; with the cancelled 2/14, 4/11, 7/4, and 11/14 meetings for 2023.

Kreitz moved; Gardner seconded

5 Yes, 0 No

M23-009

Scheereen Dedman, Clerk of the Board:

- Introduced item.

Note:

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

Robert C. Lawton, CAO:

- Presented item.

C. Appointment of 2023 Rural County Representatives of California (RCRC) Delegate and Alternates

Departments: Clerk of the Board

(Scheereen Dedman, Board of Supervisors) - 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 2023.

Action: 1) Appointed Supervisor Duggan as the 2023 RCRC, GSFA, GSCA, and ESJPA Delegate; and 2) Appointed a Supervisor Peters as the 2023 RCRC, GSFA, GSCA, and ESJPA First Alternate; and 3) Appointed Justin Nalder as the 2023 RCRC ESJPA Second Alternate (in his capacity as Solid Waste Superintendent).

Gardner moved; Peters seconded

5 Yes, 0 No

M23-010

Scheereen Dedman, Clerk of the Board:

- Presented item.

D. 2023-24 Mono County Board of Supervisors Governance Handbook

Departments: CAO, County Counsel, Clerk of the Board

(Robert C. Lawton, CAO) - On September 13, 2022, following multiple facilitated workshops, the Board of Supervisors adopted the 2022 Mono County Board of Supervisors Governance Handbook, including the Mono County Board of Supervisors Procedural Manual. This Agenda Item would adopt and continue the 2022 Handbook for the 2023-24 Board term.

Action: Adopted the Governance Handbook at the first Board meeting of each odd-numbered year as is.

Gardner moved, Kreitz seconded

5 Yes; 0 No

M23-011

Robert C. Lawton, CAO:

- Presented item.
- Asked the Board to approve item as is and he will work with County Counsel to modify details of the conduct policy in Governance Handbook.

Note:

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

E. Board Letter in Support of New Access Road at Lower Rock Creek Ranch

Departments: County Counsel; Community Development; Environmental Health (Emily Fox, Deputy County Counsel) - Proposed letter from the Board of Supervisors supporting an application for funding from the USDA to construct an upgraded access road at Lower Rock Creek Ranch for the benefit of the Sierra del Oro, the Paradise Community and Lower Rock Creek Mutual Water Company.

Action: Reviewed and approved proposed letter and authorized Board Chair to sign.

Kreitz moved, Gardner seconded

5 Yes; 0 No

M23-012

Emily Fox, Deputy County Counsel:

- Presented item.

Public Comment:

- Paula Richards – Discussed the road access and the dispute details.
- Clifford Beshers – Discussed the road access and the dispute details.

Moved to item #9.

8. CLOSED SESSION

Closed Session: 12:04 PM

Reconvened: 1:14 PM

Nothing to report out of Closed Session.

A. Closed Session - Public Employee Evaluation

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

B. Closed Session - Labor Negotiations

Note:

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

9. BOARD MEMBER REPORTS

Chair Duggan:

- Attended Frost Fest.

Supervisor Gardner:

- No report.

Supervisor Kreitz:

- Requested that the correspondence received regarding the dog leash letter be agendize.
- Happy New Year! Wishing everyone a healthy and joyous 2023!
- On December 15th, I, along with Supervisor Gardner, attended the Mono Children's System of Care Stakeholder Convening.
- Thursday December 15th, I attended the ESCOC Point in Time Count subcommittee meeting. The PIT Count is scheduled to take place on Wednesday, January 25th. Anyone interested in volunteering can contact me.

Supervisor Peters:

- Asked to a adjourn meeting in memory of Mike Montgomery
- Discussed webcam on Main Street in Bridgeport.

Supervisor Salcido:

- Attended the Frost Fest in Mammoth and Bridgeport.

ADJOURNED in memory of Mike Montgomery at 1:15 PM

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

Note:

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

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

**Note:
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**DRAFT MEETING MINUTES
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STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.

Teleconference Only - No Physical Location

**Regular Meeting
January 10, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-013 - M23-014

R23-001

ORD23-001 Not Used

9:13 AM Call meeting to order by Chair Duggan.

Supervisors Present: Duggan, Gardner, Kreitz, Salcido, and Peters. (All Supervisors attended via zoom).

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

Pledge of Allegiance led by Supervisor Kreitz.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No public comment.

2. RECOGNITIONS

A. Mono County 2022 Community Spirit Award

Departments: Board of Supervisors

(Supervisor Bob Gardner) - The Mono County Community Spirit Award celebrates the people in our county who took initiative to do something beneficial for their community. Supervisor Gardner, as outgoing 2022 Board Chair, requests that the Board of Supervisors recognize Paul McFarland with the third annual Mono County Community Spirit Award for his outstanding devotion and commitment to his community and to Mono County.

Note:

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

Action: Awarded Paul McFarland Mono County's 2022 Community Spirit Award.
Gardner moved; Kreitz seconded
5 Yes, 0 No
M23-013

Supervisor Bob Gardner:

- Presented item.
- Spoke on behalf of Margaret.

Public Comment:

- Dave Marquart
- David Rosky
- Janet Carle
- Matt Paruolo, SCE
- Bartshe Miller
- Paul McFarland

Moved to item #5.

3. COUNTY ADMINISTRATIVE OFFICER

Robert C. Lawton, CAO:

- CAO staff currently working on Budget.
- Held a meeting on Federal Legislative Platform for 1/17.
- Discussion on email sent out Friday regarding a notice to Department Heads advising them that staff can work remotely if possible due to weather.
- Item #7B will be moved to a future meeting.

4. DEPARTMENT/COMMISSION REPORTS

Chris Mokracek, Emergency Management:

- Discussed avalanche danger/possible evacuation in Long Valley, temporary evacuation center, power outages/flooding.

Matthew Paruolo, Southern California Edison:

- Provided an update on power outages per Southern California Edison.

Sheriff Braun:

- Provided an update on the highway conditions and closures.

Paul Roten, Public Works Director:

- Provided update on Public Works priorities during the storm.

Christopher Andriessen, Caltrans:

- Provided an update on road closures.

Kathy Peterson, Social Services Director/Interim Director of Public Health:

- Provided department update during storm.

Moved back to item #2A.

Note:

These draft 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. Annual Resolution Delegating Investment Authority to the County Treasurer

Departments: Finance

Resolution Delegating Investment Authority to the County Treasurer.

Action: Adopted Resolution R23-001, delegating Investment Authority to the County Treasurer.

Salcido moved; Gardner seconded

5 Yes, 0 No

R23-001

B. Mono County Statement of Investment Policy

Departments: Finance

Annual approval of the Mono County Statement of Investment Policy pursuant to Section 27133 of the Government Code of the State of California.

Action: Approved the Mono County Statement of Investment Policy as presented.

Salcido moved; Gardner seconded

5 Yes, 0 No

M23-014

6. CORRESPONDENCE RECEIVED - NONE

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: Public Health

(Jen Burrows, Deputy Director of Covid Operations/Infection Preventionist) - Update on Countywide response and planning related to the COVID-19 pandemic.

Note:

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

Action: None.

Jen Burrows, Deputy Director of Covid Operations/Infection Preventionist:

- Presented item.

Moved to item #7C.

B. Community Corrections Partnership (CCP) Realignment Implementation Plan

Departments: Probation

(Karin Humiston, Chief of Probation) - A resolution of the Mono County Board of Supervisors authorizing the Mono County Community Corrections Partnership (CCP) Executive Committee to submit the Realignment Implementation Plan Annual Report for 2022 to the Board of State and Community Corrections.

Action: None.

Item not heard.

C. FY2021/22 General Fund Fiscal Performance

Departments: Finance

(Janet Dutcher, Director of Finance) - Presentation discussing analysis of trends, review of the County's General Fund (GF) fiscal performance for FY2021/22 and concluding with information about the status of GF carryover and reserve balances.

Action: None.

Janet Dutcher, Director of Finance:

- Presented item.

Break Begin: 11:03 AM

Reconvened: 11:10 AM

D. Teleconference Rules for the Board of Supervisors and Other County Legislative Bodies

Departments: County Counsel

Note:

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

(Stacey Simon, County Counsel) - Presentation by County Counsel regarding modified rules applicable to teleconference participation in meetings under the Brown Act by members of the Board of Supervisors and of other legislative bodies of the County, such as the Planning Commission, Tourism and Film Commission, Community Corrections Partnership, Behavioral Health Advisory Board, Regional Planning Advisory Committees, Treasury Oversight Committee, etc.

Action: None.

Stacey Simon, County Counsel:

- Presented item.

Moved to item #9.

8. CLOSED SESSION

Closed Session Begin: 12:25 PM

Reconvened: 1:32 PM

Nothing to report out of Closed Session.

A. Closed Session - Labor Negotiations

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

B. Closed Session - Existing Litigation

Departments: County Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. K.R. Property Development, et al. (Mono County Superior Court Case No. CV200081).

C. Closed Session- Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Administrative Enforcement Action - Mono County v. Yzaguirre.

D. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of

Note:

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

Government Code section 54956.9. Number of potential cases: one.

E. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Chair Duggan:

- Attended the dedication in Inyo County.
- Attended the LTC meeting.

Supervisor Gardner:

- Last Wednesday Jan. 4 I participated in the monthly meeting of the June Lake Citizen Advisory Committee. Topics at that meeting included storm updates and planning as well as information about a Community Vision meeting for June Lake in February.
- On Friday Jan. 6 I participated in the monthly meeting of the Kutzadika Tribal Council. Topics at that meeting included discussion of next steps for pursuing Congressional review and approval of Kutzadika Federal recognition legislation, as well as the status of several activities of the Tribe for 2023.
- Yesterday I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics at that meeting included a review of the California State Community Economic Resiliency Fund (CERF), and updates on several other recreation-related activities.
- Also, yesterday I participated in the monthly meeting of the Mono Basin Housing Committee. The Committee is planning to hold two community meetings to talk about housing, one in June Lake and one in Lee Vining, in March. The goals of these meetings will be to provide information to residents about housing projects and policies, discuss priorities and direction, and obtain volunteers and commitment for future work.
- Finally, over the holiday break I contacted a chapter of Habitat for Humanity in Reno and indicated I was interested in how we might start a similar program in the Eastern Sierra. The Executive Director responded that she was interested in following up with me about this in February. I will keep the Board and others informed as this discussion continues.

Supervisor Kreitz:

- 1/9 – Attended the LTC meeting.
- 1/9 – Attended the CCRH meeting.

Supervisor Peters:

- No report.

Supervisor Salcido:

- 1/4 – Attended the dedication of the Inyo County Civic Center.
- 1/5 – Attended the Great Basin meeting.

Break: 12:15 PM

Reconvened: 12:25 PM

Moved to Closed Session.

Note:

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

ADJOURNED at 1:33 PM

ATTEST

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

**Regular Meeting
January 17, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-015 - M23-018

R23-002 – R23-006

ORD23-001

9:02 AM Meeting called to order by Chair Duggan.

Supervisors Present: Duggan, Gardner, Kreitz, Salcido, and Peters. (All Supervisors attended via zoom or in person).

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Pledge of Allegiance led by Supervisor Salcido.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No public comment.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Robert C. Lawton, CAO:

- Discussed items removed from the agenda for 1/17.
- Discussed Midyear budget.

4. DEPARTMENT/COMMISSION REPORTS

Note:

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

Paul Roten, Public Works Director:

- Provided update by district on weather related issues.

Jason Davenport, Facilities Superintendent:

- Provided Facilities update.

Milan Silva, Interim IT Director:

- Provided update on weather related issues with Mono County network.

Chris Morkracek, Emergency Services Director:

- Provided update on EMS Department

Sheriff Braun:

- Thanked Chris Morkracek.
- Provided an update on storm reported deaths: none.

Kathy Peterson, Social Services Director/Interim Director of Public Health:

- Provided an update on Medi-Cal.

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meetings in October 2022.

Action: 1) Approved the Board Minutes from the Regular Meeting on October 4, 2022. 2) Approved the Board Minutes from the Regular Meeting on October 11, 2022, AS AMENDED. 3) Approved the Board Minutes from the Regular Meeting on October 18, 2022. 4) Approved the Board Minutes from the Special Meeting on October 21, 2022, as amended.

Kreitz moved; Gardner seconded

5 Yes, 0 No

M23-015

Stacey Simon, County Counsel:

- October 11 meeting - Amendment to item #7A. - add Domaille.
October 21 meeting – Amendment to item #2A. – correct count to 3 yes, 1, no, 1 absent.

B. Behavioral Health Advisory Board Appointment

Departments: Clerk of the Board

Mono County Behavioral Health Advisory Board Appointments. The mission of

Note:

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

the Behavioral Health Advisory Board (BHAB) is to support individuals by promoting recovery, self-determination, and wellness in all aspects of life. The Board advises and evaluates the various functions and policies of the Behavioral Health Department that are under the direction of the Behavioral Health Director and jurisdiction of the Mono County Board of Supervisors (BOS).

Action: Appointed Stacey Powells Lyster, Stacy Corless, and Marcella Rose to the Mono County Behavioral Health Advisory Board for a three-year term. Re-appointed to the Mono County Behavioral Health Advisory Board: Dirk Addis and Rolf Knutson. All terms expire January 31, 2026.

Kreitz moved; Gardner seconded

5 Yes, 0 No

M23-016

C. FY 2023-24 Boating Safety and Enforcement Financial Aid Program Application

Departments: Sheriff

The purpose of the Boating Safety and Enforcement Financial Aid Program is to provide State financial aid to local governmental agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program. The program is intended to augment existing local resources for boating safety and enforcement activities and is not intended to fully fund Boating Safety and Enforcement programs.

Action: Approved Resolution R23-002, authorizing the County's participation in the in the FY 2023-2024 California Department of Boating and Waterways Grant Program and designation the Sheriff-Coroner as an authorized agent to sign for and administer the grant.

Kreitz moved; Gardner seconded

5 Yes, 0 No

R23-002

6. CORRESPONDENCE RECEIVED

A. Letter Regarding Dog Leash Laws in Mono City

Departments: Clerk of the Board

Letter received from Mono City resident regarding dog leash laws in Mono City, as requested to be agendize by Supervisor Kreitz at the January 3, 2023, meeting.

Supervisor Kreitz:

- Presented letter.

Note:

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

Supervisor Gardner:

- Will work with County Counsel to bring back to the Board.

Chair Duggan:

- Direction to staff: Agendize letter on a future meeting date.

7. REGULAR AGENDA - MORNING

A. Winter Seasonal Outlook Presentation

Departments: Clerk of the Board

(Chris Smallcomb, National Weather Service (NWS) Reno) - Presentation by Chris Smallcomb of the National Weather Service in Reno regarding the 2022/23 Winter Weather Outlook.

Chris Smallcomb, National Weather Service (NWS) Reno:

- Presented item.

B. Ratification of Emergency Proclamation

Departments: Emergency Management and County Counsel

(Chris Beck, Assistant County Counsel) - Proposed Resolution of the Mono County Board of Supervisors Ratifying Proclamation of Local Emergency and Declaring a Continued State of Local Emergency Due to Severe Winter Snowstorms Which Commenced on December 27, 2022.

Action: Adopted proposed resolution R23-003, ratifying Proclamation of Local Emergency and Declaring a Continued State of Local Emergency Due to Severe Winter Snowstorms Which Commenced on January 9, 2023.

Gardner moved; Peters seconded

5 Yes, 0 No

R23-003

Chris Beck, Assistant County Counsel:

- Presented item.

Stacey Simon, County Counsel:

- Will research if Mono County is eligible for the tax extension.

C. Resolution Making Findings under AB 361 - Related to Remote Meetings

Departments: County Counsel

(Stacey Simon, County Counsel) - Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of January 17, 2023, through February 16, 2023.

Note:

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

Action: Adopted proposed resolution R23-004, making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of January 17, 2023, through February 16, 2023.

Peters moved; Gardner seconded

5 Yes, 0 No

R23-004

Stacey Simon, County Counsel:

- Presented item.
- Will return to the Board on February 7.

Break 10:18 AM

Reconvened: 10:30 AM

D. PUBLIC HEARING - Appeal of a Planning Commission decision denying a General Plan Amendment to redesignate a parcel in Bridgeport

Departments: Community Development

(Michael Draper, Principal Planner) - Appeal of the Planning Commission decision to deny General Plan Amendment (GPA 22-03), a proposed change of Land Use Designation from Multi-Family Residential–Moderate (MFR-M) to Mixed Use (MU), and Use Permit 22-011, in support of a transient rental use.

Action: Continued the public hearing until March 14, 2023.

Peters moved; Gardner seconded

5 Yes, 0 No

M23-017

Wendy Sugimura, Community Development Director:

- Introduced and provided background.
- Recommends rehearing item at a later date.

Michael Draper, Principal Planner:

- Presented item.
- Discussed that the applicant requested that hearing be postponed to a later date and was notified.

Supervisor Peters:

- Discussed applicants concerns.

County Counsel Simon:

- Provided clarity on if the hearing is continued to a later date.

Public Hearing Open: 10:44 AM

E. Employment Agreement - Todd Graham

Note:

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

Departments: District Attorney

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

Action: Approved Resolution R23-005, approving an employment agreement with Todd Graham for the position of Mono County Assistant District Attorney.

Fiscal Impact: The full cost of salary and benefits for an entire fiscal year is approximately \$182,087, of which \$136,074 is salary and \$46,013 is benefits. This is included in the FY 2022/23 budget.

Gardner moved; Kreitz seconded

5 Yes, 0 No

R23-005

David Anderson, District Attorney:

- Presented item.

F. Amendment to Employment Agreement - Chris Mokracek

Departments: CAO

(Robert C. Lawton, CAO) - Proposed resolution approving a contract amendment for Christopher Mokracek as Interim Director of Animal Services and Director of Emergency Management, and prescribing the compensation, appointment and conditions of said employment.

Action: Approved Resolution R23-006, approving an amendment to the employment agreement with Christopher Mokracek and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: The fiscal impact of this interim appointment is an increase in salary and benefits of \$28,617, of which \$25,322 is salary and \$3,295 is benefits. The 15% increase will be covered through Animal Services wage and salary savings included in the approved FY 2022/2023 budget for the Animal Services department.

Gardner moved; Peters seconded

5 Yes, 0 No

R23-006

Robert C. Lawton, CAO:

- Presented item.

G. Purchase of Motorola Radio Equipment to Establish Radio Repeater Sites

Departments: CAO, Emergency Management

(Chris Mokracek, Director of Emergency Management) - Purchase of emergency radio equipment for 4-Channel VHF High Power ASR Sites with Radio Frequency

Note:

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Distribution Systems to be ultimately located at sites in Mammoth Lakes (2 sites), June Lake, Antelope Valley and Benton and incorporated into the State of California's CRIS Radio System. The County's payment obligations under the agreement shall be made contingent upon actual receipt of funding through the federal 2023 Omnibus Appropriations Bill.

Action: Authorized the County Administrative Officer, in consultation with County Counsel to: (1) negotiate terms, that do not substantively change the nature of the purchase or the price; and (2) execute an agreement with Motorola Solutions, Inc., in substantially the form attached to this staff report, for the purchase of radio equipment necessary to equip five (5) 4-Channel VHF High Power ASR Sites with Radio Frequency Distribution Systems, as generally set forth in the attached proposal from Motorola Solutions, Inc., and for a not-to-exceed amount of \$1,317,280.58. The County's payment obligations under the agreement shall be made contingent upon actual receipt of funding through the federal 2023 Omnibus Appropriations Bill and entry into an agreement with the California Office of Emergency Services to become a primary user of the CRIS radio system, unless the latter is waived by the County Administrative Officer for good cause.

Gardner moved; Kreitz seconded

5 Yes, 0 No

M23-018

Robert C. Lawton, CAO:

- Introduced and provided background of item.

Chris Mokracek, Director of Emergency Management:

- Presented item.

County Counsel Simon:

- Discussed contingencies as listed in staff report.
- Clarifies the requested warranty term.

Jeff Edelson, Outside Consultant:

- Discussed the five different sites.
- Addressed concerns with CRIS.

Public Comment:

Mike Curti, Antelope Valley Fire:

- Discussed concerns with CRIS.

Fred Stump:

- Discussed concerns with CRIS.

Scott McGuire, Chief Long Valley Fire:

- Discussed concerns with CRIS.

Chair Duggan:

Note:

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

- Provided a summary of item.

H. Ordinance Temporarily Waiving Cannabis Cultivation Tax

Departments: Finance, County Counsel

(Janet Dutcher, Director of Finance) - Proposed ordinance temporarily suspending and waiving the cannabis cultivation tax imposed by subsection (B)(1) of Mono County Code section 3.30.050, for the period of July 1, 2022, through June 30, 2025.

Action: Adopted proposed ordinance ORD23-001, temporarily suspending and waiving the cannabis cultivation tax imposed by subsection (B)(1) of Mono County Code section 3.30.050, for the period of July 1, 2022, through June 30, 2025.

Peters moved; Kreitz seconded

5 Yes, 0 No

ORD23-001

Janet Dutcher, Director of Finance:

- Presented item.

County Counsel Simon:

- Clarifies the emergency ordinance specifications and exemptions.

I. Budget Update - January

Departments: CAO

(Megan Chapman, Budget Officer) - This is a regular re-occurring item to provide an update to the Board on Budget that will occur the third Tuesday of every month.

Action: None.

Megan Chapman, Budget Officer:

- Presented item.

J. Strategic Plan Update

Departments: CAO

(Robert C. Lawton, CAO) - Presentation by Robert C. Lawton regarding Mono County Strategic Plan Update 2023-01-17.

Action: None.

Item pulled from meeting.

Note:

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

K. Receive Draft 2023-24 Federal Legislative Platform

Departments: County Administrative Officer

(Robert C. Lawton, County Administrative Officer) - In 2022, Mono County engaged the services of TFG, formerly known as The Ferguson Group, to support County efforts with respect to Federal funding and policy. With TFG's assistance, Mono County was allocated \$3,000,000 for radio system improvements in the FY2023 Omnibus Appropriations Bill. The 118th Congress convened on January 3, 2023, following a change in party control. Members of the Board of Supervisors will attend the National Association of Counties' Legislative Conference taking place in Washington from February 11 through 14. Working with County Supervisors and Department Heads, TFG has prepared a draft Legislative Platform for discussion today and Board action on February 7. The Platform will guide Federal legislative and agency advocacy efforts throughout the 118th Congress.

Action: None.

Robert C. Lawton, CAO:

- Introduced item.

Kristi More, TFG:

- Presented item.

Supervisor Salcido:

- Discussion on WIC, as it relates to this item.

Chair Duggan:

- Direction: Add a sixth category (Wildfire).

Moved to Board Reports.

8. CLOSED SESSION

Closed Session: 12:26 PM

Reconvened: 1:33 PM

Nothing to report out of Closed Session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE)

Note:

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and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Initiation of Litigation

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

County Counsel Simon:

- Item pulled – no need for this item.

C. Closed Session- Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Administrative Enforcement Action - Mono County v. Yzaguirre.

D. Closed Session- Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Administrative Enforcement Action – Mono County v. Olson.

E. Closed Session - Public Employee Evaluation

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

Moved to Adjournment.

9. REGULAR AGENDA - AFTERNOON

A. Community Corrections Partnership (CCP) Realignment Implementation Plan

Departments: Probation

(Karin Humiston, Chief of Probation) - A resolution of the Mono County Board of Supervisors authorizing the Mono County Community Corrections Partnership (CCP) Executive Committee to submit the Realignment Implementation Plan Annual Report for 2022 to the Board of State and Community Corrections.

Action: None.

Item pulled from agenda.

Note:

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

B. Pre- Housing Workshop Discussion

Departments: CAO

(Robert C. Lawton, County Administrative Officer) - Presentation by Robert C. Lawton and Stan Keasling regarding Pre-Housing Workshop.

Action: None.

Item pulled from agenda.

10. BOARD MEMBER REPORTS

Chair Duggan:

- Participated in the monthly NACo meeting for energy, environment, and land use.

Supervisor Gardner:

- Last Wednesday Jan. 11 I participated in a training session about LGBTQ+ language. The session was quite interesting and useful in helping us to be more sensitive to how we communicate to our LGBTQ+ population. Thanks to Rachel Barnett in our Public Health Dept. for sponsoring this training.
- On Thursday Jan. 12 I participated in the quarterly meeting of the Yosemite Gateway Partnership. The meeting was devoted to Yosemite Park staff presentations and participant discussion about the future of any reservation system in the Park. There will be additional opportunities for public comment as the Park staff considers how to move forward on this issue.
- On Friday I participated in the monthly meeting of the Eastern Sierra Transit Authority Board. We reviewed regular operating and financial reports and approved an increase in the Dial-A Ride service in Bishop.

Supervisor Kreitz:

- No report.

Supervisor Peters:

- Monthly meeting with the Bridgeport Indian Colony.

Supervisor Salcido:

- No report.

Moved to Item #8 - Closed Session.

ADJOURNED at 1:34 PM

ATTEST

Note:

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

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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

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



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.

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

**Regular Meeting
February 7, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-019 - M23-029

R23-007 – R23-012

ORD23-002 Not Used

9:09 AM Meeting called to order by Chair Duggan.

Supervisors Present: Duggan, Gardner, Kreitz, Salcido, and Peters. (All Supervisors attended via zoom or in person).

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Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Paula Richards:

- Discussed a Board letter of support approved 1/3/2023.

Patricia Robertson, Executive Director of Mammoth Lakes Housing:

- Provided an update on Affordable Housing Project - Access Apartments.

Supervisor Kreitz:

- Requested to agendaize Affordable Housing Project - Access Apartments.

Greg Cooke, owner of Mammoth Firewood:

Note:

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

- Thanked the Board for Letter of Recommendation.
- Discussed challenges of his business due to fees (disposal of organic material).

Chair Duggan:

- Requested to agendaize challenges of his business due to fees (disposal of organic material).

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

CAO Lawton: Absent – no report.

4. DEPARTMENT/COMMISSION REPORTS

Paul Roten, Public Works Director:

- Provided an update on upcoming CIP workshop.

Kathy Peterson, Social Services Director/Interim Director of Public Health:

- Provided department update.

Wendy Sugimura, Community Development Director:

- Provided a department update and staffing challenges.
- Discussed report on approvals on Lot Mergers.

Robin Roberts, Behavioral Health Director:

- Update on Wrap Around project/training.
- Thanked Sal Montanez, County Staff, and the Board.
- Discussed Mental Health Court.

Bryan Bullock, EMS Chief:

- Provided update on CPR training.
- Care Flight meeting tomorrow.
- Discussed Leadership meeting next week.
- Discussion on Bishop changing EMS service.
- Discussion on the storm from January 10 storm and RSV challenges with transporting patients with road closures.

Stacey Simon, County Counsel:

- Provided an update on reduction on Insurance fees.

Dr. Caryn Slack, Public Health Officer:

- Discussion on the CDC alert:
artificial tears pending additional guidance brand Ezri Tears.

Moved to Item #7c.

5. CONSENT AGENDA

Note:

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

(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. Resolution Making Findings under AB 361 - Related to Remote Meetings

Departments: County Counsel

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of February 7, 2023, through February 28, 2023.

Action: Adopted proposed resolution R23-007, making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of February 7, 2023, through February 28, 2023.

Gardner moved; Salcido seconded

5 Yes, 0 No

R23-007

B. June Lake Citizens Advisory Committee Appointment

Departments: Community Development

Appointed Gary Johanson to serve the remaining two years of a four-year term on the June Lake Citizens Advisory Committee, expiring December 31, 2024, as recommended by Supervisor Gardner.

Action: Appointed Gary Johanson to the June Lake Citizens Advisory Committee for a term expiring December 31, 2024.

Gardner moved; Salcido seconded

5 Yes, 0 No

M23-019

C. Inmate Welfare Fund Annual Report, Fiscal Year 2022-2023

Departments: Sheriff

California Penal Code Section 4025(e) states: The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. An itemized report of these expenditures shall be submitted annually to the board of supervisors.

Action: Received the Inmate Welfare Fund Annual Report for Fiscal Year 2021-2022.

Gardner moved; Salcido seconded

Note:

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

5 Yes, 0 No
M23-020

D. Privacy and Security Agreement Amendment with DHCS

Departments: Social Services

Amendment between Department of Health Care Services (DHCS) and Mono County to extend the termination date of the 2019 Privacy and Security Agreement to allow ongoing transmissions of Personally Identifiable Information (PII) while the 2022 renewal of the Agreement is finalized.

Action: Approved Amendment of the Medi-Cal Privacy and Security Agreement between Department of Health Care Services and Mono County for extension of the termination date through March 1, 2024, or upon execution of a successor Privacy and Security Agreement, whichever occurs first, and authorized Director of Social Services to sign the Amendment.

Gardner moved; Salcido seconded

5 Yes, 0 No
M23-021

E. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 12/31/2022.

Action: Approved the Treasury Transaction Report for the month ending 12/31/2022.

Gardner moved; Salcido seconded

5 Yes, 0 No
M23-022

F. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 12/31/2022.

Action: Approved the Investment Report for the Quarter ending 12/31/2022.

Gardner moved; Salcido seconded

5 Yes, 0 No
M23-023

Note:

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

6. CORRESPONDENCE RECEIVED - NONE

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: Public Health

(Jen Burrows, Deputy Director of Covid Operations/Infection Preventionist) - Update on Countywide response and planning related to the COVID-19 pandemic.

Action: None.

Jen Burrows, Deputy Director of Covid Operations/Infection Preventionist:

- Presented item.

Moved back to Department/Commission Reports.

B. Community Corrections Partnership (CCP) Realignment Implementation Plan

Departments: Probation

(Karin Humiston, Chief of Probation) - A resolution of the Mono County Board of Supervisors authorizing the Mono County Community Corrections Partnership (CCP) Executive Committee to submit the Realignment Implementation Plan Annual Report for 2022 to the Board of State and Community Corrections.

Action: 1) Adopted proposed Resolution R23-008, authorizing the Mono County Community Corrections Partnership (CCP) Executive Committee submission of the Realignment Implementation Plan Annual Report for 2022.

Kreitz moved; Gardner seconded

5 Yes, 0 No

R23-008

Jazmin Barkley, Deputy Probation Officer:

- Introduced item.

Jeff Mills, Fiscal & Administrative Services Officer Mono County Probation Department:

- Presented item.

C. Designation of Director of Social Services as Ex Officio Public Guardian/Public Administrator/Public Conservator; Related Actions

Departments: CAO

(Robert C. Lawton, CAO) - Designation of the Director of Social Services to serve, ex officio, as the Public Guardian, Public Administrator and Public

Note:

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Conservator (PA/PG/PC) for Mono County and related actions.

Action: 1) Approved revised job description for the position of Social Services Director to add, ex officio, the duties of PA/PG/PC;
2) Adopted proposed resolution R23-009, adopting a revised Salary Matrix applicable to At-Will employees and Elected Department heads to reclassify the position of Social Services Director and superseding and replacing R22-139.
3) Adopted proposed resolution R23-010, approving second amendment to the employment agreement with Kathryn E. Peterson, and prescribing the compensation, appointment, and conditions of said employment
4) Reviewed and approved draft Memorandum of Understanding between the Department of Behavioral Health and the newly established office of the PA/PG/PC related to collaboration in the provision of LPS Act conservatorship services.

Fiscal Impact: This item increases spending for the remainder of this fiscal year by \$10,773, of which \$9,383 is salary and \$1,390 is benefits. The annual cost of this position currently is \$175,144. If this item is approved, the annual cost will be \$200,999, of which \$165,399 is salary and \$35,600 is benefits.

Salcido moved; Gardner seconded

5 Yes, 0 No

M23-024

Salcido moved; Gardner seconded

5 Yes, 0 No

R23-009

Salcido moved; Gardner seconded

5 Yes, 0 No

R23-010

Stacey Simon, County Counsel:

- Provided background and presented item.
- Discussed the modification made to the MOU.
 1. Section 4 paragraph 4 – changed to collaborative.
 2. Section 7 paragraph 1 – changed to as need.

Kathy Peterson, Social Services Director/Interim Director of Public Health:

- Discussion on staff and department support.

D. Receive and Discuss Mono County Strategic Plan Progress Report

Departments: CAO

(Robert C. Lawton, CAO) - The Board of Supervisors began development of the 2022-2024 Mono County Strategic Plan in the Summer of 2021. Following an intense and inclusive process, receiving input from County residents, staff and

Note:

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elected officials, the Board adopted the Plan on April 5, 2022. Staff returns to the Board today to provide a Progress Report on outcomes recommended in Strategic Plan, and to solicit Board input on future Plan activities and outcomes.

Action: None.

Item moved to 2/21 meeting.

E. Adopt 2023-24 Federal Legislative Platform

Departments: CAO

(Robert C. Lawton, CAO) - In 2022, Mono County engaged the services of TFG, formerly known as The Ferguson Group, to support County efforts with respect to Federal funding and policy. With TFG's assistance, Mono County was allocated \$3,000,000 for radio system improvements in the FY2023 Omnibus Appropriations Bill. The 118th Congress convened on January 3, 2023, following a change in party control. Members of the Board of Supervisors will attend the National Association of Counties' Legislative Conference taking place in Washington from February 11 through 14. Working with County Supervisors and Department Heads, TFG has prepared a draft Legislative Platform for discussion on January 17 and Board action today. The Platform will guide Mono County's Federal legislative and agency advocacy efforts throughout the 118th Congress.

Action: Adopted a Minute Order M23-026, approving the Platform as the basis for Board and staff advocacy during the 118th Congress, with adding the Federal recognition to the tribe to the section of Tribal Communities under Communities support as amended.

Gardner moved; Peters seconded

5 Yes, 0 No

M23-025

Stacey Simon, County Counsel:

- Motion to approve with adding the federal recognition to the tribe to the section of Tribal Communities section under Communities Support.

Break: 10:52 am

Reconvened: 11:04 am

F. Amendment to Employment Agreement with Solid Waste Superintendent

Departments: Public Works

(Paul Roten, Public Works Director) - Proposed amendment to employment agreement with Justin Nalder to add temporary additional duties providing fleet

Note:

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management services, in addition to duties as Solid Waste Superintendent.

Action: Adopted Resolution R23 -011, approving an agreement and first amendment to employment agreement of Justin Nalder.

Fiscal Impact: This item increases costs for the remainder of this fiscal year by an estimated \$4,675, of which \$4,029 is salary and \$646 is benefits. The annual cost of this position currently is \$136,726. If this item is approved, the annual cost is estimated at \$147,946, of which \$106,376 is salary and \$41,570 is benefits. This cost increase is for a temporary period.

Peters moved; Gardner seconded

5 Yes, 0 No

R23-011

Paul Roten, Public Works Director:

- Presented item.

G. Overview of New Requirements Related to Campaign Contributions (SB 1439)

Departments: County Counsel

(Stacey Simon, County Counsel) - Presentation regarding new legal requirements related to recusal from and disclosure prior to specified types of board actions where a board member has received a campaign contribution from a party to or participant in the action within the prior 12 months; prohibition on contributions following action.

Action: None.

Stacey Simon, County Counsel:

- Presented item.

H. FY 2022-2027 Public Health Emergency Preparedness Grant Agreement #22-10664

Departments: Public Health

(Brienne Chappell-McGovern, Emergency Preparedness Manager; Kathy Peterson, Interim Public Health Director) - Proposed contract with California Department of Public Health (CDPH) Emergency Preparedness Office pertaining to FY 2022-2027 Public Health Emergency Preparedness Grant Agreement #22-10664.

Action: Approved, and authorized Board Chair to sign, contract with the California Department of Public Health (CDPH) Emergency Preparedness Office for the 2022-23 to 2026-27 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP), State General Fund (GF)

Note:

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Pandemic Influenza, and Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) Funding Grant Agreement Number 22-10664 for the period of July 1, 2022 through June 30, 2027 and a not-to-exceed amount of \$1,673,669. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not-to-exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Salcido moved; Peters seconded

5 Yes, 0 No

M23-026

Kathy Peterson, Social Services Director/Interim Director of Public Health:

- Introduced item.

Brianne Chappell-McGovern, Emergency Preparedness Manager:

- Presented item.

Moved to Board Reports.

8. CLOSED SESSION

First Closed Session: 12:20 PM

Reconvened: 1:06 PM

No reportable action.

Second Closed Session: 2:12 PM

Reconvened: 2:55 PM

Moved to Urgency Item – Item #12A.

A. Closed Session - Labor Negotiations

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

Note:

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Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

9. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No public comment.

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

10. REGULAR AGENDA - AFTERNOON

A. Public Hearing - Appeal of a Planning Commission Decision Approving a Use Permit for Sierra High Cannabis Farm

Departments: Community Development - Planning Division

(Michael Draper, Principal Planner) - Public hearing regarding the appeal of Use Permit 21-006/Sierra High for a commercial cannabis business consisting of cultivation, distribution, and non-storefront retail at 7761 Eastside Lane in the Antelope Valley.

Action: Adopted proposed resolution, R23-012, denying the appeal of the Planning Commission decision on December 15, 2022, to permit Use Permit 21-006/Sierra High for a commercial cannabis business consisting of indoor and outdoor cultivation, distribution, and non-storefront retail, located at 7761 Eastside Lane, Topaz (APN 001-150-004)

Kreitz moved; Peters seconded

5 Yes, 0 No

R23-012

Action: Adopted the "Staff Responses" contained in the staff report as findings of the Board.

Kreitz moved; Peters seconded

5 Yes, 0 No

M23-027

Public Hearing Opened: 1:07 PM

Michael Draper, Principal Planner:

- Presented item.

Supervisor Duggan:

- Discussed the timeline of the project.

Wendy Sugimura, Community Development Director:

Note:

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- Discussed staff report and written response.

Public Comment:

Dan Landrum, Project Manager:

- Discussed the process, timeline, permits.

Cynthia, Coleville resident:

- Requested that the Board meet in Walker for Public Hearing.

Helen Thomson:

- Discussion on Public Comment from Planning Meeting.
- Discussion on Mono County vs Douglas County.

Rod Vickers:

- Discussed his concerns with the security and nature.

Valanda Corbett:

- Discussed road access.

Public Hearing Closed: 1:59 PM

11. BOARD MEMBER REPORTS

Chair Duggan:

- Attended CSA #1 meeting.
- Attended RCRC meeting.
- Attended Tri-Valley Water District meeting.
- Attended Economic Development/Tourism meeting.
- 2/1 – NACo Land Use

Supervisor Gardner:

- On Wednesday Jan. 18 I chaired the quarterly meeting of the Mono County First 5 Commission. Topics at that meeting included approval of several contracts, review of the Annual First 5 Evaluation Report and Audit, and a discussion of potential childcare initiatives the Commission could pursue.
- On Thursday Jan. 19 I participated in a meeting of the Mono Basin Partners coordinated by the DeChambeau Creek Foundation. We reviewed plans for four different task forces to work in 2023 to improve various parts of Mono Basin recreation facilities and programs. Using volunteers, funding from various sources, and working with our Federal, State, and non-profit partners, the goal is to work on projects this spring, summer, and fall around the Mono Basin area.
- On Monday, Jan. 23 I participated in a call with the group that planned the Children's Summit last summer. We discussed the priorities identified at the Summit, including continuing the Children's Wellbeing Dashboard and childcare initiatives.
- On Thursday, Jan. 26 I chaired the quarterly meeting of the Collaborative Planning Team. Topics at that meeting included the Caltrans Sustainable Transportation Planning Grant Program and the Yosemite National Park Visitor Access Planning and Summer Construction Projects.
- On Wednesday, Feb. 1 I participated in the monthly meeting of the June Lake Citizens

Note:

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

Advisory Committee. Topics at that meeting included concerns about skiers parking on Rt. 158, a review of activities related to the recent storms, and avalanche notification processes.

- On Friday, Feb. 6 I participated in the monthly meeting of the Kutzadika Tribal Council. Topics at that meeting included the Mono Lake Committee effort to encourage the California State Water Resources Board to hold a hearing on the continued decrease in the lake levels and actions to reverse that trend. There is a virtual meeting on Feb. 15 sponsored by the Water Resources Board to discuss this matter and hear public comments. I intend to provide comments from the County based on our prior correspondence to LADWP and other discussion about Mono Lake. Other topics at the Tribal Council meeting included their continued effort to obtain Federal recognition of their Tribe.
- Finally, yesterday I participated with Supervisor Salcido in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics at that meeting included updates about the Community Economic Resiliency Fund (CERF) and the Comprehensive Economic Development Strategy (CEDS), as well as reports from the various partner representatives.

Supervisor Kreitz:

- January 23 - MLH Board meeting- approved contract with Hansen Construction for the Homekey project. Authorized the permanent contribution of 30% of MLH's developer fee into the project to help offset a \$531K cost overrun on the project and directed staff to go to the Town, County and others to help fill the gap. MLH has put out their 2021-2022 Impact Statement. I will share it with the Clerk to share with you all. MLH has entered 10 units into the Coordinated Entry System.
- January 24 - attended the Pickle Meadows Community Leaders Lunch. Nice event to meet others and learn more about the role of the facility.
- January 26 - IMACA Board meeting - I submitted my application for the Board, and as such was invited to introduce myself to the Board. They will consider my appointment at their next Board meeting. Items of interest during the meeting was review and approval of their annual audit, review of financial statements, an announcement that a prior employee of IMACA working as controller is returning, and discussion of how to get the word out about utility bill payment assistance to residents of Mono County as much of the funds have been spent in Inyo County to date.
- PIT Count held on January 25th.
- February 6 - meet and greet with Chief People Officer

Supervisor Peters:

- 1-24 Visited MWTC for the community leader's luncheon.
- Attended the IMACA meeting.
- Meeting with Marcella Rose.
- Attended Indian Colony Meeting.
- Meeting with Jeff Simpson.
- Attended WIR meeting.

Supervisor Salcido:

- 1-19 Mammoth Community Water District meeting regarding Public Health request for water surveillance. Item passed unanimously.
- 1-24 Visited MWTC for the community leader's luncheon.

Note:

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- 1-25 CERF listening luncheon meeting sponsored by the Sierra Business Council.
- 1-26 Collaborative Planning Team
- 1-26 Attended the JEDI meeting.
- 2-2 Southern California Regional Meeting of the California Wildfire and Forest Resilience Task Force
- 2-6 Eastern Sierra Sustainable Recreation Partnerships, ESSRP

Moved to Closed Session.

12 A. Urgency Item

Action: Determine that there is a need to take immediate action with respect to the proposed agenda item (appointment of an Acting County Administrative Officer), that the need for action came to the County's attention subsequent to the agenda being posted, and that therefore the item should be added to the agenda.

Gardner moved; Salcido seconded

5 Yes, 0 No

M23-028

Stacey Simon, County Counsel:

- Suggested that an urgency item be added due to facts that were received after the agenda was posted on Friday.
- There is a need for the Board to take action prior to the next Board of Supervisors meeting.
- CAO Robert Lawton is unavailable to perform services for the County at the moment, there is a need for services to continue.

Supervisor Gardner:

- Read the Motion to add "Urgent" Agenda Item.

B. Appointment of County Counsel Stacey Simon as Acting CAO

Action: Appoint Stacey Simon, County Counsel, as Acting County Administrative Officer

Peters moved; Salcido seconded

5 Yes, 0 No

M23-029

ADJOURNED in memory of Gordon Courtney at 2:59 PM.

ATTEST

RHONDA DUGGAN

Note:

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

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

**Regular Meeting
February 21, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-030 - M23-035

R23-013 – R23-017

ORD23-002 Not Used

9:01 AM Call meeting to order by Chair Duggan

Supervisors Present: Duggan, Gardner, Kreitz, Peters, and Salcido. (All Supervisors attended via zoom or in person).

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

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No public comment.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Stacey Simon, Acting CAO:

- 2/6 – Met with department heads regarding recruitment of a Chief People Officer.
- 2/8 – Finance Director Janet Dutcher attended California Broadband Cooperative and provided an update.

Note:

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- 2/10 – Attended Eastern Sierra Council of Governments (ESCOG).
- 2/13 – Executed the contract with Motorola Solutions.
- Held several meetings with Mary - Happy to have Mary Booher back.
- Discussed the several meetings with Mary and staff regarding County Operations.
- Met with our labor negotiations team.
- Thanked Paul Roten for addressing the icicle issue at Memorial Hall.

4. DEPARTMENT/COMMISSION REPORTS

Wendy Sugimura, Community Development Director:

- Discussed staff shortages.
- Provided Planning Commission meeting update.

Lauren Kemmeter, Coordinator Tobacco Education Program:

- Speaking on behalf of six youth activists regarding commercial tobacco product waste.

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. Reappointment to Mono County Child Care Council

Departments: Clerk of the Board

The reappointment of Jacinda Croissant for a two-year term expiring February 21, 2024, to the Mono County Child Care Council.

Action: Reappointed Jacinda Croissant to the Mono County Child Care Council, for a two-year term expiring February 21, 2024.

Gardner moved; Salcido seconded

5 Yes, 0 No

M23-030

B. Planning Commission Appointments

Departments: Community Development Department

Nominations for reappointment to a four-year term on the Mono County Planning Commission.

Note:

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

Action: Reappointed Chris Lizza, with term expiring March 1, 2027, to the Mono County Planning Commission as recommended by Supervisor Salcido; and Reappoint Patricia Robertson, with term expiring March 1, 2027, to the Mono County Planning Commission as recommended by Supervisor Kreitz.

Gardner moved; Salcido seconded

5 Yes, 0 No

M23-031

C. Data Sharing Agreement with California Health and Wellness Plan

Departments: Behavioral Health

Proposed contract with California Health and Wellness Plan pertaining to bi-directional Data Sharing required by the Department of Health Care Services.

Action: Approved contract with California Health and Wellness Plan for the provision of bi-directional Data Sharing from December 31, 2022, for a 1-year term renewing automatically for one-year periods for up to 5 years and authorized the Behavioral Health Director to execute said contract on behalf of the County.

Gardner moved; Salcido seconded

5 Yes, 0 No

M23-032

D. Revised Waste Disposal Agreement with D&S Waste Removal, Inc.

Departments: Public Works - Solid Waste

Proposed revised contract with D&S Waste Removal, Inc., pertaining to the disposal of waste collected in unincorporated areas of Mono County.

Action: Approved, and authorized Chair to sign, revised contract with D&S Waste Removal, Inc. for Waste Disposal services for the period January 1, 2023, through December 31, 2033.

Gardner moved; Salcido seconded

5 Yes, 0 No

M23-033

E. Resolution to Allow Easy Smart Pay Service

Departments: Finance

Resolution to use the Easy Smart Pay Service as an option for Mono County taxpayers to pay property taxes in monthly installments.

Note:

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

Action: Approved the Resolution, authorizing the use of Easy Smart Pay Service, a third-party service providing taxpayers with the option to pay secured property taxes in monthly installments.

Gardner moved; Salcido seconded

5 Yes, 0 No

R23-013

F. Wastewater Sampling MOU with Mammoth Community Water District

Departments: Public Health

Approval of proposed, revised MOU between Mono County and the Mammoth Community Water District for wastewater sampling and analysis to detect infectious diseases.

Action: Approved revised MOU between Mono County and the Mammoth Community Water District for wastewater sampling and analysis to detect infectious diseases for the period January 20, 2023, to June 30, 2024. The term may be extended for subsequent one or two-year terms by mutual written consent of the Parties.

Gardner moved; Salcido seconded

5 Yes, 0 No

M23-034

6. CORRESPONDENCE RECEIVED - NONE

7. REGULAR AGENDA - MORNING

A. February 28, 2023, Termination of Local Emergency for COVID-19

Departments: Public Health

(Dr. Caryn Slack, Public Health Officer) - Proposed resolution terminating local emergencies related to COVID-19, effective February 28, 2023.

Action: Adopted proposed Resolution, terminating the local health emergency related to COVID-19 pandemic declared by the County Health Officer on March 15, 2020, and ratified by the Board of Supervisors on March 17, 2020, and terminating local emergency declared by the Board of Supervisors on March 17, 2020 (R20-30)

Kreitz moved; Salcido seconded

5 Yes, 0 No

R23-014

Dr. Caryn Slack, Public Health Officer:

- Presented item.

Note:

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

B. Midyear Budget Report Fiscal Year 2022-23

Departments: CAO

(Megan Chapman, Budget Officer) - The Midyear budget report provides a summary of the Fiscal Year 2022-23 Adopted Budget, an overview of elements that influence budget, review of balances available for future appropriations and a brief description of requested budget adjustments/allocation list changes needed to provide services through June 30, 2023.

Action: Approved FY 2022-23 Appropriation Transfer Requests, as presented.

Gardner moved; Salcido seconded

5 Yes, 0 No

M23-035

Approved Resolution, adopting a schedule for position classifications in conjunction with the adoption of the FY 2022-23 Midyear budget adjustments.

Gardner moved; Salcido seconded

5 Yes, 0 No

R23-015

Megan Chapman, Budget Officer:

- Presented item.

Break: 9:51 AM

Reconvened: 10:07 AM

C. 2023 Mono County Capital Improvement Plan (CIP)

Departments: Public Works

(Paul Roten, Public Works Director, Janet Dutcher, Finance Director) - Workshop for developing the list of projects on the proposed 2023 Mono County five-year Capital Improvement Plan and programming of available financial resources.

Action: Reviewed draft 2023 Mono County's five-year Capital Improvement Plan and discussed list of projects and associated funding resources.

Paul Roten, Public Works Director:

- Presented item.

D. Salary Matrix Amendment - New Position of Road Operations Superintendent

Note:

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

Departments: CAO; HR

(Stacey Simon, Acting CAO) - Proposed resolution adopting a revised salary matrix applicable to at-will and elected department heads to eliminate the position of Roads Operations and Fleet Superintendent (Range 14) and add the position of Road Operations Superintendent (Range 11), superseding and replacing resolution R23-009 and making non-substantive corrections.

Action: Adopted proposed Resolution, adopting a revised salary matrix applicable to at-will and elected department heads to eliminate the position of Roads Operations and Fleet Superintendent (Range 14) and add the position of Road Operations Superintendent (Range 11), superseding and replacing resolution R23-009 and making non-substantive corrections.

Gardner moved; Salcido seconded

5 Yes, 0 No

R23-016

Stacey Simon, Acting CAO:

- Presented item.

E. Employment Agreement - Road Operations Superintendent

Departments: Public Works

(Paul Roten, Public Works Director) - Proposed resolution approving a contract with Steve Reeves as Road Operations Superintendent, and prescribing the compensation, appointment, and conditions of said employment.

Action: Adopted Resolution approving an employment agreement with Steve Reeves and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: Total cost of salary and benefits for FY 2022-23 is \$135,344, of which \$101,541 is salary, and \$33,847 is benefits. The prorated amount for the remainder of FY 2022-23 is \$45,114, of which \$33,847 is salary and \$11,268 is benefits. This is included in the Public Works approved budget.

Gardner moved; Kreitz seconded

5 Yes, 0 No

R23-017

Paul Roten, Public Works Director:

- Presented item.

Moved to Board Reports.

8. CLOSED SESSION

Note:

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

*Closed Session: 11:54 AM
Reconvened: 1:41 PM*

The Board took action in Closed Session to appoint Mary Booher as the interim Assistant County Administrator and terminate the appointment of County Counsel Simon as Acting County Administrator.

A. Closed Session - Labor Negotiations

Stacey Simon, County Counsel:

- Remove Bob Lawton add Mary Booher on behalf of CAO Office.

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

B. Closed Session - 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 - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Titles: Acting County Administrator and Interim Assistant County Administrator.

The Board took action in Closed Session to appoint Mary Booher as the interim Assistant County Administrator and terminate the appointment of County Counsel Simon as Acting County Administrator.

9. BOARD MEMBER REPORTS

Chair Duggan:

- 2/9-10/23- The Ferguson Group - Capitol Hill Visits:
I participated with Co-Chair Peters and Chair Pro Tempore Kreitz in appointments with our former District Jay Olberholte and current representative Kevin Kiley Kevin Kiley (R-CA) and their staffs. We also met with the staffs of Senators Feinstein and Padilla. We discussed a range of important issues in Mono County with the House members,

Note:

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including affordable housing, forest management, the Payments-in-Lieu-of-Taxes (PILT) program, and the upcoming reauthorization of the Farm Bill in the fall.

We thanked them for their support of the recently approved Congressionally Directed Spending request of \$3 million to Mono County for the CRISS radio system hardware and have already received the 2023 Appropriations Request forms from Rep. Kiley and Sen. Feinstein for submission in March. We garnered continued support for federal recognition of the Kudzatika'a Tribe in the Mono Basin and will be working with both houses to bring this forward.

- On Friday we met with USDA Forest Service Director Jake Donnay on regional cooperation with local staff in the Humbolt-Toiyabe and Inyo National Forest on forest oversight, emergency closures and housing. Director Donnay pledges to relay our concerns and keep the dialog active.
- 2/11-14 NACo Legislative Forum in Washington, DC. – Highlights
- I participated with my colleagues, Supervisors Peters and Kreitz, attending various policy discussions and steering committees. My Steering Committee of Energy, Environment, and Land Use approved resolutions “Encouraging Federal Funding for Food Waste Management, Encouraging Congress to Pass the Historic Preservation Enhancement Act, and Support of the Federal Government’s Justice40 Initiative to combat the effects of climate change.
- I attended the 2023 Farm Bill Overview and Panel Discussion the understand the process, policy, and priorities within the proposes 12 titles of legislation and where those can assist Mono County.
- I also participated in the NACo Public Lands Summit on Wildfire and Resiliency. The panel included U.S. Forest Service (USFS) Chief Randy Moore. Chief Moore provided us with an update on the implementation of the USFS’s 10-year strategy aimed at protecting communities from catastrophic wildfires and improving forest resilience. Specifically, the strategy calls for the Forest Service to treat up to an additional 20 million acres on national forests and grasslands and support treatment of up to an additional 30 million acres of other federal, state, Tribal, private and family lands.
- During the Q&A, I asked Chief Moore about ways the Forest Service could use their land to increase housing for their employees and their families, as the USFS is facing the same employee shortage we are due to lack of housing. He was receptive to working with communities to improve housing and increase densities on public lands, citing a pilot program in Colorado that was already working on this. I connected with my colleague in Colorado for more information and will pursue inclusion in the program. The session is available on CSPAN www.c-span.org/video/?526013-1/forest-service-chief-wildfire-resiliency, and the support for the effort is included in the upcoming Farm Bill (in Title VI or VIII.)
- Title VI – Rural Development - the Community Connect Program, the Community Facilities Program and the Water, Waste Disposal and Wastewater Facility Grants and Loans Program.
- Title VIII – Forestry - The Forestry title reauthorizes and maintains the primary authorities that allow the U.S. Forest Service to carry out the agency’s mission and programs. The title streamlines and eliminates unused and unfunded authorities while also reducing the discretionary spending level for the agency to bring it in line with historical appropriations. Additional forest management tools are provided to reduce administrative burdens and increase efficiencies to promote cross-boundary, landscape-scale forest restoration projects.
- I continue to follow up with our new contacts on upcoming projects and opportunities to support Mono County priorities.

Supervisor Gardner:

Note:

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- On Wednesday, Feb. 8 I participated in the monthly meeting of the Mono Basin RPAC. Topics at that meeting included review of the County General Plan amendments and an update on the Bodie Drilling Project in Nevada.
- On Thursday Feb. 9 I led a June Lake Community Visioning meeting at the Community Center. We identified several projects the community was interested in pursuing in the June Lake Loop area.
- On Feb.10 I participated in the regular meeting of the Eastern Sierra Council of Governments. Topics at that meeting included approving several administrative items for the ESCOG, an update on the status of the California Economic Development Strategy (CEDS) and the California Economic Resiliency Fund (CERF), and approval of a Master Challenge Cost Sharing Agreement with the US Forest Service.
- Also, on Friday Feb. 10 I participated in the monthly meeting of the Eastern Sierra Transit Authority Board. Topics at that meeting included review of regular operations and financial reports. Ridership continues to increase for many of the ESTA routes.
- On Monday, Feb. 13 I participated in the quarterly meeting of the Yosemite Area Regional Transit System Board. Topics at that meeting included review of various operations reports and discussion of YARTS schedules for the 2023 season.
- On Wednesday, Feb. 15 I represented the County at a virtual workshop held by the California Water Resources Board on the topic of the continued decreased water levels of Mono Lake. There were almost 400 participants at this workshop. Formal presentations were provided by the Mono Lake Committee, the LA Dept. of Water and Power, the California Dept. of Fish and Wildlife, and the Kutzadika Tribe. Numerous public comments were also provided. I ask that the County prepare a letter to the Water Board stating our concerns about the lake levels by the March 17 due date.
- Finally, on Thursday Feb. 16 I participated in a meeting of the Mono Basin Fire Safe Council. Topics at that meeting included planning for clearing of the fire break around the Mono City area and plans for working with the new County Wildlife Coordinator.

Supervisor Kreitz:

- February 9-14th attended the NACo Legislative Conference. Met with USDA FS Director Jake Donnay to discuss all this Forest Service including public lands for housing, the upcoming Farm Bill reauthorization, the emergency closures of the Forest Service, the Mill City issue. We met with staff of both Senator Feinstein and Padilla. Senator Feinstein staff did indicate that she would be sponsoring a bill to address the locality pay of the FS staff, which has plagued the NFS here in the Eastern Sierra.
- February 15th - CCP - Emergency Shelter/Transitional Housing -moving forward and using the ADU prescriptive design. Ideally using the two-bedroom design.
- February 15th - I attended the Mammoth Lakes Town Council meeting. The Council reviewed their draft budget and heard a request from MLH for additional \$400,000 for the Homekey project in Mammoth Lakes.
- February 16th - I attended the Mono County Treasury Oversight Committee meeting. Gerald Frank, Janelle Mills and Janet Dutcher do a commendable job maintaining a secure and profitable investment pool for everyone.
- February 17 - I participated in a CCRH preparation meeting for a meeting between the CCRH Board and the HCD Director and staff.

Supervisor Peters:

- 2/9- 2/10 - The Ferguson Group - Capitol Hill Visits.
- 2/9-2/14 - attended the NACo Legislative Conference. Met with USDA FS Director Jake

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Donnay to discuss all this Forest Service including public lands for housing, the upcoming Farm Bill reauthorization, the emergency closures of the Forest Service, the Mill City issue. We met with staff of both Senator Feinstein and Padilla. Senator Feinstein staff did indicate that she would be sponsoring a bill to address the locality pay of the FS staff, which has plagued the NFS here in the Eastern Sierra.

- Participated in the CIO Forum.
- Will send out the power point from the CIO Forum to be distributed.
- Attended WIR meeting.
- Discussed the Federal Broadband money.
- Attended Resilient Counties and Art meeting.

Supervisor Salcido:

- 2/8 Attended the Mono Basin RPAC meeting.
- 2/10 Attended the ESCOG meeting.

Moved to Closed Session.

ADJOURNED at 1:45 PM

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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

Note:

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



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.

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

**Regular Meeting
March 7, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-036 - M23-044

R23-018 – R23-021

ORD23-002 Not Used

9:02 AM Meeting called to order by Chair Duggan.

*Supervisors Present: Duggan, Kreitz, and Salcido. (All Supervisors in person).
Supervisors Gardner and Peters were absent.*

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

Pledge of Allegiance led by Supervisor Salcido.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Nick Way, Bridgeport resident:

- Discussed the challenges and emergency response in Bridgeport due to storm.

Terry Padilla, Bridgeport resident:

- Discussed the challenges and emergency response in Bridgeport due to storm.

2. RECOGNITIONS

A. Proclamation Designating the Month of March 2023 as Grand Jury Awareness Month

Departments: Clerk of the Board

Note:

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

(Chair Duggan) - Proclamation designating March 2023 as Grand Jury Awareness Month.

Action: Approved the proclamation designating March 2023 as Grand Jury Awareness Month.

Salcido moved; Kreitz seconded

3 Yes, 0 No, 2 Absent

M23-036

Chair Duggan:

- Presented item.

Juliana Olinka Jones, Grand Jury Foreman:

- Discussed the application process for Grand Jury.

B. Proclamation Designating the Month of March 2023 as Red Cross Month

Departments: Social Services

(Cathy Young, Supervising Staff Services Analyst County of Mono Department of Social Services) - Proclamation designating March 2023 as Red Cross Month.

Action: Approved the proclamation designating March 2023 as Red Cross Month.

Kreitz moved; Salcido seconded

3 Yes, 0 No, 2 Absent

M23-037

Kathy Peterson, Social Services Director/Interim Director of Public Health:

- Presented item.

3. COUNTY ADMINISTRATIVE OFFICER

Mary Booher, Acting CAO:

- Update on current County status from the storms and preparations for upcoming storms.
- Provided an update on Chief People Officer, position has been filled and contract will be coming to the Board.

4. DEPARTMENT/COMMISSION REPORTS

Sheriff Braun:

- Discussed the ongoing efforts the Sheriff's Office has provided to the County and is preparing for the next storm.
- Discussed resources regarding the avalanche.

Janet Dutcher, Finance Director:

- Provided an update on the status of sending, receiving mail regarding property taxes, and property that is up for tax sale.

Note:

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Stacey Simon, County Counsel:

- Discussed the appreciation of all the support that the Mono Basin residents have received from all the various agencies.
- Discussed Anne's last day with Mono County. Offered well wishes to Anne Frievalt.

Bryan Bullock, Chief of Mono County Emergency Management Services:

- Provided a department update and thanked the community for coming together.
- Discussion on the Care Flight and upcoming Care Flight memorial.
- Thanked Public Works.
- Provided an update on staffing issues.

Chris Mokracek, Mono County Emergency Management Director:

- Discussion on community efforts.
- Update on preparations for upcoming storms.
- Update on sandbags.
- Discussion on working with Inyo and the State on an Incident Management Team.

Kathy Peterson, Social Services Director:

- Provided an update on the shelters.

Break: 10:13 AM

Reconvened: 10:28 AM

Paul Roten, Public Works Director:

- Provided a department update regarding status from storm.

Robin Roberts, Behavioral Health Director:

- Discussed the resources that Behavioral Health has to offer in this stressful time.

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

1). Approval of the Board Minutes from the Regular Meetings in November 2022. 2). Approval of the Board Minutes from the Special Meeting on November 22, 2022.

Action: 1). Approved the Board Minutes from the Regular Meetings on November 1, 2022. 2). Approved the Board Minutes from the Regular Meeting on November 8, 2022. 3). Approved the Board Minutes from the Special Meeting on November 22, 2022.

Kreitz moved; Salcido seconded

3 Yes, 0 No, 2 Absent

M23-038

Note:

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B. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 1/31/2023.

Action: Approved the Treasury Transaction Report for the month ending 1/31/2023.

Kreitz moved; Salcido seconded

3 Yes, 0 No, 2 Absent

M23-039

C. Medi-Cal County Inmate Program

Departments: Sheriff

Proposed contract no. 23-MCIPMONO-26 with California Department of Health Care Services pertaining to participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Years (FY) 2023-2024, 2024-2025, and 2025-2026.

Action: Approved County entry into proposed contract number 23-MCIPMONO-26 with the California Department of Health Care Services for participation in the Medi-Cal County Inmate Program, total contract amount not to exceed \$269.70, and authorized Sheriff Ingrid Braun to execute said contract on behalf of the County.

Kreitz moved; Salcido seconded

3 Yes, 0 No, 2 Absent

M23-040

D. Community Corrections Partnership Executive Committee Appointment

Departments: Probation

Proposed Resolution R23-018, approving the appointment of District Attorney David Anderson to the Community Corrections Partnership Executive Committee and confirming membership of that Committee. Mono County Community Corrections Partnership Executive Committee at its regular meeting on February 15, 2023, voted to recommend David Anderson's appointment to the Executive Committee.

Action: Adopted Resolution R23-018, declaring approval of the appointment of the following members to the Mono County Community Corrections Partnership Executive Committee.

Kreitz moved; Salcido seconded

3 Yes, 0 No, 2 Absent

R23-018

Note:

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E. Allocation List Amendment - Probation Department

Departments: Probation

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate one (1) Behavioral Health Services Coordinator I position and add one (1) Behavioral Health Services Coordinator III position in the Department of Probation.

Action: Adopted Resolution R23-019, authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate one (1) Behavioral Health Services Coordinator I position and add one (1) Behavioral Health Services Coordinator III in Probation.

Kreitz moved; Salcido seconded

3 Yes, 0 No, 2 Absent

R23-019

F. Madera County Sheriff-Coroner: Agreement for Autopsy Services

Departments: Sheriff

Proposed 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 contract with Madera County Sheriff-Coroner for the term of October 1, 2022, and end September 30, 2024.

Kreitz moved; Salcido seconded

3 Yes, 0 No, 2 Absent

M23-041

G. Local Agency Technical Assistance (LATA) Grant MOU Agreement with Golden State Connect Authority (GSCA)

Departments: Information Technology

Proposed memorandum of understanding (MOU) with the Golden State Connect Authority (GSCA) for the implementation of the Local Agency Technical Assistance (LATA) grant.

Action: Approved, and authorized Board Chair to sign, a memorandum of understanding (MOU) with the Golden State Connect Authority (GSCA) for the implementation of the Local Agency Technical Assistance (LATA) grant. Additionally, provide authorization for the Interim Information Technology (IT) Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not-to-exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Note:

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Kreitz moved; Salcido seconded
3 Yes, 0 No, 2 Absent
M23-042

6. CORRESPONDENCE RECEIVED - NONE

7. REGULAR AGENDA - MORNING

A. Employment Agreement - Undersheriff

Departments: Sheriff

(Sheriff Braun) - Proposed resolution approving a contract with Clint Dohmen as Undersheriff, and prescribing the compensation, appointment, and conditions of said employment.

Action: Adopted Resolution R23-020, approving an amendment to the employment agreement with Clint Dohmen and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: The estimated cost for filling this vacancy for the remainder of the fiscal year is \$70,111, of which \$48,241 is salary, \$3,618 is POST Education pay, and \$21,870 is benefits. The annual cost of this position is \$240,386, of which \$165,399 is salary, \$12,405 is POST Education pay, and \$74,987 is benefits. The cost of this position is included in the Sheriff's FY 2022-23 adopted budget.

Salcido moved; Kreitz seconded
3 Yes, 0 No, 2 Absent
R23-020

Sheriff Braun:

- Presented item.

B. Emergency Declarations - 2022/23 Winter Storms

Departments: Emergency Management

(Chris Mokracek, Director of Emergency Management) - Review of declaration of emergency related to severe winter storms issued in January of 2023, and ratification of proclamation of emergency related to additional severe storms issued on February 28, 2023.

Action: 1. Continued local emergency declaration related to severe winter storms made by the Director of Emergency Services on January 10, 2023, (and ratified and continued by the Board of Supervisors on January 17, 2023).

Kreitz moved; Salcido seconded
3 Yes, 0 No, 2 Absent
M23-043

Note:

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2. Adopted Resolution R23-021, ratifying and continuing proclamation of emergency related to additional severe winter storms made by the Director of Emergency Services on February 28, 2023.

Kreitz moved; Salcido seconded

3 Yes, 0 No, 2 Absent

R23-021

Chris Mokracek, Director of Emergency Management:

- Presented item.

Mary Booher, Acting CAO:

- Provided an update about the Bridgeport Post Office.

Stacey Simon, County Counsel:

- Clarified that the language in the resolution and proclamation do include seeking the Federal Declaration of Emergency.

Janet Dutcher, Finance Director:

- Provided a CALOES update.

C. Requests for Federal Resources

Departments: County Administration

(Mary Booher, Acting County Administrative Officer) - Presentation by Mary Booher and Kristi More, The Ferguson Group, regarding Mono County requests to the Federal delegation for resources.

Action: Approved final projects for submittal for the Federal budget process as amended.

Salcido moved; Kreitz seconded

3 Yes, 0 No, 2 Absent

M23-044

Mary Booher, Acting CAO:

- Presented item.

Supervisor Salcido:

- Moved to approve with the Board direction to allow the Board Chair or Acting County Administrative Officer to sign on behalf of the County moving forward.

8. CLOSED SESSION

Closed Session: 11:45 AM

Reconvened: 12:32 PM

Nothing to report out of Closed Session.

Note:

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A. Closed Session - Labor Negotiations

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

B. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Chair Duggan:

- 2/23 - Special Meeting of L TC - I participated in the Special Meeting with Commissioner Kreitz. Discussions focused on the Draft 23/24 Overall Work Program, a review of Unmet Transit Needs, and more discussion on the Micro transit Study in the Town of Mammoth Lakes. Reports came from: Caltrans - they are beginning environmental work on the Wildlife Crossing across the from Mammoth/Yosemite Airport in March and repairing speed cam signs in North County. YARTS: Aligning their summer schedule to coincide with delivery of new buses and won't anticipate starting Eastside service before June but plan to extend through October.
- I attended the RCRC Legislative Update. Some of the bills to watch AB 2374 (Bauer-Kahan) Crimes against public health and safety: illegal dumping and AB 2449(Rubio, Blanca) Open meetings: local agencies: teleconferences. These bills are still in development, and RCRC is collecting feedback from local legislators on how they are coping with emergencies while trying to do the public's business. More to come ...
- 2/28 - I participated in the CSA1 meeting where I introduced the CIP process and forms. I will be working with them to update the funding information for Public Works so they can proceed with scheduling.
- 3/1 - I listened in on the CSAC Rural Caucus, where staff discussed a variety of issues coming before the California Legislature and possibly our local boards.
- 3/3 - I attended the NWS Water Supply and Snowmelt Flood Outlook. We are all aware that 40+ year snowfall records could be broken and most of Mono County is no longer in drought. However, concerns grow over developing atmospheric river conditions and the impact on small streams, particularly in Mono County. Be aware and prepare.

Supervisor Gardner:

- Absent – no report.

Supervisor Kreitz:

- Feb 22 - Sierra Nevada Conservancy Pre-Board meeting - East Subregion Check -in meeting. Inyo County Supervisor Jeff Griffiths is the sitting Board member for the Eastern Sierra Region. At their March 2 board meeting the SNC Board did approve \$27 million in Watershed Improvement Programs and grants <https://sierranevada.ca.gov/snc-approves-27-million-in-watershed-improvement-program-grants/>
- Also, on 2/22 - I participated with CSAC Housing Land-use and Transportation Committee of both staff and Chairs. We are preparing for upcoming meetings.

Note:

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- February 23 - LTC Special meeting – the LTC approved a \$28,000 Micro transit Study for Mammoth Lakes with funding from the Local Transportation Fund (LTF).
- February 27th - The Town County Liaison committee met to discuss the upcoming meeting between the two boards, the topics for discussion and the future meeting schedule of meeting the third Tuesdays of May and October every year going forward.
- 2/27 - CSAC Homelessness Action Taskforce meeting
- 2/27 - Special MLH meeting - the board authorized the buyback of an Aspen Village deed restricted unit using the Town's RLF. This is a 120% AMI unit that will be resold. Those interested in buying a below market rate condo should contact MLH for more information and complete the homebuyer application.
- February 28th - I attended a Silver Peaks Development meeting along with the development team of Visionary Homebuilders, MLH and the Bishop City Manager.
- 2/28 - I attended the Eastern Sierra Wildlife Stewardship Team meeting.
- 2/28 - I participated in a meeting between the CCRH Board and HCD Director Velasquez and staff. We discussed nine bullet points of issues impacting affordable housing development.
- March 1 — I attended a meeting of the CSAC Rural Caucus.
- 3/1 - I participated in an Eastern Sierra CoC Governance workshop to discuss updating our documents.
- March 2 - I attended the CSAC Board meeting, and the CSAC Homelessness Strategy Session.

Supervisor Peters:

- Absent – no report.

Supervisor Salcido:

- 2/23 - 2/24 – Attended the CSAC New Supervisors Training
- 2/27 – Attended Town/County meeting.
- 2/28 – Attended the Eastern Sierra Wildlife Task Force meeting.
- 3/1 – Attended the CSAC Rural Caucus.
- 3/1 – Attended the Water Shed Improvement Summit.

ADJOURNED at 1: 33 PM.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

Note:

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

DRAFT MEETING MINUTES

March 7, 2023

Page 10 of 10

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

Note:

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**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
March 14, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-045 - M23-052

R23-022 – R23-023

ORD23-002 Not Used

9:02 AM Meeting called to order by Chair Duggan.

Supervisors Present: Duggan, Gardner, Kreitz, Peters, and Salcido. (All attended in person, teleconference, or via zoom).

Supervisors Absent: None.

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

Pledge of Allegiance led by Chair Duggan.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Scott Armstrong, Regional Broadband Coordinator for ESCOG:

- Discussed Broadband Grant and verification of service speed.
- **Stacey Simon, County Counsel:** Requests to have the Broadband Grant be added to the next agenda.

Elin Ljung, Mono City resident:

- Discussed the challenges in Mono City, specifically about people skiing on the closed highway 395.

Note:

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Sheriff Braun:

- Provided clarity on post regarding people skiing on the closed highway 395.

Cathy Hysell, Bridgeport resident:

- Discussed the challenges in Bridgeport during the storms and backup generator.

Moved to item #7a.

2. RECOGNITIONS

A. General Aviation Appreciation Month

Departments: Clerk of the Board

(Steve Fong, Communications Director Alliance for Aviation Across America) - Proclamation recognizing March 2023 as General Aviation Appreciation Month.

Action: Approved the proclamation recognizing March 2023 as General Aviation Appreciation Month.

Salcido moved; Peters seconded

5 Yes, 0 No

M23-046

Chair Duggan:

- Presented item.

Mary Booher, Acting CAO:

- Read the proclamation.

B. Proclamation Honoring Those Lost-on Care Flight Crash in Stagecoach, Nevada

Departments: County Administration Office

(Mary Booher, Acting County Administrative Officer) - Presentation by Mary Booher honoring those who lost their lives in the Care Flight accident on February 24, 2023, in Stagecoach, Nevada.

Action: Approved the proclamation honoring those who lost their lives in the Care Flight accident on February 24, 2023, in Stagecoach, Nevada as amended.

Gardner moved; Peters seconded

5 Yes, 0 No

M23-047

Mary Booher, Acting CAO:

- Presented item.

Supervisor Gardner:

- Moved to approve proclamation with the Board directed 3 following corrections:

Note:

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- Insert Lee Vining after Bridgeport in first line, capitalize “Airport”, and Contribution to be changed to lower case.

3. COUNTY ADMINISTRATIVE OFFICER

Mary Booher, Acting CAO:

- Discussed the Supervisors appointing an Alternate Supervisor in the event of an emergency.
- Discussed the Housing Opportunities Manager and IT Management positions are now on the County’s Job Opportunities page on Website.

4. DEPARTMENT/COMMISSION REPORTS

Wendy Sugimura, Community Development Director:

- Provided an update on the new Principal Planner, Brent Calloway, application that has been appealed, and Paula Richards withdrawing her request with the Board.

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. Reappointment to Mono County Child Care Council

Departments: Clerk of the Board

The reappointment of Pam Kobylarz-Heays for a two-year term expiring March 14, 2025, to the Mono County Child Care Council.

Action: Reappointed Pam Kobylarz-Heays to the Mono County Child Care Council, for a two-year term expiring March 14, 2025.

Gardner moved; Salcido seconded

5 Yes, 0 No

M23-048

B. White Mountain Fire Department Appointment

Departments: Clerk of the Board

Pursuant to Health and Safety Code sections 13000 - 13970, the White Mountain Fire Protection District (White Mountain Fire) informed the Mono County Clerk of a vacancy on its governing board. Notice of the vacancy was posted in three conspicuous places as required by Government Code section 1780. Since it is past the 60-day time frame in which the White Mountain Fire Board could have made the appointment, under section 1780, the Board of Supervisors may make the appointment. Subsequently, White Mountain received one application, from Robin Picken. Accordingly, the White Mountain Fire Board is asking that the Board of Supervisors appoint Robin Picken a member of the White Mountain Fire governing board for a term ending November 30, 2026.

Note:

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Action: Appointed Robin Picken to the White Mountain Fire Protection District governing board for a term ending November 30, 2026.

Gardner moved; Salcido seconded

5 Yes, 0 No

M23-049

6. CORRESPONDENCE RECEIVED

A. Letter from State Senator Marie Alvarado-Gil Requesting Emergency Support for Mono County

Departments: Clerk of the Board

Letter received from Marie Alvarado-Gil, State Senator, Fourth District regarding the request for urgent assistance obtaining additional snow removal equipment and personnel to respond to the State of Emergency in Mono County.

Action: None.

Chair Duggan:

- Presented item.

Break: 9:53 AM

Reconvened: 10:03 AM

Moved to item #7b.

7. REGULAR AGENDA - MORNING

A. Authorization of Remote Participation in Board Meeting Due to Winter Storms

Departments: County Counsel

(Stacey Simon, County Counsel) - Authorization for teleconference participation in today's meeting by members of the Board of Supervisors under the modified Brown Act procedures of AB 361, based on Governor Newsom's March 1, 2023, Proclamation of Emergency resulting from severe storms and a finding that in-person participation would result in an imminent risk to the health and safety of meeting attendees. This authorization may last through April 13, 2023, provided the above conditions remain in effect.

Action: Pursuant to subdivision (1)(B)(2) of Government Code 54953, found that: (1) on March 1, 2023, Governor Newsom proclaimed a state of emergency in Mono and twelve other California Counties due to the effects of severe winter storms; and (2) as a result of the conditions underlying the emergency declaration, the holding of an in-person meeting of the Board of Supervisors presents an imminent risk to the health and safety of attendees who would need

Note:

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to drive on icy and/or unplowed roads in poor driving conditions with low visibility to reach the in-person location.

Salcido moved; Gardner seconded

5 Yes, 0 No

M23-045

Stacey Simon, County Counsel:

- Presented item.

Moved to item #2a.

B. Storm Update

Departments: Emergency Management

(Chris Mokracek, Director of Emergency Management) - Presentation by Chris Mokracek providing an update on the impacts of and response to the current winter storms.

Action: None.

Chris Mokracek, Director of Emergency Management:

- Presented item.

Public Comment:

Cathy Hysell, Bridgeport resident:

- Discussion on the difficulty for the elderly community using online services for taxes and other county business.

Moved to Item #7c.

Stacey Simon, County Counsel:

- Discussed the draft letter from Emily Fox, Deputy County Counsel on the challenges with the Bridgeport Post Office for immediate distribution.
- Staff to work with the Chair of the Board to finalize and execute letter to the Chair of the Board of Governors, USPS (Roman Martinez), Postmaster General and Chief Executive Officer, Congressman Kiley, USPS Office of Government Relations, and White House Office of Intergovernmental Affairs.

Break: 12:00 PM

Reconvened: 12:11 PM

Moved to Closed Session.

C. PUBLIC HEARING: Appeal of a Planning Commission Decision Denying a General Plan Amendment to Redesignate a Parcel in Bridgeport

Departments: Community Development

(Wendy Sugimura, Community Development Director) - Appeal of the Planning Commission decision to deny General Plan Amendment (GPA 22-03), a

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proposed change of Land Use Designation from Multi-Family Residential–Moderate (MFR-M) to Mixed Use (MU), and Use Permit 22-011, in support of a transient rental use.

Action: Continue the Public Hearing on May 2nd at 9am.

Peters moved; Salcido seconded

5 Yes, 0 No,

M23-050

Wendy Sugimura, Community Development Director:

- Presented item.

Open Public Hearing: 12:19 PM

D. Workshop on Housing Opportunities for Mono County

Departments: County Administration Office

(Stanley Keasling, Consultant) - Presentation by Stanley Keasling regarding the development of Affordable/Workforce Housing in Mono County.

Action: None.

Stanley Keasling, Consultant:

- Presented item.

E. Letter to Liberty Utilities Regarding Compliance with Requirements to Underground Utility Lines

Departments: Community Development Department

(Wendy Sugimura, Community Development Director) - The Planning Commission requests the Board of Supervisors send a letter to Liberty Utilities requesting a written response and attendance at meetings to discuss Mono County requirements to underground utility connections.

Action: Authorized the Chair to sign the letter on behalf of the Board and send it to Liberty Utilities.

Peters moved; Kreitz seconded

5 Yes, 0 No

M23-051

Wendy Sugimura, Community Development Director:

- Presented item.

F. Employment Agreement - Chief People Officer

Departments: County Administration Office

Note:

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

(Mary Booher, Acting County Administrative Officer) - Proposed resolution approving a contract with John ("Jack") Conry as Chief People Officer, and prescribing the compensation, appointment and conditions of said employment.

Action: Adopted Resolution R23-022, approving an employment agreement with John Conry and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: Estimated cost of this position for the remainder of the fiscal year is \$43,931, of which \$31,647 is salary and \$12,283 is benefits. The full cost of salary and benefits for an entire fiscal year is approximately \$163,171, of which \$117,547 is salary and \$45,624 is benefits. This is included in the County Administration FY 2022/23 budget.

Gardner moved; Kreitz seconded

5 Yes, 0 No,

R23-022

Mary Booher, Acting CAO:

- Presented item.

G. Employment Agreement - Deputy District Attorney III

Departments: District Attorney

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

Action: Approved Resolution R23-023, approving an employment agreement with Lauren Ryerson for the position of the Mono County Deputy District Attorney III.

Fiscal Impact: Estimated cost of this position for the remainder of the fiscal year is \$44,192, of which \$31,836 is salary and \$12,356 is benefits. The full cost of salary and benefits for an entire fiscal year is approximately \$160,687, of which \$117,547 is salary and \$43,140 is benefits. This is included in the District Attorney's FY 2022/23 budget.

Peters moved; Gardner seconded

5 Yes, 0 No

R23-023

David Anderson, District Attorney:

- Presented item.

H. Budget Update - March

Departments: County Administration Office

(Megan Chapman, Budget Officer) - A standard, repeatable, annual budget process and timeline will allow for transparency, collaboration and ensure

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needed services are provided in Mono County in compliance with the County Budget Act.

Action: 1. Approved Budget Calendar for implementation by Mono County staff for FY 2023-24. 2. Approved moving forward with a standard annual budget process and timeline for FY 2023-24 and future years.

Gardner moved; Salcido seconded

5 Yes, 0 No

M23-052

Mary Booher, Acting CAO:

- Introduced item.

Megan Chapman, Budget Officer:

- Presented item.

I. Quarterly Economic Report

Departments: Economic Development

(Jeff Simpson, Economic Development Director) - Economic Development Department Staff will provide a quarterly report on Mono County economic data utilizing research and information available through local, State and federal sources.

Action: None.

Jeff Simpson, Economic Development Director:

- Presented item.

Moved back to item #7b.

8. CLOSED SESSION

Closed Session: 2:59 PM

Reconvened: 3:57 PM

Nothing to report out of Closed Session.

Moved to item #7c.

A. Closed Session - Labor Negotiations

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

Note:

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Association (PARA), Mono County Correctional Deputy Sheriffs' Association.
Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

9. BOARD MEMBER REPORTS

- No Board reports.

ADJOURNED at 3:59 PM.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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

Note:

These draft 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
March 21, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-053 - M23-061

R23-024

ORD23-002 Not Used

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

Supervisors Present: Duggan, Gardner, Kreitz, and Peters (all attended in person, teleconference, or via zoom).

Supervisors Absent: Supervisor Salcido.

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

Pledge of Allegiance led by Supervisor Kreitz.

Mary Booher, Acting CAO:

- Pull items 7e, 8b, and 8d.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Cory Zila, Tioga Green Owner:

- Discussion on the challenges his business is experiencing during the storms and is asking for assistance, tax diversion/relief.

Kendra Knight, Sustainability Coordinator, Waste Connections - Mammoth Disposal:

- Discussion on SB54 appointment letter.

Note:

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- Stated she is the contact for any recycling needs.

Supervisor Kreitz:

- Inquired about Federal or State funding for assistance for Mono County businesses.

Mary Booher, Acting CAO:

- Brief discussion Federal Declaration and will go into further detail during Item 7a.

2. RECOGNITIONS

A. Proclamation Recognizing Don Nunn for his years of County Service

Departments: Public Works

(Paul Roten, Public Works Director) - Recognition of Don Nunn, Public Works Maintenance Work Order Tech, for his 14 years of service with Mono County.

Action: Approved proclamation in appreciation and recognition of Don Nunn.

Peters moved; Kreitz seconded

4 Yes, 0 No, 1 Absent

M23-053

Mary Booher, Acting CAO:

- Presented item.

3. COUNTY ADMINISTRATIVE OFFICER

Mary Booher, Acting CAO:

- Introduced new Chief People Officer, Jack Conry.

Jack Conry, Chief People Officer:

- Excited to join Mono County.

4. DEPARTMENT/COMMISSION REPORTS

Janet Dutcher, Finance Director:

- Discussed Property Taxes requirements for mailed taxes and bank closures.

Kathy Peterson, Social Services Director/Interim Director of Public Health:

- Remembered Antelope Valley Senior Barbara "Bobbie" Guterl.

Supervisor Peters:

- Spoke about Barbara "Bobbie" Guterl.

Wendy Sugimura, Community Development Director:

- Report on 3/16 Planning Commission meeting.

Robin Roberts, Behavioral Health Director:

- Provided an update for Governor Newsom's sweeping changes to laws and funding regarding mental health and housing.

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 the December 2022 meetings.

Action: 1. Approved the Board minutes from the December 6, 2022, regular meeting. 2. Approved the Board minutes from the December 13, 2022, regular meeting. 3. Approved the Board minutes from the December 20, 2022, regular meeting.

Gardner moved; Kreitz seconded

4 Yes, 0 No, 1 Absent

M23-054

B. **Claim for Damages - Donovan Bernard**

Departments: Risk Management

On 2/21/2023 the County of Mono received a claim for damages related to an Eastern Sierra Transit Authority (ESTA) vehicle accident on 11/16/2022 at the Lancaster Metrolink Station in Lancaster, CA. This claim is misdirected, as ESTA is a separate legal entity from Mono County.

Action: Denied the claim submitted by West Coast Trial Lawyers on behalf of Donovan Bernard, and directed the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denial.

Gardner moved; Kreitz seconded

4 Yes, 0 No, 1 Absent

M23-055

C. **County Medi-Cal Administrative Activities (CMAA) / Targeted Case Management (TCM) Host Entity Agreement Between the County of Santa Cruz and County of Mono**

Departments: Public Health

Proposed contract with the County of Santa Cruz pertaining to County-Based Medi-Cal Administrative Activities (CMAA) / Targeted Case Management (TCM) Agreement.

Action: Approved, and authorize the Interim Public Health Director to sign,

Note:

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

contract with County of Santa Cruz for County-Based Medi-Cal Administrative Activities (CMAA) / Targeted Case Management (TCM) Administration Services for the period July 1, 2022, through June 30, 2025.

Gardner moved; Kreitz seconded

4 Yes, 0 No, 1 Absent

M23-056

D. Public Health Department County Medi-Cal Administrative Activities (CMAA) Participation Agreement Effective July 1, 2021

Departments: Public Health

Proposed contract with the State of California, Department of Health Care Services pertaining to the Participation Agreement between the Department of Health Care Services and the County of Mono for participation in the County Medi-Cal Administrative Activities program under California's Medi-Cal program. The proposed contract will replace current Contract 21-10014 A01.

Action: Approved, and authorized the Interim Public Health Director to sign, contract with the State of California, Department of Health Care Services pertaining to the Participation Agreement between the Department of Health Care Services and the County of Mono for participation in the County Medi-Cal Administrative Activities program under California's Medi-Cal program. The contract will remain in effect until terminated by either party.

Gardner moved; Kreitz seconded

4 Yes, 0 No, 1 Absent

M23-057

E. SB54 Advisory Board Appointment Letter of Recommendation

Departments: Clerk of the Board

The Plastic Pollution Prevention and Packaging Producer Responsibility Act ("SB 54") requires the Director of the Department of Resources Recycling and Recovery (CalRecycle) to appoint a producer responsibility advisory board by July 1, 2023, for the purpose of identifying barriers and solutions to creating a circular economy and advising the department, producers, and producer responsibility organizations in the implementation of this new law. This item presents a letter of recommendation to CalRecycle SB 54 Implementation Team for the appointment of Kendra Knight to the SB54 Advisory Board.

Action: Approved the letter as presented.

Gardner moved; Kreitz seconded

4 Yes, 0 No, 1 Absent

M23-058

Note:

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

A. Letter to United States Postal Service Regarding June Lake, Lee Vining and Bridgeport Post Offices

Departments: Clerk of the Board

A letter signed by Board Chair Duggan to the United States Postal Service Board of Governors, regarding the ongoing crisis within Mono County with respect to residents' access to mail service.

B. Letter in Support of Application for Grant Funds for Campground Improvements

Departments: Clerk of the Board

Letter of support for the Mammoth Lakes Trails and Public Access Foundation (MLTPA) and its funding proposal to the Sierra Nevada Conservancy's Vibrant Recreation and Tourism Grant Program for support of the "Eastern Sierra Campground Improvements" project as recommended by the Eastern Sierra Sustainable Recreation Partnership (ESSRP) and its Sustainable Recreation and Tourism Initiative (SRTI). This letter was executed by Chair Duggan pursuant to the County's approved Legislative Platform.

7. REGULAR AGENDA - MORNING

A. Winter Storm Update

Departments: Emergency Management

(Chris Mokracek, Director of Emergency Management) - Presentation by Chris Mokracek providing an update on the impacts of and response to the current winter storms.

Action: None.

Chris Mokracek, Director of Emergency Management:

- Presented item.

Break: 10:28 AM

Reconvened: 10:39 AM

B. County Fees - Workshop

Departments: CAO, Finance

(Mary Booher, Acting County Administrative Officer; Janet Dutcher, Finance Director) - The County engaged Willdan Financial Services to identify and calculate the cost of county services, including specifically the County's current total cost of providing each service. Willdan has completed the fee study and will guide a discussion about their methodology and inputs used in making the calculations, the results of the fee study, recommendations regarding the Board's authority to subsidize fees at less than full cost, and next steps towards

Note:

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adopting an updated master fee schedule in time for the FY 2023-24 budget.

Action: None.

Mary Booher, Acting CAO:

- Introduced item.

Tony Thrasher, Willdan Financial Services:

- Presented item.

Janet Dutcher, Finance Director:

- Provided background.
- Thanked Willdan for their hard work.
- Discussed the Finance Fees.

C. 2022 Mono County Child Care Needs Assessment

Departments: Mono County Child Care Council

(Kevin Lian, Mono County Child Care Council Program Coordinator) - Request for approval of the 2022 Mono County Child Care Needs Assessment, conducted to assess current and future childcare needs in Mono County in preparation for updating the strategic plan for the Mono County Child Care Council.

Action: Approved 2022 Mono County Child Care Needs Assessment to submit to the California Department of Education.

Gardner moved; Peters seconded

4 Yes, 0 No, 1 Absent

M23-059

Kevin Lian, Mono County Child Care Council Program Coordinator:

- Presented item.

D. Update from Regional Broadband Coordinator on FCC Broadband Map and Federal Affordable Connectivity Program

Departments: CAO

(Scott Armstrong, Regional Broadband Coordinator) - Presentation from Scott Armstrong, Regional Broadband Coordinator with the Eastern Sierra Council of Governments, regarding: 1) the need for residents and business owners to verify their Internet service availability and locations; and 2) the availability of a Federal Affordable Connectivity Program that can help low-income households pay for broadband service and internet-connected devices.

Action: None.

Scott Armstrong, Regional Broadband Coordinator:

- Presented item.

Note:

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

E. Grant Agreement to Mammoth Lakes Housing (MLH) for the Innsbruck Lodge Affordable Housing Project and Appropriations Increase

Departments: CAO, County Counsel, Finance

(Mary Booher, Acting County Administrative Officer) - At the January 18, 2022, Board of Supervisors meeting, the Board made a financial commitment of up to \$550,000 towards MLH's Innsbruck Lodge Affordable Housing project, a project to convert an existing hotel into 15 affordable residential units and one manager's unit. To execute the transfer of funds to MLH, a request is being made for the Board to approve a County grant agreement between the County and MLH, making a revocable grant in an amount not to exceed \$1 million, restricted to the acquisition, construction, and development of seven County-Assisted units. The grant provides for a 55-year use restriction against the property. A request is also being made to increase the appropriations in the County's Affordable Housing fund by \$550,000 so that disbursement can be made directly to MLH. The County's affordable housing fund has an estimated spendable carryover balance of \$1,072,000.

Action: None.

Item not heard.

F. Board Letter to the State Water Resources Control Board Regarding Mono Lake

Departments: County Counsel

(Christopher Beck, Assistant County Counsel) - Letter to the State of California Water Resources Control Board (SWRCB) commenting on the SWRCB's Workshop on the Status of Mono Lake, held on February 15, 2023.

Action: Approved and authorized the Chair to execute letter to the State of California Water Resources Control Board as amended.

Gardner moved; Peters seconded

4 Yes, 0 No, 1 Absent

M23-060

Stacey Simon, County Counsel:

- Presented item.

Supervisor Gardner:

- Moved to approve with the following Board directed revisions to letter:
- Delete the lake level targets (second to last paragraph), and we need to address the diversion schedule.
- Asking the department of water resources board to Hold a follow up hearing this year.
- Emphasize the needed outcome to preserve the gains from this year's wet weather.

Note:

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G. Educational Incentive Pay for Position of Mono County Sheriff-Coroner

Departments: CAO, Human Resources

(Mary Booher, Acting County Administrative Officer) - Proposed resolution providing educational incentive for position of Mono County Sheriff-Coroner.

Action: Adopted proposed Resolution R23-024, implementing educational incentive pay for position of Sheriff-Coroner of Mono County.

Fiscal Impact: This item increases costs for the remainder of this fiscal year by \$4,449, of which \$3,438 is education incentive and \$1,011 is benefits. If this item is approved, the annual cost of this position will be \$261,385, of which \$170,264 is salary, \$12,770 is education incentive, and \$78,351 is benefits. This is an annual cost increase of \$16,524.

Peters moved; Gardner seconded

4 Yes, 0 No, 1 Absent

R23-024

Mary Booher, Acting CAO:

- Presented item.

H. Appointment of CAO to Boards / Commissions / Committees

Departments: Clerk of the Board

(Scheereen Dedman, Clerk of the Board) - The Mono County Administrative Officer (CAO) needs to be appointed by the Mono County Board of Supervisors in order to serve on any County Boards / Commissions / Committees. In order to avoid any interruption in service, the appointment must be made in title.

Action: Appointed CAO to the Town-County Liaison Committee, and as an alternate to the Local Transportation Committee.

Kreitz moved; Gardner seconded

4 Yes, 0 No, 1 Absent

M23-061

Chair Duggan:

- Presented item.

Moved to item 9.

8. CLOSED SESSION

Closed Session: 12:32 PM

Reconvened: 1:00 PM

Nothing to report out of Closed Session.

Note:

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

A. Closed Session - Labor Negotiations

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

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Amerisourcebergen Drug Corporation; Cardinal Health, Inc.; McKesson Corporation; Purdue Pharma L.P.; Purdue Pharma, Inc., et al., United States District Court, Eastern District of California, Case No. 2:18-cv-01149-MCE-KJN

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

D. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Chair Duggan:

- Attended the RCRC Board meeting via zoom.
- Attended the Golden State Finance meetings via zoom.
- Attended the workshop on Volunteer Shelters.

Supervisor Gardner:

- Last Saturday, March 18 I drove to Mono City via Bishop and Nevada to meet with residents there about the storm situation. It was a good meeting with about 35 members of the community. Concerns expressed during the meeting included better communication from Caltrans about the status of the Hwy 395 clearing above Lee Vining, additional plowing in the Mono City area, when possible, the potential for financial assistance to support storm damage, future planning for how to handle major storms, and interim policies for education of Mono City children. I am pursuing these items with appropriate County and other staff. The Mono City community was appreciative of County efforts during the storms over the past several weeks and has showed much resilience in taking care of each other.

Supervisor Kreitz:

- Met with Michael Smith and Kendra Knight last week.

Note:

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Supervisor Peters:

- Thanked Supervisor Kreitz for leading a call with the Bridgeport Indian Colony regarding housing.

Supervisor Salcido:

- Absent – no report.

Moved to Item 8.

ADJOURNED at 1:03 in memory of Barbara "Bobbie" Guterl.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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

Note:

These draft 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 April 18, 2023

Departments: Community Development

TIME REQUIRED

SUBJECT June Lake Citizens Advisory
Committee Appointment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Appointment to the June Lake Citizens Advisory Committee.

RECOMMENDED ACTION:

Approve the recommended appointment of Kelsey Glastetter to the June Lake Citizens Advisory Committee for the remainder of the term expiring on December 31, 2024.

FISCAL IMPACT:

None.

CONTACT NAME: April Sall

PHONE/EMAIL: 760.932.5423 / asall@mono.ca.gov

SEND COPIES TO:

asall@mono.ca.gov; hwillson@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[June Lake CAC Appointment staff report and application](#)

History

Time	Who	Approval
4/11/2023 4:38 AM	County Counsel	Yes
3/30/2023 8:38 AM	Finance	Yes
4/11/2023 7:54 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

Planning Division

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

April 18, 2023

TO: Honorable Mono County Board of Supervisors
FROM: April Sall, Planning Analyst, for Bob Gardner, District 3 Supervisor
RE: June Lake Citizens Advisory Committee Appointments

RECOMENDATION

Appoint Kelsey Glastetter to a four-year term on the June Lake Citizens Advisory Committee, expiring December 31, 2024, as recommended by Supervisor Gardner.

FISCAL IMPACT

No fiscal impacts are expected.

DISCUSSION

The June Lake Citizens Advisory Committee (JLCAC) may consist of up to 10 members. The current membership consists of seven members. Supervisor Gardner recommends the appointment of Kelsey Glastetter to serve the remaining 20 months of a four-year term (see attachment), at which time she can be reappointed for a full four-year term. With the new member, the June Lake Citizens Advisory Committee will consist of eight members and two vacant seats. Terms last for four years and are staggered to facilitate smooth transitions. The following summarizes the status of appointments and CAC membership:

Proposed appointment to term expiring December 31, 2024:

1. Kelsey Glastetter

Existing Members

1. Gary Johanson
2. John Decoster
3. Janet Hunt
4. David Rosky
5. Julie Brown
6. Clair Landowski
7. Kevin Larson

Term Expires

12-31-24
12-31-26
12-31-26
12-31-24
12-31-26
12-31-26
12-31-24

This staff report has been reviewed by the Community Development Director.

If you have questions regarding this matter, please contact April Sall at 760.932.5423 or Supervisor Gardner.

ATTACHMENTS:

1. Application for Kelsey Glastetter

Regional Planning Advisory Committees

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

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

MEMBERSHIP APPLICATION

This application is for membership in the following RPAC (choose one):

- | | |
|--|---|
| <input type="checkbox"/> Antelope Valley | <input checked="" type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil | <input type="checkbox"/> Long Valley |
| <input type="checkbox"/> Bridgeport Valley | <input type="checkbox"/> Mono Basin |
| <input type="checkbox"/> Chalfant Valley | <input type="checkbox"/> Swall Meadows |

Name Kelsey Glastetter

Address [REDACTED]

City/State/Zip [REDACTED]

Phone (day) [REDACTED]

Phone (eve.) _____

Email kelseyglastetter@gmail.com

Occupation/Business Forestry Project Manager at Sierra Nevada Alliance; Host at June Mountain

Special interests or concerns about the community:

- inclusive and equitable housing for the community

- transportation (active transportation planning, public transportation, and parking)

- climate-forward actions and solutions

Signature [REDACTED]

Date 03/21/2023



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: Community Development

TIME REQUIRED

SUBJECT Wheeler Crest Design Review
Committee Appointment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Appointment to the Wheeler Crest Design Review Committee.

RECOMMENDED ACTION:

Appoint one new member, Alisa Adriani to the Wheeler Crest Design Review Committee for a three-year term expiring on April 18, 2026, as recommended by Supervisor Duggan.

FISCAL IMPACT:

None.

CONTACT NAME: Kelly Karl

PHONE/EMAIL: 7609241809 / kkarl@mono.ca.gov

SEND COPIES TO:

kkarl@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> WCDRC Appointment Staff Report</p>

History

Time	Who	Approval
4/11/2023 4:39 AM	County Counsel	Yes
3/30/2023 8:37 AM	Finance	Yes
4/11/2023 7:55 AM	County Administrative Office	Yes

Mono County Community Development Department

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

Planning Division

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

April 4, 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Kelly Karl, Planning Analyst, for Rhonda Duggan Supervisor District #2

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

RECOMMENDED ACTION

Supervisor Duggan, District #2 requests Board consideration of the following recommendation for new membership appointment to the Wheeler Crest Design Review Committee. Appoint new member, Alisa Adriani, to the Committee for a three-year term expiring in April 2026, as recommended by Supervisor Duggan.

FISCAL IMPACT

No fiscal impacts are expected.

MEMBERSHIP UPDATE DISCUSSION

Per Ordinance 15-04, the Committee may operate with five to seven members total and up to four members shall be appointed to a three-year term and up to three shall be appointed to a two-year term. Three of the five previous Committee member terms expired in March 2022. Recruitment efforts are still underway for the remaining vacant positions, however, recruiting members who can attend in-person meetings monthly is challenging. Vacant positions will be filled at future Board meetings as applications are received.

RECOMMENDED APPOINTMENT

1. Judy Beard
2. Bob Weiland

Term Expires:

- November 2024 (three-year term)
- November 2024 (three-year term)

EXISTING MEMBERS

3. Alisa Adriani

April 2026 (three-year term)

VACANT MEMBERS

4. VACANT (Three-year term)
5. VACANT (Two-year term)
6. VACANT (Two-year term)
7. VACANT (Two-year term)

If you have any questions regarding this item, please contact Kelly Karl at 760-924-1809. This staff report has been reviewed by the Community Development Director.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: CAO and County Counsel

TIME REQUIRED

SUBJECT Ordinance amending Section 2.60.090 to establish the Office of Emergency Management within the office of the County Administrative Officer

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed ordinance amending existing section 2.06.090 of the Mono County Code in order to located the county director of emergency services within the Office of the County Administrator, rather than the Office of the Sheriff-Coroner.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

None.

CONTACT NAME: Emily Fox

PHONE/EMAIL: 7609241712 / efox@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Emergency management ordinance

History

Time	Who	Approval
4/11/2023 4:41 AM	County Counsel	Yes

4/3/2023 4:59 PM

Finance

Yes

4/11/2023 7:54 AM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Emily Fox

Date: April 18, 2023

Re: Ordinance amending Section 2.60.090 to establish the Office of Emergency Management within the office of the County Administrative Officer

Strategic Plan Focus Areas Met

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

Discussion

Currently, under existing Mono County Code section 2.60.090, the county director of emergency services is created and situated within the Sheriff-Coroner's office. As the COVID-19 pandemic demonstrated, there is a need for emergency services to be coordinated across all departments within Mono County government. As such, the office of the County Administrative Officer is a more appropriate department for the county director of emergency services to be located.

Accordingly, the attached ordinance amends existing section 2.60.090 to move the office of emergency management to within the office of the County Administrative Officer. The existing ordinance and the ordinance as amended contains a description of all the powers and duties of the emergency services director.

The Board performed the first reading of this proposed ordinance on April 4, 2023.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1712.



ORD23-__

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING MONO COUNTY CODE SECTION 2.60.090 TO ESTABLISH THE OFFICE OF EMERGENCY MANAGEMENT WITHIN THE OFFICE OF THE COUNTY ADMINISTRATOR; OUTLINE THE ROLE OF THE DIRECTOR OF EMERGENCY MANAGEMENT AND MAKE RELATED CHANGES

WHEREAS, Mono County Code section 2.60.090 currently creates and situates the director of emergency services in the sheriff-coroner's office; and

WHEREAS, the COVID-19 pandemic illustrated the need for emergency services coordination across all departments within Mono County government; and

WHEREAS, the County Administrative Officer is best situated to direct emergency services that require coordination and cooperation across the breadth of county government;

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

SECTION ONE: Section 2.60.090 of the Mono County Code is hereby amended in its entirety to read as follows:

“2.60.090 - County director of emergency management—Line of Succession; Powers and duties.

- A. There is a county director of emergency management (“Director”) who shall run the day-to-day operations of the office of emergency services.
1. If the Director is not available to respond during an emergency, his or her qualified designee shall exercise all powers and duties of the director.
 2. If neither the Director or the qualified designee is available to respond during an emergency, the sheriff-coroner shall exercise all powers and duties of the director.
 3. In the event the Director, the qualified designee, and the sheriff-coroner are not available to respond during an emergency, the County Administrative Officer (or if he or she is not available, the Assistant County Administrative Officer) shall exercise all powers and duties of the Director.

1
2 B. The director of emergency management and any appointed qualified designee is
3 empowered:

4 1. To make and issue rules and regulations on matters reasonably related to the
5 protection of life and property as affected by the emergency; provided, however,
6 the rules and regulations must be confirmed at the earliest practicable time by the
7 Board of Supervisors;

8 2. To obtain vital supplies, equipment, and such other properties found lacking
9 and needed for the protection of life and property, and to bind the County for the
10 fair value thereof, and if required immediately, to commandeer them for public
11 use;

12 3. To require emergency services of any county officer or employee and, in the
13 event of the proclamation of a state of emergency in the county or the existence
14 of a state of war emergency, to command the aid of as many citizens of the
15 county as he or she deems necessary in the execution of his or her duties; such
16 persons shall be entitled to all privileges, benefits, and immunities as are
17 provided by State law to registered disaster service workers;

18 4. To requisition necessary personnel or material of any county department or
19 agency;

20 5. To execute all of his or her ordinary power as director of emergency services
21 and use all of the special powers conferred upon him or her by this section or by
22 resolution, all powers conferred upon him by any statute, by any agreement
23 approved by the Board of Supervisors, and by any other lawful authority;

24 6. To request the Board of Supervisors to proclaim the existence or threatened
25 existence of a "local emergency" if the Board of Supervisors is in session, or to
26 issue such proclamation if the Board of Supervisors is not in session. Whenever a
27 local emergency is proclaimed by the director, the Board of Supervisors shall
28 take action to ratify the proclamation within seven days thereafter or the
29 proclamation shall have no further force or effect;

30 7. To recommend that the Chair of the Board of Supervisors request the
31 Governor to proclaim a state of emergency when, in the opinion of the director,
32 the locally available resources are inadequate to cope with the emergency;

8. To control and direct the effort of the emergency organization of this county
for the accomplishment of the purposes of this chapter;

9. To direct cooperation between and coordination of services and staff of the
emergency organization of this county, and to resolve questions of authority and
responsibility that may arise between them; and

10. To represent this County in all dealings with public or private agencies on
matters pertaining to emergencies as defined herein.

C. The director of emergency management and any appointed qualified designee shall
be responsible for:

1. Development of planning and training for Mono County emergency response
functions;

2. Research and the drafting and dissemination of emergency response plans;
3. Serving as operational area coordinator;
4. Performing such other duties as may be prescribed by the board of supervisors.”

D. Notwithstanding any other provisions of this section, the sheriff is responsible for the operational command and control, direction, and deployment of public safety resources relating to law enforcement.

E. Notwithstanding any other provisions of this chapter, the sheriff shall have the following duties:

1. To exercise operational command and control, direction, and deployment of public safety resources relating to law enforcement; and
2. To coordinate law enforcement mutual aid for the county.

SECTION TWO: This ordinance specifically overrides the default statute locating emergency services in the office of the Sheriff, as expressed in Government Code section 26620, and must be overridden by a unanimous vote of the Board of Supervisors, per Government Code section 26622.

SECTION THREE: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rhonda Duggan, Chair
Mono County Board of Supervisors

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 April 18, 2023

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Amendment to Participation Agreement with California Mental Health Services Authority for the Semi-Statewide Electronic Health Record

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed amendment to Participation Agreement with California Mental Health Services Authority (MHSA) pertaining to the Semi-Statewide Electronic Health Record, which adds automated text and call reminder enhancements to the original agreement.

RECOMMENDED ACTION:

1. Approve County entry into proposed amendment and authorize Mono County Board of Supervisors Chair to execute said contract on behalf of the County.
2. Provide any desired direction to staff.

FISCAL IMPACT:

This Participation Agreement Amendment incorporates additional component purchases totaling \$51,187 in additional committed funding over the 7 year contract.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1740 / rroberts@mono.ca.gov

SEND COPIES TO:

dmurray@mono.ca.gov jworkman@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
4.18.23 1553-EHR-2022-MONO-A1 Staff Report
1553-EHR-2022-MONO-A1 Agreement Amendment
8-16-22 EHR PA Final

[CalMHSA COI Exp 7.1.23](#)

[CalMHSA WC COI Exp 10.27.23](#)

History

Time	Who	Approval
4/11/2023 3:36 AM	County Counsel	Yes
3/30/2023 2:04 PM	Finance	Yes
4/11/2023 7:44 AM	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, Mono County Behavioral Health, Director

DATE: April 18, 2023

SUBJECT:

Amendment to Participation Agreement with California Mental Health Services Authority (CalMHSA) for the Semi-Statewide Electronic Health Record. Mono County Behavioral Health (MCBH) desires to add an amendment for the provision of text and call reminder services.

DISCUSSION:

Mono County Behavioral Health has entered into an agreement with CalMHSA for the provision of an updated electronic healthcare record (EHR) system. Our current system does not meet our needs regarding functionality and technical support, nor is it up to date with initiatives and mandates required by MCBH by the California Department of Health Care Services (DHCS).

MCBH is requesting approval for an amendment that will add text and reminder call services. These reminder notifications will occur automatically based on appointments in the upgraded EHR system and will allow front office staff to focus their time on other vital department operations.

SUBMITTED BY:

Danielle Murray, Staff Services Analyst Contact: 760.924.4637

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
“CalMHSA”
PARTICIPATION AGREEMENT AMENDMENT NO. 1
SEMI-STATEWIDE ENTERPRISE HEALTH RECORD

This Participation Agreement Amendment No. 1 is a contract by and between the California Mental Health Services Authority (“CalMHSA”) and Mono County (“Participant”).

WHEREAS, CalMHSA and Participant entered into Participation Agreement No. 1553-EHR-2022-MONO executed on August 22, 2022; and

WHEREAS, CalMHSA and Participant agree to amend the original Participation Agreement to incorporate the additional purchases and corresponding Committed Funding and Contingency Budget modifications as specified below:

ADDITIONAL PURCHASES:

This Participation Agreement Amendment No. 1 incorporates additional component purchases totaling **\$51,187** in additional committed funding.

Pricing and payment terms for each additional component purchased can be found in Exhibit C-1, below. Funding for the additional components purchased has been shifted from Participant’s Contingency Budget, Exhibit D, below. Please refer to Exhibit C-1 and Exhibit D-1, below, for Participant’s amended Committed Funding and amended Contingency Budget, respectively.

The additional component purchases include:

1. Purchase of a subscription to use the “SMS/Text Notification Reminders”. This item is an annual application subscription, which will be invoiced on a monthly basis, pursuant to EXHIBIT C-1, below.
2. Purchase of professional services to implement the “SMS/Text Notification Reminders”. This fee is a one-time charge to be invoiced upon execution of this Agreement Amendment.
3. Purchase of a subscription to use the “Voice Call Notification Reminders”. This item is an annual application subscription, which will be invoiced on a monthly basis, pursuant to EXHIBIT C-1, below.
4. Purchase of professional services to implement the “Voice Call Notification Reminders”. This fee is a one-time charge to be invoiced upon execution of this Agreement Amendment.

NOW THEREFORE, CalMHSA and Participant hereby agree to amend the original Participation Agreement No. 1553-EHR-2022-MONO in the following manner:

1. EXHIBIT C-1 – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS replaces EXHIBIT C in the original Participation Agreement No. 1553-EHR-2022-MONO. All references in the Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-1.

This Participation Agreement Amendment adds **\$51,187** in additional committed funding. The revised total maximum amount of committed funding shall not exceed **\$719,080**, inclusive of the **\$51,187 increase**, for the agreement term as specified in the Participation Agreement No. 1553-EHR-2022-MONO;

2. EXHIBIT D-1 – PARTICIPANT CONTINGENCY BUDGET replaces EXHIBIT D in the original Participation Agreement No. 1553-EHR-2022-MONO. All references in the Agreement to EXHIBIT D shall be construed to refer to EXHIBIT D-1.

This Participation Agreement Amendment reduces participant's Contingency Budget by **\$51,187**. The revised total maximum Participant Contingency Budget shall not exceed **\$21,248**, inclusive of the **\$51,187 decrease**, for the agreement term as specified in the Participation Agreement No. 1553-EHR-2022-MONO.

EXHIBIT C-1 – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS

Committed Funding

1. Exhibit C of Participation Agreement No. 1553-EHR-2022-MONO: The table below reflects the Committed Funding included in Exhibit C of the original Participation Agreement No. 1553-EHR-2022-MONO, executed on August 22, 2022, for a maximum amount of Participant-Specific Committed Funding not to exceed **\$667,893** for the program term, as stated below:

Description	Unit(s)	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Participant Instance Installation	1	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Acquisition Fee	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Development Fee (Customization and Security)	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Development Budget	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services Implementation	1	\$ 230,769.23	\$ 19,230.77	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Patient Portal Implementation	1	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare HIE / MCO Interface via FHIR	1	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disaster Recovery Implementation	1	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare CalMHSAs Package	33	\$ 3,636.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 14,546.40
SmartCare Rx Prescribers Subscription	2	\$ 478.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 1,913.60
SmartCare Patient Portal Subscription	10	\$ 1.84	\$ 11.04	\$ 11.04	\$ 11.04	\$ 11.04	\$ 11.04	\$ 7.36
SmartCare HIE / MCO Interface via FHIR Subscription	1	\$ 575.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 2,300.00
Disaster Recovery Subscription	1	\$ 198.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 792.00
Annual %3 Fee Increase - Subscription	1	\$ 146.70	\$ 888.97	\$ 915.64	\$ 943.11	\$ 971.40	\$ 1,000.55	\$ 680.24
Funded RFP Participation Agreement	1	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RAND Evaluation	1	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Amount by Fiscal Year		\$ 477,008.24	\$ 49,458.78	\$ 30,254.68	\$ 30,282.15	\$ 30,310.44	\$ 30,339.59	\$ 20,239.60
Total Participant-Specific Committed Funds	\$ 667,893							

2. Exhibit C-1: The table below reflects the additional purchases and associated **increase of \$51,187** in Committed Funding affected by this Participation Agreement Amendment No. 1, and replaces EXHIBIT C in the original Participation Agreement No. 1553-EHR-2022-MONO, effective upon execution of this Participation Agreement Amendment. The revised maximum amount of Participant-Specific Committed Funding shall not exceed **\$719,080** for the program term, as stated below:

Description	Unit(s)	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Participant Instance Installation	1	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Acquisition Fee	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Development Fee (Customization and Security)	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Development Budget	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services Implementation	1	\$ 230,769.23	\$ 19,230.77	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Patient Portal Implementation	1	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare HIE / MCO Interface via FHIR	1	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disaster Recovery Implementation	1	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare CalMHSa Package	33	\$ 3,636.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 14,546.40
SmartCare Rx Prescribers Subscription	2	\$ 478.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 1,913.60
SmartCare Patient Portal Subscription	10	\$ 1.84	\$ 11.04	\$ 11.04	\$ 11.04	\$ 11.04	\$ 11.04	\$ 7.36
SmartCare HIE / MCO Interface via FHIR Subscription	1	\$ 575.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 2,300.00
Disaster Recovery Subscription	33	\$ 198.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 792.00
Annual %3 Fee Increase - Subscription	1	\$ 146.70	\$ 888.97	\$ 915.64	\$ 943.11	\$ 971.40	\$ 1,000.55	\$ 680.24
Funded RFP Participation Agreement	1	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RAND Evaluation	1	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SMS/Text Notification Reminders - Implementation	1	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SMS/Text Notification Reminders - Subscription	1	\$ 592.25	\$ 3,589.04	\$ 3,696.71	\$ 3,807.61	\$ 3,921.84	\$ 4,039.49	\$ 2,746.32
Voice Calls - Notification Reminders - Implementation	1	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Voice Calls - Notification Reminders - Subscription	1	\$ 592.25	\$ 3,589.04	\$ 3,696.71	\$ 3,807.61	\$ 3,921.84	\$ 4,039.49	\$ 2,746.32
Total Amount by Fiscal Year		\$ 484,592.74	\$ 56,636.85	\$ 37,648.09	\$ 37,897.37	\$ 38,154.12	\$ 38,418.57	\$ 25,732.24
Total Participant-Specific Committed Funds	\$	719,080						

Committed Funds Payment Terms For Additional Purchases

The table below describes the additional component purchases incorporated by this Amendment, effective as of the date of execution of this Participation Agreement Amendment No.1. The components listed are in addition to those included in the original Agreement No. 1553-EHR-2022-MONO.

Description	Fee Type Description	Payment Term
SMS/Text Notification Reminders Implementation	One-Time Fee associated with the implementation efforts to support SMS/Text Notification Reminders.	The fee for this implementation service shall be due upon execution of this Participation Agreement Amendment.
SMS/Text Notification Reminders - Subscription	SmartCare Notification-SMS/Text sends notification of upcoming appointments with date and time.	The annual subscription amount shall be invoiced on a monthly basis. Monthly payments shall be due upon receipt of invoice.
Voice Call Notification Reminders Implementation	One-Time Fee associated with the implementation efforts to support Voice Call Notification Reminders.	The fee for this implementation service shall be due upon execution of this Participation Agreement Amendment.
Voice Call Notification Reminders - Subscription	SmartCare Notification-Voice Call sends notification of upcoming appointments with date and time.	The annual subscription amount shall be invoiced on a monthly basis. Monthly payments shall be due upon receipt of invoice.

EXHIBIT D-1 – PARTICIPANT CONTINGENCY BUDGET

Participant Contingency Budget

1. Exhibit D of Participation Agreement No. 1553-EHR-2022-MONO: The table below reflects the Contingency Budget included in Exhibit D of the original Participation Agreement No. 1553-EHR-2022-MONO, executed on August 22, 2022, for a maximum Participant Contingency Budget Funding not to exceed **\$72,434** for the program term, as stated below:

Description	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Subscription Costs for Anticipated User Growth (25 additional SmartCare users per year and 5 additional Prescribers)	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54
Subscription Costs for Additional Modules	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39
Discretionary Development Budget for Participant Specific Requirements	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89
Professional Services	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89
Total Amount by Fiscal Year	\$ 10,347.72	\$ 10,347.72	\$ 10,347.72	\$ 10,347.72	\$ 10,347.72	\$ 10,347.72	\$ 10,347.72
Total Participant Contingency Funds	\$ 72,434						

2. Exhibit D-1: The table below reflects the **reduction of \$51,187** to the Contingency Budget affected by this Participation Agreement Amendment No. 1, and replaces EXHIBIT D in the original Participation Agreement No. 1553-EHR-2022-MONO, effective upon execution of this Participation Agreement Amendment. The revised maximum Contingency Budget Funding shall not exceed **\$21,248** for the program term, as stated below:

Description	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Subscription Costs for Anticipated User Growth (25 additional SmartCare users per year and 5 additional Prescribers)	\$ 607.07	\$ 607.07	\$ 607.07	\$ 607.07	\$ 607.07	\$ 607.07	\$ 607.07
Subscription Costs for Additional Modules	\$ 400.53	\$ 400.53	\$ 400.53	\$ 400.53	\$ 400.53	\$ 400.53	\$ 400.53
Discretionary Development Budget for Participant Specific Requirements	\$ 1,013.88	\$ 1,013.88	\$ 1,013.88	\$ 1,013.88	\$ 1,013.88	\$ 1,013.88	\$ 1,013.88
Professional Services	\$ 1,013.88	\$ 1,013.88	\$ 1,013.88	\$ 1,013.88	\$ 1,013.88	\$ 1,013.88	\$ 1,013.88
Total Amount by Fiscal Year	\$ 3,035.36	\$ 3,035.36	\$ 3,035.36	\$ 3,035.36	\$ 3,035.36	\$ 3,035.36	\$ 3,035.36
Total Participant Contingency Funds	\$ 21,248						

All other terms or provisions in the original Agreement No. 1553-EHR-2022-MONO, not cited in this Participation Agreement Amendment No. 1, shall remain in full force and effect.

A copy of the original Participation Agreement No. 1553-EHR-2022-MONO, on August 22, 2022, shall be attached.

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: _____

Participant:

Signed: _____ Name (Printed): _____
Title: _____ Date: _____


Signed: _____ Name (Printed): _____
Title: _____ Date: _____

Signed: _____ Name (Printed): _____
Title: _____ Date: _____


**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET**

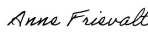
1. Mono County (“Participant”) desires to participate in the Program identified below.
Name of Program: Semi-Statewide Enterprise Health Record
2. California Mental Health Services Authority (“CalMHSA”) and Participant acknowledge that the Program will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws, and by this Participation Agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.
 - Exhibit A Program Description
 - Exhibit B General Terms and Conditions
 - Exhibit C Participant-Specific Committed Funding and Payment Terms
 - Exhibit D Participant Contingency Budget
3. The first installment of **\$75,433** is due from Participant within 30 days of execution of this Agreement.
4. The term of Participant’s participation in the Program will commence upon final execution of this Participant Agreement through March 18, 2029, unless sooner terminated pursuant to the terms of this Agreement.
5. Authorized Signatures:


CalMHSA

Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: Aug 22, 2022

Participant:

Signed:  Name (Printed): Bob Gardner
Title: Chair of the Mono County Board of Supervisors Date: Aug 18, 2022

Signed:  Name (Printed): Anne Frievalt
Title: Assistant County Counsel Date: Aug 17, 2022

Signed:  _____ Name (Printed): Jay Sloane _____
Title: Risk Manager _____ Date: Aug 18, 2022 _____

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EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program:** Semi-Statewide Enterprise Health Record
- II. **Term of Program:** CalMHSA and Streamline Healthcare Solutions, LLC (“Contractor”) have entered into a seven (7) year contract, beginning March 18, 2022 and terminating on March 18, 2029. CalMHSA has the option to extend the Program with the Contractor for up to three (3) additional one (1) year periods. Participation Agreements between CalMHSA and counties will be amended to reflect any extensions to the Program.

III. **Program Objective and Overview:**

Objective:

The Program will include the development and implementation of a Semi-Statewide Enterprise Health Record (“EHR”).

Overview:

The goal of CalMHSA’s effort is to partner with the Contractor and participating counties (“Participants”) to configure a California-centric Enterprise Health Record that will then be implemented across multiple counties. Through this multi-county collaborative effort, the Enterprise Health Record will support counties’ core business requirements and address all regulatory requirements specific to the State of California by establishing consistent workflows, configuration, and functionality that will support:

- Centralized application administration
- Standardized training and end-user support
- Shared technical services
- A common baseline against which new updates for State and federal mandate can be defined/applied
- The creation of a learning community across the participating counties

By being grounded in clinical best practices and State objectives, the semi-statewide implementation will act as a catalyst for better use of data to drive performance outcomes.

CalMHSA has entered into a Master Services Agreement (MSA) with Streamline Healthcare Solutions, LLC (“Contractor”), to develop an EHR that will provide these functions.

Pursuant to the MSA, Contractor will develop and implement “SmartCare Base”, a fully integrated, web based EHR system designed for program, billing and revenue management. SmartCare Base focuses on behavioral healthcare providers and organizations that offer psychiatric inpatient, outpatient, residential and community-based programs. SmartCare Base includes clinical and administrative functionality for client intake and registration; admissions, discharges and transfers; referrals and

inquiries; appointment scheduling; individual care planning; assessments and progress notes; electronic signatures; prescription medication ordering; document management; point-of-service document scanning; authorizations tracking; compliance monitoring; and productivity and outcomes measurement tools. The features for revenue cycle management include service billing and authorization tracking; service, payer, insurance plans and rules management; claims generation; tracking denials; and nightly billing processes to automate many of these functions.

In addition, SmartCare Base will meet the requirements of Medi-Cal, the State of California's version of Medicaid. This includes the ability to capture the data, transmit and monitor the submission process, provide reporting capabilities, check or confirm Medi-Cal Eligibility, Treatment Authorization Request (TAR) creation and submission as well as Medi-Cal required elements for proper claim submission. Contractor will support and include ongoing updates as required by the State of California for the following:

Reporting and Forms:

- CalOMS: California Outcomes Measurements System
- CSI Reporting: Client Services Information
- TADT: Timely Access Data Tool
- NACT: Network Adequacy Certification Tool
- OIG Audits: Office of Inspector General
- ASAM: American Society of Addiction Medicine
- ANSA: Adult Needs and Strengths
- CANS: Child and Adolescent Needs and Strengths
- PSC-35: Pediatric Symptom Checklist
- FSP: Full Service Partnership
- HCAI: Department of Health Care Access and Information (Formerly OSHPD: Office of Statewide Health Planning and Development)

Billing Support:

- UMDAP: Uniform Method of Determining Ability to Pay
- 270/271 Connector for Medi-Cal
- Share of Cost Clearance Integration
- MEDS/MMEF Medi-Cal Eligibility Data System, Medi-Cal Monthly Extract File Import
- Core/Custom updates to 837P and 837I
- Billing Delay Reason Code Documentation

Finally, CalMHSA, on behalf of Participants, will assure achievement of measurable deliverables to assure Participant compliance and attestation as required by the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP).

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EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following terms, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – An organization County or City (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing funding to counties for the expansion of mental health prevention and treatment services.
- D. Department of Health Care Services (DHCS) – The California Department of Health Care Services responsible for behavioral health functions.
- E. Participant – Any County or City participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet.
- G. Committed Funds – Any funding specified for fees associated with solution subscriptions and/or professional services that the Participant has committed to the Program through this Participation Agreement.
- H. Contingency Funds – Any funding secured by the Participant for future, as-needed solution subscriptions and/or professional services. Through the execution of subsequent Amendment(s) to this Participation Agreement, funding augmentations may be incorporated for future purchases and services.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as the Fiscal and Administrative agent for the Program.
 - 2. Invoice and collect funds from Participant for the Program.
 - 3. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 4. During implementation activities, work closely with the Contractor to coordinate on development and implementation of the EHR, including:

- a. Development of customizations and customer extensions
 - b. Setup and configuration of hosted infrastructure
 - c. Installation of licensed product and services
 - d. Setup and configuration of SmartCare Base environments for implementation
 - e. Ongoing support and maintenance of environments during implementation
 - f. Support access for Participant implementation team
5. Assure Contractor submits the following:
- a. At least ten (10) claims per each Participant that pass the Strategic National Implementation Process (SNIP) edit;
 - b. At least ten (10) Drug Medi-Cal (DMC) claims per each Participant that are approved (including DMC-ODS or DMC claims); and
 - c. At least ten (10) Specialty Mental Health Services (SMHS) claims per each Participant that are subsequently approved.
6. On behalf of each Participant, submit to DHCS the following attestations and supporting documents from Contractor as also may be required:
- a. The changes needed to the Semi-Statewide EHR claiming system have been assessed, including updated CPT codes sets and have been incorporated into the contract with Contractor.
 - b. All new claiming rates have been loaded into each Participant's instances of SmartCare Base.
 - c. The Fast Healthcare Interoperability Resources Application Programming Interface (FHIR API) implementation is underway.
 - d. The implementation of the FHIR API has been completed.
 - e. The process of mapping data elements to the United States Core Data for Interoperability (USCDI) has begun.
 - f. The documentation outlining mapped data elements to the USCDI has begun.
 - g. Certification that data elements have been successfully mapped to USCDI, inclusive of completed mapping documentation.
7. Provide a copy of a test data sharing transaction log or a deidentified HL7 test message (or other equivalent documentation) to and from the Managed Care Organizations (MCOs) or Health Information Exchange (HIE) and each Participant.

8. Enable submission/submit a log of successful FHIR transactions (de-identified) to DHCS over a two-month period in CY 2023.
 9. After “Go-Live” of the EHR within the Participant’s jurisdiction, oversee and work closely with the Contractor to ensure compliance with the MSA.
 10. Monitor and administer the MSA on behalf of Participants.
 11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 12. Comply with CalMHSA’s Joint Powers Agreement (JPA) and Bylaws.
- B. Responsibilities of Participant:
1. Timely transfer of the funding amount for the Program as specified in Section V, Fiscal Provisions.
 2. Provide CalMHSA, Contractor and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
 3. Perform any and all requested assessments of the Program and provide feedback on Program performance.
 4. Acknowledge that funds contributed by Participant shall be pursuant to the allocation formula adopted set forth in Exhibit C.
 5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA, and Bylaws.

III. Amendment

This Participation Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate this Participation Agreement with or without cause upon six (6) months’ written notice in accordance with Section VII.
- B. The withdrawal of Participant from the Program shall not automatically terminate Participant’s responsibility for its share of the expense and liabilities of

the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if a disproportionate benefit was conveyed on a particular Participant. Excess funds at the conclusion of Participant-specific efforts will be returned to the particular Participant that paid them.

V. Fiscal Provisions

- A. Notwithstanding anything in this Participation Agreement to the contrary, the total sum of all payments made by Participant to CalMHSA for services or work performed under this Participation Agreement shall not exceed **\$740,328** (“Not to Exceed Limit”) for the term of this Agreement as found in EXHIBIT C – PARTICIPANT-SPECIFIC FUNDING AND PAYMENT TERMS and EXHIBIT D - PARTICIPANT CONTINGENCY BUDGET, which have been made part of this Agreement. Participant and CalMHSA agree that any payment or amount to be paid by Participant to CalMHSA exceeding the Not to Exceed Limit shall require an amendment to this Participation Agreement that complies with the requirements of Section III of this Exhibit B.
- B. Payment Terms
 1. Participant’s Estimated Annual Costs and specific Payment Terms for Committed Funds throughout the term of the Participant Agreement are identified in EXHIBIT C – PARTICIPANT-SPECIFIC FUNDING AND PAYMENT TERMS. EXHIBIT D – PARTICIPANT CONTINGENCY BUDGET identifies additional funds to be made available to accommodate expected user growth, development and other professional services anticipated to be executed within the term of the Agreement.
 2. Each payment is subject to variance based on several factors, including but not limited to the total number of Participants, total number of subscriptions/users, the implementation phase selected, the total development cost, and annual CPI Increase.
 3. Wherever Participant’s actual annual costs for participation in the Program exceed the Estimated Annual Cost, Participant agrees to pay CalMHSA for the difference.

- C. This is a Multi-County Program. Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by Participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant’s instructions.
- B. CalMHSA is not undertaking responsibility for the provision of mental health services, including but not limited to: performing client assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising and/or monitoring providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.
- C. Participant and CalMHSA acknowledge and agree that Participant’s ability to enter into this Participation Agreement is based upon available funding from various sources, including but not limited to the Mental Health Services Act. In the event that such funding fails, is reduced, or is modified, from one or more sources, Participant has the option to terminate, reduce, or modify this Participation Agreement, or any of its terms within ten (10) days of notifying CalMHSA of the termination, reduction, or modification of available funding. Any reduction or modification of this Participation Agreement effective pursuant to this provision must comply with the requirements of Section III of this Exhibit B.

VII. Notice

All notices under this Participation Agreement shall be provided 1) by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND 2) by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below, and shall be deemed received upon the other party’s receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Laura Li Position: Chief Administrative Officer, CalMHSA
Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815
Email: laura.li@calmhsa.org Telephone: (279) 234-0700
CC Email to: Randall Keen/Manatt Email: RKeen@manatt.com

If to Participant:

Name: Robin Roberts Position: Director
Address: PO BOX 2619 Mammoth Lakes, CA 93546
Email: rroberts@mono.ca.gov Telephone: 760-924-1740
CC Email to Name: Jessica Workman Email: jworkman@mono.ca.gov

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EXHIBIT C – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS

Committed Funding

The total maximum amount of Participant-Specific Committed Funding in this Participation Agreement shall not exceed **\$667,893** for the period of Participant Agreement execution through March 18, 2029 as follows:

Description	Unit(s)	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Participant Instance Installation	1	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Acquisition Fee	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Development Fee (Customization and Security)	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Development Budget	1	\$ 5,267.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services Implementation	1	\$ 230,769.23	\$ 19,230.77	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Patient Portal Implementation	1	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare HIE / MCO Interface via FHIR	1	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disaster Recovery Implementation	1	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare CalMHSA Package	33	\$ 3,636.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 21,819.60	\$ 14,546.40
SmartCare Rx Prescribers Subscription	2	\$ 478.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 2,870.40	\$ 1,913.60
SmartCare Patient Portal Subscription	10	\$ 1.84	\$ 11.04	\$ 11.04	\$ 11.04	\$ 11.04	\$ 11.04	\$ 7.36
SmartCare HIE / MCO Interface via FHIR Subscription	1	\$ 575.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 2,300.00
Disaster Recovery Subscription	1	\$ 198.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 1,188.00	\$ 792.00
Annual %3 Fee Increase - Subscription	1	\$ 146.70	\$ 888.97	\$ 915.64	\$ 943.11	\$ 971.40	\$ 1,000.55	\$ 680.24
Funded RFP Participation Agreement	1	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RAND Evaluation	1	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Amount by Fiscal Year		\$ 477,008.24	\$ 49,458.78	\$ 30,254.68	\$ 30,282.15	\$ 30,310.44	\$ 30,339.59	\$ 20,239.60
Total Participant-Specific Committed Funds	\$ 667,893							

Committed Funds Payment Terms

Description	Fee Type Description	Payment Term
Participant Instance Installation	Participant Instance Installation Fee includes: <ul style="list-style-type: none"> • Setup & Configuration of hosted infrastructure • Installation of licensed product and services • Setup and configuration of SmartCare environments for implementation • Ongoing support & maintenance of environments during implementation • Support access for and Participant implementation team 	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
System Acquisition Fee	<ul style="list-style-type: none"> • This cost covers the “Core” CalMHSA Installation of SmartCare • This cost is also associated with establishing an agreement between Streamline and CalMHSA which secured discounted pricing and other considerations 	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Initial Development Fee (Customization and Security)	This cost covers the identified development items to be delivered during the implementation effort	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Discretionary Development Budget	This cost establishes a shared budget to address as-yet unidentified items	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Professional Services Implementation	Monthly Fees are initiated upon Participation Agreement execution and paid throughout the entire phase of each Participant’s Implementation	Payment of invoices are due within 30 days of receipt

SmartCare HIE / MCO Interface via FHIR Implementation	One-Time Fee associated with the implementation efforts to support specific variable modules selected by the Participant	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Disaster Recovery Implementation	One-Time Fee associated with the professional services to establish infrastructure within the cloud datacenter to support Disaster Recovery	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
SmartCare CalMHSA Package Subscription	The "SmartCare CalMHSA Package" is the primary subscription which includes: <ul style="list-style-type: none"> •Use of the EHR •Cloud Hosting of the Software/System (99.95% Up-Time) •CalMHSA Support of the System (Tier 1) •Contractor Support and Maintenance of the System (Tier 2) 	<p>For this initial Participant Agreement, these monthly fees will be initiated two months prior to the Implementation Phase assigned to the Participant.</p> <p>After Go-Live, additional subscriptions as requested by Participant will prompt an associated adjustment to the monthly fees.</p> <p>Subscriptions shall be invoiced monthly throughout the remaining term of the Participant Agreement. Payment of invoices are due within 30 days of receipt.</p>
SmartCare Rx Prescribers Subscription	Integrated Surescripts Certified subscription based on individual prescriber, which allows users to prescribe medications to patients that can be electronically submitted, printed or faxed directly to the pharmacy.	
SmartCare HIE / MCO Interface via FHIR	Module to integrate with Health Information Exchange (HIE) or Managed Care Organization (MCO) to share client demographic and health information.	
Disaster Recovery Subscription	Disaster recovery subscription provides the infrastructure and as-needed services to assure Participant's ability to access to the Enterprise Health Record (EHR) after events like a natural disaster, cyber attack, etc. Disaster recovery relies upon the replication of data and computer processing in an off-premises location	

	<p>not affected by the disaster. With this subscription, should such an event occur, access to the EHR will be re-established within 4 hours with data loss not to exceed 15 minutes.</p>	
<p>SmartCare Add-On Hosting Storage Subscription</p>	<p>Subscription for 250 gigs of storage. Additional storage can be purchased as needed.</p>	
<p>Annual 3% Fee Increase - Subscription</p>	<p>All Subscription Fees will increase by 3% annually</p>	

EXHIBIT D – PARTICIPANT CONTINGENCY BUDGET

Participant Contingency Budget

Given current expected user growth, development and professional services related to future projects anticipated to be implemented within the term of this Agreement, a maximum total Participant Contingency Budget of **\$72,434** is also included and is defined as follows:

Description	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Subscription Costs for Anticipated User Growth (25 additional SmartCare users per year and 5 additional Prescribers)	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54	\$ 2,069.54
Subscription Costs for Additional Modules	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39	\$ 1,380.39
Discretionary Development Budget for Participant Specific Requirements	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89
Professional Services	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89	\$ 3,448.89
Total Amount by Fiscal Year	\$ 10,347.72	\$ 10,347.72	\$ 10,347.72	\$ 10,347.72	\$10,347.72	\$ 10,347.72	\$ 10,347.72
Total Participant Contingency Funds	\$ 72,434						

GL1-1129	CO	CERTIFICATE OF COVERAGE	06/29/2022
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**Public Risk Innovation,
Solutions, and Management**
C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612

PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A- Public Risk Innovation, Solutions, and Management**

Member:
 CALIFORNIA MENTAL HEALTH SERVICES
 AUTHORITY (CAL MHSA)
 1610 ARDEN WAY, SUITE 175
 SACRAMENTO, CA 95815

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> General Liability	PRISM PE 22 EL-83	07/01/2022	07/01/2023	\$1,000,000 Limits inclusive of the Member's deductible of \$10,000

Description of Operations/Locations/Vehicles/Special Items:
 AS RESPECTS EVIDENCE ONLY

Certificate Holder

 FOR THE PURPOSE OF EVIDENCE ONLY
 C/O CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
 PO BOX 22967
 SACRAMENTO, CA 95822

Cancellation
 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

 Gina Dear
 Public Risk Innovation, Solutions, and Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (License # 0C41366, E-COMP, A Division of Granite Insurance Brokers) and CONTACT INFORMATION (PHONE: (888) 493-2667, FAX: (888) 738-9097, E-MAIL: service@goecomp.com). Includes INSURER(S) AFFORDING COVERAGE: Employers Preferred Insurance Company, NAIC # 10346.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, EXCESS LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The attached forms apply as required per written contract or written agreements between the listed parties and the insured, which are subject to the policy provisions.

CERTIFICATE HOLDER CANCELLATION

Table for CANCELLATION with columns: CERTIFICATE HOLDER (Proof of Insurance), CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...), and AUTHORIZED REPRESENTATIVE (Signature of Britany Rogers).



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: Public Health

TIME REQUIRED

SUBJECT Maternal, Child and Adolescent Health, California Home Visiting Program Funding Agreement FY 2022-2023 and First 5 Memorandum of Understanding for the Provision of Home Visiting Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed agreement with the California Department of Public Health, Maternal, Child and Adolescent Division (CDPH) providing funding for the California Home Visiting Program. Proposed First 5 Memorandum of Understanding for the Provision of Home Visiting Services.

RECOMMENDED ACTION:

1. Approve, and authorize the Interim Public Health Director to sign, agreement with CDPH, for the California Home Visiting Program Funding Award for the period July 1, 2022 through June 30, 2023. Additionally, provide authorization for the Public Health 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. 2. Approve, and authorize the Interim Public Health Director to sign, Memorandum of Understanding with Mono County First 5, for the Provision of Home Visiting Services for the period July 1, 2022 through June 30, 2028. Additionally, provide authorization for the Public Health 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.

FISCAL IMPACT:

The current total Funding Amount is \$1,627,231 for fiscal years 2022-23 through 2025-26, with additional funding projected for fiscal years 2026-27 and 2027-28. Year 1 Funding Agreement Period, Fiscal Year 2022/23, is estimated to be \$45,651, of which \$25,402 is attributable to First 5 Mono County and the remaining amount to cover Mono Public Health costs. On-going funding for future years will be approximately \$300,000 annually for First 5 Mono County and the remainder for Mono Public Health costs.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson, Jacinda Croissant, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
State Agreement Packet
First 5 MOU

History

Time	Who	Approval
4/13/2023 8:47 AM	County Counsel	Yes
4/11/2023 3:54 PM	Finance	Yes
4/13/2023 9:01 AM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: April 18, 2023

TO: Honorable Board of Supervisors

FROM: Kathryn Peterson, Interim Public Health Director

SUBJECT: Maternal, Child and Adolescent Health, California Home Visiting Program Funding Agreement FY 2022-2023 and First 5 Memorandum of Understanding for the Provision of Home Visiting Services

Discussion:

The California Department of Public Health (CDPH), Maternal, Child and Adolescent Health (MCAH) Division has awarded Mono County a six-year funding allocation for the California Home Visiting Program. The funding is made available under section 9101 of the American Rescue Plan (ARP) Act. The funding is for increasing the number of families participating in evidence-based home visiting models and will be used to support planning activities, special support activities, and expansion activities. The funding cycle is from July 1, 2022, through June 30, 2028.

Mono County First 5 (First 5) currently provides a Parents as Teachers (PAT) evidence-based home visiting program. Mono County will utilize a Memorandum of Understanding with First 5 for the provision of carrying out the Scope of Work activities related to the California Home Visiting Program in order to support planning and expansion activities to increase the number of participating families. First 5 will be able to utilize the California Home Visiting Program funding through a sub-contract award of the agreement.

The current total Funding Amount is \$1,627,231 for fiscal years 2022-23 through 2025-26, with additional funding projected for fiscal years 2026-27 and 2027-28. Year 1 Funding Agreement Period, Fiscal Year 2022/23, is estimated to be \$45,651, of which \$25,402 is attributable to First 5 Mono County and the remaining amount to cover Mono Public Health costs. On-going funding for future years will be approximately \$300,000 annually for First 5 Mono County and the remainder for Mono Public Health costs.

Submitted by Stephanie Butters, Public Health Fiscal and Administrative Officer

Reviewed by Kathy Peterson, Interim Public Health Director

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD
FY 2022-2023**

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are **required to submit information when updates occur** during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each applicable program

CHVP SGF EXP 22b-26

Update Effective Date: _____ (only required when submitting updates)

Federal Employer ID#: 95-6005661

FI\$CAL ID#: 4354

Complete Official Agency Name: Mono County Health Department

Business Address: PO Box 3329, 1290 Tavern Rd. Suit 246 Mammoth Lakes, CA 93546

Agency Phone: 760-924-1842

Agency Fax: 760-924-1831

Agency Website: <https://monohealth.com/public-health/page/maternal-child-adolescent-health-mcah>

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the agreement or contract number for each of the applicable programs

CHVP SGF EXP 22b-26

Update Effective Date: _____ (only required when submitting updates)

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration. I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

Original signature of official authorized to commit the Agency to a CHVP Agreement

Signature line: _____

Name (Print) _____

Title _____ Date _____

Original Signature of MCAH Director

Signature line: _____

Name (Print) _____

Title _____ Date _____



California Home Visiting Program (CHVP) State General Fund (SGF) Evidence-Based Home Visiting Expansion Scope of Work (SOW)

This Scope of Work (SOW) identifies the goals, objectives and deliverables pertaining to Year 1 (July 1, 2022- June 30, 2023) of the 2022 State General Fund (SGF) expansion. The 2022 SGF expansion provides additional funding to the California Home Visiting Program (CHVP) with the long-term goal of increasing the number of families participating in the three evidenced-based home visiting (EBHV) models supported by CHVP: Healthy Families America (HFA), Nurse Family Partnership (NFP), and Parents as Teachers (PAT). Local Health Jurisdictions (LHJs) may use Year 1 funding for expansion, planning, and/or special support activities related to pandemic recovery. LHJs must select one or more of the following Year 1 activity(ies). Only the goals, objectives and deliverables pertaining to the selected Year 1 activity(ies) apply to this agreement.

Please check one or more of the following boxes to indicate planned use of funding:

<input checked="" type="checkbox"/>	Planning Activities
<input type="checkbox"/>	Expansion Activities
<input checked="" type="checkbox"/>	Special Support Activities

Planning Activities – Goal: Plan for implementation or expansion of HFA, NFP or PAT.

Objective	Activities	Deliverables
1. Plan for HFA/NFP/PAT home visiting model implementation and/or expansion.	1.1 Develop a CHVP Implementation Plan using the CHVP template, which may include and is not limited to the following:	<ul style="list-style-type: none"> Submission of CHVP Implementation Plan within 60 days of agreement execution.



Objective	Activities	Deliverables
	<ul style="list-style-type: none"> • Conduct a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting. • Select the evidence-based home visiting model(s) that will best meet the needs of the service population and be sustainable for the LHJs. • Apply for model affiliation as applicable. • Plan the infrastructure needed to perform all activities according to, and in fidelity of, the specific model guidelines and CHVP requirements. • Adhere to all CHVP Policies and Procedures relating to implementation of HFA/NFP/PAT at the LHJ. • Establish a plan and timeline for the recruitment, hiring, and training of staff to support implementation of HFA/NFP/PAT. • Develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program. • Develop a plan to recruit and enroll participants. • Establish a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of selected home visiting model. 	<ul style="list-style-type: none"> • Submission of semi-annual status reports. • Submission of quarterly staffing reports. • Participate in regular technical assistance calls with CHVP staff.



Expansion Activities - Goal: Expand participation, beyond current caseload capacity, in an existing HFA, NFP or PAT program.

Objective	Activities	Deliverables
<p>1. Provide leadership, guidance, and oversight for CHVP HFA/NFP/PAT model implementation.</p>	<p>1.1 Develop CHVP Implementation Plan, using the CHVP provided template, including but not limited to the following:</p> <ul style="list-style-type: none"> • Recruitment, hiring, and training of staff to support implementation of HFA/NFP/PAT. Staff should reflect the families being served. • Collaboration with local family and early childhood systems partners to provide a continuum of services for CHVP participants and maintain a strong referral system into the program. • Purchase of needed equipment and other programmatic supplies for successful implementation of selected home visiting model. <p>1.2 Execute all implementation and service delivery activities according to model guidelines and CHVP requirements.</p> <p>1.3 Adhere to all CHVP Policies and Procedures relating to implementation and expansion of HFA/NFP/PAT.</p>	<ul style="list-style-type: none"> • Submission of CHVP Implementation Plan within 60 days of contract execution. • Submission of semi-annual status report. • Submission of quarterly staffing reports. • Participate in regular technical assistance calls with CHVP staff.
<p>2. Enroll participants to increase caseload.</p>	<p>2.1 Increase caseload capacity by a negotiated number decided between CHVP and the LHJ.</p> <p>2.2 Adhere to all CHVP Policies and Procedures and model guidance relating to caseload capacity.</p>	<ul style="list-style-type: none"> • Submission of CHVP Implementation Plan within 60 days of contract execution.



Objective	Activities	Deliverables
<p>3. Maintain clean and compliant data for all home visiting activities and participants per model and CHVP guidance.</p>	<p>3.1 All CHVP State General Fund (SGF) funded home visiting participants are required to sign the CHVP consent form.</p> <p>3.2.a. NFP LHJs will coordinate data system requirements with the NFP National Service Office and the CHVP Data Team.</p> <p>3.2.b. HFA LHJs will coordinate with the CHVP Data Team to establish buildout/modification in Efforts to Outcomes (ETO) data system.</p> <p>3.2.c. PAT LHJs will coordinate data system requirements with the PAT National Office and the CHVP Data Team for use of the Penelope data system.</p> <p>3.3 LHJ will enter the participant data into a secure and designated data system within seven working days of data collection.</p> <p>3.4 LHJ will adhere to all CHVP Policies and Procedures relating to compliant data.</p> <p>3.5 LHJ will coordinate with data collection system owners (see 3.2 above) to provide CHVP with participant-level data and other data as needed.</p>	<ul style="list-style-type: none"> • Evidence of signed participant consent forms. • Submission of timely and accurate data on participant demographics, service utilization, and performance measures, according to, and with fidelity to, the selected home visiting model guidelines and CHVP requirements. • Evidence of data submission within seven working days of data collection. • Monthly enrollment and other reports as needed. • Participate in regular technical assistance calls and site visits with CHVP staff. • LHJ authorization for transmission of participant-level data from model specific data collection systems to CHVP.



Special Support – Goal: Provide relief and support with rebuilding and stabilizing the staff and families served by Local MCAH home visiting programs including CHVP Innovation Projects through enhanced training, technology, hazard pay and other staff costs, and emergency supplies.

Categories	Activities	Deliverables
1. Hazard pay or other staff costs	1.1 Fund staff costs associated with providing home visits or administration for programs, including incentive bonuses, overtime pay, and technology that supports individual employees.	Using CHVP-provided template, report semi-annually on: <ul style="list-style-type: none"> • Number of staff (Not FTE) receiving hazard pay/other staff costs. • Description of activities being performed for hazard pay/other staff costs. • Number of staff receiving technology.
2. Training	2.1 Develop a process for identifying and prioritizing target audiences, training needs, and relevant topics for training of home visiting staff. 2.2 Develop, conduct, and assess training of staff. 2.3 Provide training opportunities that address the needs of families, including but not limited to health equity, reproductive justice, social determinants of health, etc.	Using CHVP-provided template, report semi-annually on: <ul style="list-style-type: none"> • Name of training. • Purpose/description of training. • Date of training • Number of staff participating in training. • All other activities related to staff training.
3. Technology	3.1 Develop and implement a process to assess how technology needs are identified, prioritized, and addressed for participant families.	Using CHVP-provided template, report semi-annually on:

Categories	Activities	Deliverables
	3.2 Acquire and provide the necessary technological means for participant families to conduct and support virtual home visiting.	<ul style="list-style-type: none"> • Hardware or software acquired. • Process used to identify and prioritize families. • Number of families receiving technology.
4. Emergency supplies	4.1 Develop and implement a process for identifying need for supplies and distributing emergency supplies, including gift cards and prepaid grocery cards to participant families. 4.2 Provide emergency supplies, including diapers, diapering supplies, gift cards, and prepaid grocery cards to participant families for the purpose of meeting the emergency needs of the family.	Using CHVP-provided template, report semi-annually on: <ul style="list-style-type: none"> • Process used to identify and prioritize families. • Type and number of emergency supply items, including gift cards and prepaid grocery cards purchased and distributed, • Number of families receiving emergency supplies.

Data Collection (For Special Support)

Objectives	Activities	Deliverables
1. Maintain clean and compliant data for special support activities per CHVP guidance.	1.1 Collect pertinent data and information regarding use of funds using CHVP-approved forms, guidance and mechanisms and report to CHVP regularly and upon request.	<ul style="list-style-type: none"> • Submission of data using CHVP templates and guidance. • Submission of records and documentation to support the



Objectives	Activities	Deliverables
	1.2 Maintain appropriate records and documentation to support expenditures.	charges using CHVP templates and guidance.

NOTE: If compliance standards are not met in a timely manner, CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

MCAH Director Signature (or designee):


A handwritten signature in black ink, appearing to read 'J. Amant'.

Date: 02/06/2023

BUDGET SUMMARY				
FISCAL YEAR	INVOICE TYPE	BUDGET	BUDGET STATUS	BALANCE
2022-2023	QUARTERLY	ORIGINAL	ACTIVE	357,322
Rev. 7/22/20				
PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Mono		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-26	(1)	(2)	(3)
SUB:		TOTAL FUNDING	%	\$
		FUNDING TOTALS	402,973	402,973
EXPENSE CATEGORY				
PERSONNEL		\$10,626	100.00%	\$10,626
FRINGE BENEFITS		\$5,472	100.00%	\$5,472
OPERATING		\$126	100.00%	\$126
EQUIPMENT				
TRAVEL				
SUBCONTRACTS		\$25,402	100.00%	\$25,402
OTHER COSTS				
INDIRECT COST		\$4,025	100.00%	\$4,025
		BUDGET TOTALS	445,651	445,651
		BALANCES	=====>	\$357,322

Maximum Amount Payable:	\$45,651
--------------------------------	-----------------

I CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

Signature over  12/30/2022
 Printed Name Stephanie Butters **DATE**
 Fiscal Officer

State Use Only	FUNDING SOURCE	CHVP - SGF	
	PCA CODE	\$1023	
PERSONNEL			10,626
FRINGE BENEFITS			5,472
OPERATING			126
EQUIPMENT			
TRAVEL			
SUBCONTRACTS			25,402
OTHER COSTS			
INDIRECT COST			4,025
Totals for PCA Codes	45,651		45,651

PERSONNEL						Remaining Funds	
TOTAL PERSONNEL COSTS						100.00%	10,626
TOTAL WAGES							10,626
	INITIALS	TITLE OR CLASS.	FTE %	ANNUAL SALARY	TOTAL WAGES		
1	JC	Health Program Manager	5%	112,225	5,611	100.00%	5,611
2	SB	Fiscal and Administrative Officer	5%	100,306	5,015	100.00%	5,015
3							
4							
5							
6							
7							
8							
9							
10							

FRINGE BENEFITS				Remaining Funds	
TOTAL FRINGE BENEFITS				100.00%	5,472
					5,472

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Mono		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-26	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	\$
		FUNDING TOTALS	402,973	402,973

EXPENSE CATEGORY		Remaining Funds	
OPERATING		100.00%	126
TOTAL OPERATING EXPENSES		126	126
1	Communication Costs for Personnel	126	100.00% 126
2			
3			
4			
5			

EQUIPMENT		Remaining Funds	
TOTAL EQUIPMENT EXPENSES			
1			
2			
3			
4			
5			

TRAVEL		Remaining Funds	
TOTAL TRAVEL EXPENSES			
1			
2			
3			
4			
5			

SUBCONTRACTS		Remaining Funds	
TOTAL SUBCONTRACT EXPENSES		25,402	25,402
1	Frist 5 Mono County	25,402	100.00% 25,402
2			
3			
4			
5			

OTHER COSTS		Remaining Funds	
TOTAL OTHER COSTS			
1			
2			
3			
4			
5			

INDIRECT COST		Remaining Funds	
TOTAL INDIRECT COSTS		4,025	4,025
25.00% of Total Personnel and Benefits		4,025	100.00% 4,025

**MEMORANDUM OF UNDERSTANDING BETWEEN FIRST 5
AND MONO COUNTY FOR THE PROVISION OF HOME
VISITING SERVICES**

This Memorandum of Understanding (MOU) is between the Mono County Children and Families Commission (First 5) and Mono County (the County).

It is expressly understood and agreed upon by both parties to this MOU that the purpose of this MOU is to set the terms for a cooperative project wherein First 5 will provide Home Visiting Services to the County.

NOW, THEREFORE, FIRST 5 AND THE COUNTY AGREE AS FOLLOWS:

1. The term of this MOU shall be from July 1, 2022 to June 30, 2028, unless sooner terminated by either party.
2. First 5 agrees to provide those services to the County as described in Attachment A, Scope of Work.
3. The County agrees to pay First 5 in accordance with the terms set forth in Attachment B. The total sum of all payments made by the County to First 5 for services and work performed under this MOU shall not exceed three hundred thousand dollars (\$300,000.00) per fiscal year, except for Fiscal Year 2022-23 in which the amount shall be \$25,402.00, for a total contract limit of one million five hundred and twenty-five thousand four hundred two dollars (1,525,402.00) during the entire term of this MOU ("contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by First 5 for services or work performed that is in excess of the contract limit.
4. Both parties agree that the purpose of these funds is to pay First 5 for the provision of Home Visiting Services and these funds will be exclusively used to pay for such services as are listed in Attachment A.
5. Indemnification. Each party agrees to indemnify and hold harmless the other party, its officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of or in connection with this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
6. The method by which the parties will invoice and provide payment is as follows:
 - a. First 5 shall submit an invoice and financial report along with a Quarterly Monitoring Report (example of what to include in the Quarterly Monitoring Report is included in Attachment A) to the County on a quarterly basis. Quarterly

invoices and all required reporting shall be due from First 5 on October 15, 2023, 2024, 2025, 2026 and 2027; January 15, 2024, 2025, 2026, 2027 and 2028; April 15, 2024, 2025, 2026, 2027 and 2028; and July 10, 2023, 2024, 2025, 2026, 2027, and 2028. *Please note the earlier-than-usual due date for the month of July.* An Annual Report shall be due from First 5 no later than July 31 of each year. The obligation to provide invoices and receipts shall survive the contract expiration date.

- b. The County will pay the invoices to First 5 directly within 30 calendar days of the date the invoice was issued.
7. This MOU may be amended by a writing signed by authorized representatives of both the County and First 5.
8. **Funding Limitation.** The ability of County to enter into this MOU 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 MOU, or any of its terms within ten (10) days of notifying First 5 of the termination, reduction, or modification of available funding. Any reduction or modification of this MOU effective pursuant to this provision must comply with the requirements of Paragraph 7.
9. This MOU shall be administered on behalf of the two organizations by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

First 5 Mono County:

Molly DesBaillets, Executive Director
365 Sierra Park Road, Bldg. M
P.O. Box 130
Mammoth Lakes, CA 93546
760 924-7626

Mono County:

Jacinda Croissant, Maternal Child and
Adolescent Health
1290 Tavern Rd.
P.O. Box 2969
Mammoth Lakes, CA 93546
760 924-1763

By the signatures of their authorized representatives appearing below, First 5 and the County agree to perform and abide by the terms of this MOU.

County:

First 5 Mono County:

Kathy Peterson, Interim Public Health Director

Molly DesBaillets, Executive Director

Dated: _____

Dated: _____

Approved by Risk Management:

Approved as to Form:

County Counsel

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN FIRST 5 AND MONO COUNTY FOR THE PROVISION OF HOME VISITING SERVICES

TERM:

FROM: July 1, 2022 TO: June 30, 2028

SCOPE OF WORK:

First 5 shall perform and/or provide the following services and programs:

SEE ATTACHED SCOPE OF WORK.

QUARTERLY AND ANNUAL REPORTS

- 1. Quarterly Monitoring Reports:** Will cover three (3) month periods and shall be provided to the County Department of Public Health by First 5 using the report template shown below. First 5 shall submit a Quarterly Monitoring Report along with an invoice for expenses and accompanying financial report to the County on a quarterly basis. Quarterly reporting and invoicing shall be due from First 5 on October 15, January 15, April 15, and July 10, of each year this MOU is in effect. Please note July's early due date.

Quarterly Monitoring Report Template shall include the following items:

- a. Name of Service Provider and Program.
 - b. A brief description of your activities for the reporting quarter/period, including any program improvements or challenges. Copies of any surveys or other tools used to measure client satisfaction.
 - c. A description of any unexpected outcomes (positive or negative), and any unmet community needs, discovered through providing these services.
- 2. Annual Reports:** A comprehensive Annual Report will be provided to County by First 5 no later than **July 30** of each year using an Annual Report template as designated by the reporting on the use of funds.
 - First 5 will report on outcomes and expenditures separately for and program expenditures.
 - The annual report template will be provided to First 5 at the start of the fiscal year under separate cover.

ATTACHMENT B

**MEMORANDUM OF UNDERSTANDING
BETWEEN FIRST 5 AND MONO COUNTY FOR THE
PROVISION OF HOME VISITING SERVICES**

TERM

FROM: July 1, 2022 TO: June 30, 2028

First 5 shall submit quarterly financial reports including funding, costs, expenditures and allocation of expenditures for this program, using an Excel spreadsheet template provided by County to First 5 for reporting purposes.

Line Item Changes: First 5 may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval. Please notify County of any line item changes, and provide written justification for any line-item change exceeding 30%.

See attached budget for fiscal year 2022/2023; future budget years will be developed in accordance with State and County guidelines.



California Home Visiting Program (CHVP) State General Fund (SGF) Evidence-Based Home Visiting Expansion Scope of Work (SOW)

This Scope of Work (SOW) identifies the goals, objectives and deliverables pertaining to Year 1 (July 1, 2022- June 30, 2023) of the 2022 State General Fund (SGF) expansion. The 2022 SGF expansion provides additional funding to the California Home Visiting Program (CHVP) with the long-term goal of increasing the number of families participating in the three evidenced-based home visiting (EBHV) models supported by CHVP: Healthy Families America (HFA), Nurse Family Partnership (NFP), and Parents as Teachers (PAT). Local Health Jurisdictions (LHJs) may use Year 1 funding for expansion, planning, and/or special support activities related to pandemic recovery. LHJs must select one or more of the following Year 1 activity(ies). Only the goals, objectives and deliverables pertaining to the selected Year 1 activity(ies) apply to this agreement.

Please check one or more of the following boxes to indicate planned use of funding:

<input checked="" type="checkbox"/>	Planning Activities
<input type="checkbox"/>	Expansion Activities
<input checked="" type="checkbox"/>	Special Support Activities

Planning Activities – Goal: Plan for implementation or expansion of HFA, NFP or PAT.

Objective	Activities	Deliverables
1. Plan for HFA/NFP/PAT home visiting model implementation and/or expansion.	1.1 Develop a CHVP Implementation Plan using the CHVP template, which may include and is not limited to the following:	<ul style="list-style-type: none"> Submission of CHVP Implementation Plan within 60 days of agreement execution.



Objective	Activities	Deliverables
	<ul style="list-style-type: none"> • Conduct a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting. • Select the evidence-based home visiting model(s) that will best meet the needs of the service population and be sustainable for the LHJs. • Apply for model affiliation as applicable. • Plan the infrastructure needed to perform all activities according to, and in fidelity of, the specific model guidelines and CHVP requirements. • Adhere to all CHVP Policies and Procedures relating to implementation of HFA/NFP/PAT at the LHJ. • Establish a plan and timeline for the recruitment, hiring, and training of staff to support implementation of HFA/NFP/PAT. • Develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program. • Develop a plan to recruit and enroll participants. • Establish a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of selected home visiting model. 	<ul style="list-style-type: none"> • Submission of semi-annual status reports. • Submission of quarterly staffing reports. • Participate in regular technical assistance calls with CHVP staff.



Expansion Activities - Goal: Expand participation, beyond current caseload capacity, in an existing HFA, NFP or PAT program.

Objective	Activities	Deliverables
<p>1. Provide leadership, guidance, and oversight for CHVP HFA/NFP/PAT model implementation.</p>	<p>1.1 Develop CHVP Implementation Plan, using the CHVP provided template, including but not limited to the following:</p> <ul style="list-style-type: none"> • Recruitment, hiring, and training of staff to support implementation of HFA/NFP/PAT. Staff should reflect the families being served. • Collaboration with local family and early childhood systems partners to provide a continuum of services for CHVP participants and maintain a strong referral system into the program. • Purchase of needed equipment and other programmatic supplies for successful implementation of selected home visiting model. <p>1.2 Execute all implementation and service delivery activities according to model guidelines and CHVP requirements.</p> <p>1.3 Adhere to all CHVP Policies and Procedures relating to implementation and expansion of HFA/NFP/PAT.</p>	<ul style="list-style-type: none"> • Submission of CHVP Implementation Plan within 60 days of contract execution. • Submission of semi-annual status report. • Submission of quarterly staffing reports. • Participate in regular technical assistance calls with CHVP staff.
<p>2. Enroll participants to increase caseload.</p>	<p>2.1 Increase caseload capacity by a negotiated number decided between CHVP and the LHJ.</p> <p>2.2 Adhere to all CHVP Policies and Procedures and model guidance relating to caseload capacity.</p>	<ul style="list-style-type: none"> • Submission of CHVP Implementation Plan within 60 days of contract execution.

Objective	Activities	Deliverables
<p>3. Maintain clean and compliant data for all home visiting activities and participants per model and CHVP guidance.</p>	<p>3.1 All CHVP State General Fund (SGF) funded home visiting participants are required to sign the CHVP consent form.</p> <p>3.2.a. NFP LHJs will coordinate data system requirements with the NFP National Service Office and the CHVP Data Team.</p> <p>3.2.b. HFA LHJs will coordinate with the CHVP Data Team to establish buildout/modification in Efforts to Outcomes (ETO) data system.</p> <p>3.2.c. PAT LHJs will coordinate data system requirements with the PAT National Office and the CHVP Data Team for use of the Penelope data system.</p> <p>3.3 LHJ will enter the participant data into a secure and designated data system within seven working days of data collection.</p> <p>3.4 LHJ will adhere to all CHVP Policies and Procedures relating to compliant data.</p> <p>3.5 LHJ will coordinate with data collection system owners (see 3.2 above) to provide CHVP with participant-level data and other data as needed.</p>	<ul style="list-style-type: none"> • Evidence of signed participant consent forms. • Submission of timely and accurate data on participant demographics, service utilization, and performance measures, according to, and with fidelity to, the selected home visiting model guidelines and CHVP requirements. • Evidence of data submission within seven working days of data collection. • Monthly enrollment and other reports as needed. • Participate in regular technical assistance calls and site visits with CHVP staff. • LHJ authorization for transmission of participant-level data from model specific data collection systems to CHVP.



Special Support – Goal: Provide relief and support with rebuilding and stabilizing the staff and families served by Local MCAH home visiting programs including CHVP Innovation Projects through enhanced training, technology, hazard pay and other staff costs, and emergency supplies.

Categories	Activities	Deliverables
1. Hazard pay or other staff costs	1.1 Fund staff costs associated with providing home visits or administration for programs, including incentive bonuses, overtime pay, and technology that supports individual employees.	Using CHVP-provided template, report semi-annually on: <ul style="list-style-type: none"> • Number of staff (Not FTE) receiving hazard pay/other staff costs. • Description of activities being performed for hazard pay/other staff costs. • Number of staff receiving technology.
2. Training	2.1 Develop a process for identifying and prioritizing target audiences, training needs, and relevant topics for training of home visiting staff. 2.2 Develop, conduct, and assess training of staff. 2.3 Provide training opportunities that address the needs of families, including but not limited to health equity, reproductive justice, social determinants of health, etc.	Using CHVP-provided template, report semi-annually on: <ul style="list-style-type: none"> • Name of training. • Purpose/description of training. • Date of training • Number of staff participating in training. • All other activities related to staff training.
3. Technology	3.1 Develop and implement a process to assess how technology needs are identified, prioritized, and addressed for participant families.	Using CHVP-provided template, report semi-annually on:

Categories	Activities	Deliverables
	3.2 Acquire and provide the necessary technological means for participant families to conduct and support virtual home visiting.	<ul style="list-style-type: none"> • Hardware or software acquired. • Process used to identify and prioritize families. • Number of families receiving technology.
4. Emergency supplies	4.1 Develop and implement a process for identifying need for supplies and distributing emergency supplies, including gift cards and prepaid grocery cards to participant families. 4.2 Provide emergency supplies, including diapers, diapering supplies, gift cards, and prepaid grocery cards to participant families for the purpose of meeting the emergency needs of the family.	Using CHVP-provided template, report semi-annually on: <ul style="list-style-type: none"> • Process used to identify and prioritize families. • Type and number of emergency supply items, including gift cards and prepaid grocery cards purchased and distributed, • Number of families receiving emergency supplies.

Data Collection (For Special Support)

Objectives	Activities	Deliverables
1. Maintain clean and compliant data for special support activities per CHVP guidance.	1.1 Collect pertinent data and information regarding use of funds using CHVP-approved forms, guidance and mechanisms and report to CHVP regularly and upon request.	<ul style="list-style-type: none"> • Submission of data using CHVP templates and guidance. • Submission of records and documentation to support the



Objectives	Activities	Deliverables
	1.2 Maintain appropriate records and documentation to support expenditures.	charges using CHVP templates and guidance.

NOTE: If compliance standards are not met in a timely manner, CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

MCAH Director Signature (or designee):


A handwritten signature in black ink, appearing to read 'J. Amant'.

Date: 02/06/2023

BUDGET SUMMARY				
SUBCONTRACT				
FISCAL YEAR	INVOICE TYPE	BUDGET	BUDGET STATUS	BALANCE
2022-2023	QUARTERLY	ORIGINAL	ACTIVE	
Rev. 7/22/20				
PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Mono		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-26	(1)	(2)	(3)
SUBK:	First 5 Mono	TOTAL FUNDING	%	\$
		25,402		25,402
FUNDING TOTALS				
EXPENSE CATEGORY				
PERSONNEL		\$10,622	100.00%	\$10,622
FRINGE BENEFITS		\$4,780	100.00%	\$4,780
OPERATING		\$900	100.00%	\$900
EQUIPMENT		\$4,000	100.00%	\$4,000
TRAVEL				
SUBCONTRACTS				
OTHER COSTS		\$5,100	100.00%	\$5,100
INDIRECT COST				
		BUDGET TOTALS		\$25,402
			100.00%	
		BALANCES	=====>	

Maximum Amount Payable:	\$25,402
--------------------------------	-----------------

I CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

Signature over  _____

Printed Name Stephanie Butters 12/30/2022

Fiscal Officer DATE

State Use Only	FUNDING SOURCE	CHVP - SGF	
	PCA CODE		51023
PERSONNEL			10,622
FRINGE BENEFITS			4,780
OPERATING			900
EQUIPMENT			4,000
TRAVEL			
SUBCONTRACTS			
OTHER COSTS			5,100
INDIRECT COST			
Totals for PCA Codes	25,402		25,402

PERSONNEL						Remaining Funds	
TOTAL PERSONNEL COSTS					10,622	100.00%	10,622
TOTAL WAGES					10,622		10,622
	INITIALS	TITLE OR CLASS.	FTE %	ANNUAL SALARY	TOTAL WAGES		
1	MD	First 5 Mono County Executive Director	10%	106,215	10,622	100.00%	10,622
2							
3							
4							
5							
6							
7							
8							
9							
10							

FRINGE BENEFITS					Remaining Funds	
TOTAL FRINGE BENEFITS				4,780	100.00%	4,780

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Mono		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-26	(1)	(2)	(3)
SUBK:	First 5 Mono	TOTAL FUNDING	%	\$
		25,402		25,402
FUNDING TOTALS				

EXPENSE CATEGORY		Remaining Funds		
OPERATING		100.00%	900	
TOTAL OPERATING EXPENSES			900	
1	Rent for storage unit to store diapers	900	100.00%	900
2				
3				
4				
5				

EQUIPMENT		Remaining Funds		
TOTAL EQUIPMENT EXPENSES		4,000	100.00%	4,000
1	(2) Laptops for new Home Visitors	4,000	100.00%	4,000
2				
3				
4				
5				

TRAVEL		Remaining Funds		
TOTAL TRAVEL EXPENSES				
1				
2				
3				
4				
5				

SUBCONTRACTS		Remaining Funds		
TOTAL SUBCONTRACT EXPENSES				
1				
2				
3				
4				
5				

OTHER COSTS		Remaining Funds		
TOTAL OTHER COSTS		5,100	100.00%	5,100
1	Diapers & shipping to provide to families in FY 2023-24	5,100	100.00%	5,100
2				
3				
4				
5				

INDIRECT COST		Remaining Funds		
TOTAL INDIRECT COSTS				
of Total Direct (Subk up to 25K) Yr. 1				



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: CAO

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer

SUBJECT Appointment of Emergency Standby
Officials

AGENDA DESCRIPTION:

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

Presentation regarding the appointment of Emergency Standby Officials pursuant to the California Emergency Services Act to ensure continuity of county government in the event that conditions of disaster prevent one or more members of the Board of Supervisors, or the County Administrative Officer, from carrying out their official duties.

RECOMMENDED ACTION:

Receive information from staff regarding the appointment of Emergency Standby Officials and give direction to staff in order to return to the Board with direction to complete the appointment process.

FISCAL IMPACT:

None.

CONTACT NAME: Mary Booher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Emergency Standby Officials Staff report
Attachment 1-SLO

History

Time	Who	Approval
4/13/2023 8:46 AM	County Counsel	Yes

3/27/2023 4:06 PM

Finance

Yes

4/13/2023 9:00 AM

County Administrative Office

Yes



March 27, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Acting County Administrator

RE: Emergency Standby Officials

BOARD OF SUPERVISORS

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

Strategic Plan Focus Areas Met

A Thriving Economy Safe and Healthy Communities

Sustainable Public Lands Workforce & Operational Excellence

Recommended Action:

The Board receive information from staff regarding the appointment of Emergency Standby Officials and give direction to staff in order to complete the appointment process.

Executive Summary:

California Government Code Section 8638 authorizes the Board to appoint Emergency Standby Officials to provide for the continuance of the legislative and executive departments of the County during a state of war emergency or a state of emergency or a local emergency. The Code allows for three Emergency Standby Officials for each Board member as well as for the County Administrative Officer. Other Counties have approached this in different ways, and staff is seeking Board direction to move forward.

Government Code section 8636 authorizes the appointment of emergency standby officials, who can act when the official is unavailable, which means that "an officer is either killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform his duties." There are some Board actions that have a statutory timeframe. One such item is when the Director of Emergency Services declares a disaster, that declaration must be ratified by the Board within 7 days in order to be valid. The approval of Emergency Standby Officials will ensure such necessary actions in a timely manner.

Options:

1. One model appoints various department heads to be the Emergency Standby Officials, by district. This model is simplest, because it doesn't have to be updated when incumbents change in any of the positions. See Attachment #1 for example from San Luis Obispo County.

2. Each incumbent specifically names 3 individuals to be his/her Emergency Standby Officials. This would require updates

approved by the Board whenever the incumbents in the offices changed, or an incumbent chose to change the selection of Emergency Standby Official. This would result in additional staff time on an on-going basis, and would increase the risk of not having valid officials if needed.



COUNTY OF SAN LUIS OBISPO

TO: Board of Supervisors

FROM: Joe Guzzardi, Emergency Services Manager / 805-781-5011

DATE: 8/11/2020

SUBJECT: Request to review and approve standby officers as designated in the County Emergency Operations Plan and required by County Code. All Districts.

RECOMMENDATION

It is recommended that the Board review and approve the designated standby officers list as outlined in the County Emergency Operations Plan.

DISCUSSION

The Emergency Services Act (ESA), California Government Code, was enacted to ensure that State and local governments are adequately prepared to mitigate the effect of natural, manmade or war-caused emergencies. The goal of the ESA is to protect health and safety and preserve the lives and property of the people to the greatest extent possible.

Government Code sections 8635-8644 of the ESA addresses preservation of local government during an emergency and has provisions that ensure the continuance of government. Specifically, California Government Code, section 8638 allows the governing body of a county to appoint standby officers to act in their place in the event that a majority of members are unavailable. Government Code Section 8638 states:

To provide for the continuance of the legislative and executive departments of the political subdivision during a state of war emergency or a state of emergency or a local emergency the governing body thereof shall have the power to appoint the following standby officers:

- (a) Three for each member of the governing body.*
- (b) Three for the chief executive, if he is not a member of the governing body.*

In case a standby office becomes vacant because of removal, death, resignation, or other cause, the governing body shall have the power to appoint another person to fill said office.

Standby officers shall be designated Nos. 1, 2, and 3 as the case may be.

The standby officers lists for the Board of Supervisors and Chief Executive (County Administrative Officer) are found in Annex Two of the County's Emergency Operations Plan and shown below. The County's Emergency Operations Plan can be found online at: <https://tinyurl.com/yytzbfkz>.

Board of Supervisors

District 1:

- 1) Public Works Director
- 2) Assessor
- 3) District Attorney

District 2:

- 1) Auditor-Controller
- 2) Health Agency Director
- 3) Clerk-Recorder

District 3:

- 1) Clerk-Recorder
- 2) Public Works Director
- 3) Assessor

District 4:

- 1) Assessor
- 2) District Attorney
- 3) Auditor-Controller

District 5:

- 1) District Attorney
- 2) Auditor-Controller
- 3) Health Agency Director

Chief Executive (County Administrative Officer):

- 1) Assistant County Administrative Officer.
- 2) Division Manager within the Administrative Office. If more than one Division Manager position is staffed, succession will be based on seniority.
- 3) Principal Administrative Analyst within the Administrative Office. If more than one Principal Administrative Analyst position is staffed, succession will be based on seniority.
- 4) Principal Administrative Analyst or successor position over the Office of Emergency Services. If more than one Principal Administrative Analyst or successor position is staffed, succession will be based on seniority.

San Luis Obispo County Code requires that the Board of Supervisors review the status of all standby appointments every January. Specifically, 2.80.140 (e) states, "At its second regular meeting in each January, the board of supervisors shall review the status of all stand-by appointments, and if necessary fill vacancies as set forth hereinabove."

The last time the Board officially reviewed the status of standby officers was in January 2017 although it is regularly reviewed by Emergency Services staff. Despite this delay in formal review, the list of standby officers has remained

in place if a need arose to fill a vacancy.

Additionally, the County Emergency Operations Plan is scheduled for review and update this year and will be brought before the Board for consideration when completed.

OTHER AGENCY INVOLVEMENT/IMPACT

County Counsel has reviewed the code and standby officer information outlined in the County's Emergency Operations Plan.

FINANCIAL CONSIDERATIONS

There are no financial considerations related to this item.

RESULTS

Reviewing the status of all stand-by appointments for members of the Board of Supervisors and Chief Executive (County CAO), and if necessary, filling vacancies as set forth hereinabove will ensure our compliance with County Code 2.80.140 (e).

ATTACHMENTS

None.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: Human Resources

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jack Conry, Chief People Officer

SUBJECT Proposed Amendment to Personnel
System Section 460 (Drug and
Alcohol Policy)

AGENDA DESCRIPTION:

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

Proposed resolution amending Rule 460 of the Mono County Personnel Rules applicable to employee drug and/or alcohol testing.

RECOMMENDED ACTION:

Adopt proposed resolution amending Rule 460 of the Personnel Rules applicable to all Mono County employee bargaining units to eliminate a provision mandating drug and/or alcohol testing when an employee is involved in certain accidents, as defined.

FISCAL IMPACT:

None.

CONTACT NAME: Jack Conry

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> staff report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Exhibit to Resolution
<input type="checkbox"/> Redline showing change

History

Time	Who	Approval
4/13/2023 8:48 AM	County Counsel	Yes
4/12/2023 11:23 AM	Finance	Yes
4/13/2023 9:02 AM	County Administrative Office	Yes



April 18, 2023

To: Mono County Board of Supervisors

From: Jack Conry, Chief People Officer

RE: Change in Personnel Rule 460

BOARD OF SUPERVISORS

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

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Stacey Simon, Esq.

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EMERGENCY MEDICAL

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CPA, CGFM, MPA

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TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

Recommended Action:

Adopt proposed resolution amending Mono County Personnel Rule 460 to remove section F(2) and bring the policy into compliance with current legal requirements.

Discussion

Current Mono County Personnel Rule 460 Subsection F(2) requires managers to direct employees to drug testing in all cases where the employee was the driver in a vehicular accident, even if there is no reason to believe that the accident was related to drug or alcohol use.

In order to demand an employee undergo drug or alcohol testing in compliance with the law there must be a reasonable grounds or suspicion to justify the test. In the case of vehicular accidents, that suspicion does not always exist. When reasonable suspicion does exist, managers will still be required to direct employees to undergo testing under Section F.

The County has met and conferred with each of its employee bargaining units regarding the changes and the bargaining units have agreed to the changes contained in Exhibit.



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AMENDING RULE 460 OF THE PERSONNEL RULES APPLICABLE TO ALL
MONO COUNTY EMPLOYEE BARGAINING UNITS TO ELIMINATE A
PROVISION MANDATING DRUG AND/OR ALCOHOL TESTING WHEN AN
EMPLOYEE IS INVOLVED IN CERTAIN ACCIDENTS AS DEFINED**

WHEREAS, subsection (F)(2) of Mono County Personnel Rule 460 states that an employee shall be subject to drug and/or alcohol testing whenever the employee is involved in an accident while driving a County vehicle or involved in any accident resulting in damage to County property; and

WHEREAS, the Board of Supervisors wishes to amend Personnel Rule 460 to delete subsection (F)(2) and bring Rule 460 into conformance with current legal requirements which provide instead for drug and/or alcohol testing when there is probable cause to believe that the employee may be under the influence of drugs or alcohol; and

WHEREAS, the County has met and conferred with each of its employee bargaining units regarding the proposed change and reached agreement regarding the language contained in the attached exhibit;

NOW, THEREFORE BE IT RESOLVED that Rule 460 of the Mono County Personnel Rules applicable to the Mono County Public Employees' Association, Deputy Sheriffs' Association, Deputy Correctional Officers' Association, Probation Officers' Association and the Paramedic Fire Rescue Association shall read as set forth in the attached Exhibit, which is incorporated by this reference, and all prior versions of Rule shall be of no further force or effect.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Rhonda Duggan, Chair
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

460 Drug and Alcohol Policy

- A. County Requirements. The County requires that any officer or employee:
- 1) Not report to work or be subject to being called to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use. Not report to work if the effects of substance use (odor, appearance, etc.) are noticeable to the public.
 - 2) Not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours, while on County property, while using or operating County equipment or vehicles, or while subject to being called to duty, on breaks, or during meal periods.
 - 3) Not directly or through third parties sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty.
 - 4) Notify his or her supervisor, before beginning work, when taking medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment.
 - 5) Provide, within 24 hours of request, bona fide verification of current valid prescription for any potential impairing drug or medication identified. The prescription must be in the employee's name. A medical marijuana prescription/license is not deemed a valid prescription for employment purposes.
 - 6) Notify the Human Resources Director and Department Head of any criminal drug conviction for a violation not later than five days after conviction.
- B. Special Restrictions. Special restrictions and/or policies applicable to Department of Transportation regulated or sensitive safety positions are incorporated herein by this reference, and will be enforced together with, and in addition to, the provisions of this section. Departments receiving federal funding may be subject to the Drug-Free Workplace Act of 1988.
- C. Discipline For Violations. Violation of any of the above can result in discipline up to and including termination, and may include the employee's participation in, and completion of, a drug or alcohol treatment program. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal leave and disability laws.
- D. Search of Property. The County reserves the right to search, without employee consent, all areas and properties in the County over which the County maintains control or joint control with the employee.

- E. Pre-employment screening. The County will maintain post-offer, pre-employment screening practices regarding drugs and alcohol. All offers of employment extended by the County shall be contingent upon the applicant submitting to and passing a fitness for duty examination which may include testing for use of drugs and alcohol for designated positions. Applicants who refuse to sign a consent form permitting testing or the release of test results to the County will not be hired/rehired.
- F. Management Responsibilities and Guidelines. Managers and supervisors are responsible for reasonable enforcement of this drug and alcohol policy. Managers and supervisors shall direct that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called to work.
1. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.
 2. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs or alcohol.
 3. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon direction will remind the employee of the requirements and disciplinary consequences of failing to submit to the analysis. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor will arrange for the employee to be safely transported home.
 4. Managers and supervisors will not physically search the person or employee suspected of being under the influence of drugs and/or alcohol, nor search the personal possessions of such employee or person without first being provided the freely given written consent of the employee or person.
 5. Managers and supervisors will notify the Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head may notify the appropriate law enforcement agency.
- G. Physical Examination and Procedure. The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

- 1) Results of Drug and/or Alcohol Analysis Pre-employment. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drug and/or alcohol could affect performance of job, duties or responsibilities. If a drug screen is positive at the pre-employment physical the applicant must provide, within 24 hours of request, a bona fide verification of a valid prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
 - 2) During Employment Physical or Alcohol/Drug Test. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. If the drug screen is positive for a prescription drug, the employee must provide, within 24 hours of request, a bona fide verification of a valid current prescription of the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor that the employee has been prescribed and will be taking such prescribed drug, the employee will be subject to disciplinary action up to and including discharge.
 - 3) Testing Procedures. Testing procedures and threshold limits shall be in accordance with state and federal law, DOT procedures, and as may be determined by policy established by the Board of Supervisors.
 - 4) Investigation. If an alcohol or drug test is positive for alcohol or drugs, the County shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal laws.
- H. Confidentiality. Laboratory reports and test results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical file which will be securely kept under the control of the Human Resources department. The report or test results may be disclosed to County management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without consent, may also occur when (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and the employee, (3) the information needs to be used in administering an employee benefit plan; or, (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

460 Drug and Alcohol Policy

- A. County Requirements. The County requires that any officer or employee:
- 1) Not report to work or be subject to being called to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use. Not report to work if the effects of substance use (odor, appearance, etc.) are noticeable to the public.
 - 2) Not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours, while on County property, while using or operating County equipment or vehicles, or while subject to being called to duty, on breaks, or during meal periods.
 - 3) Not directly or through third parties sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty.
 - 4) Notify his or her supervisor, before beginning work, when taking medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment.
 - 5) Provide, within 24 hours of request, bona fide verification of current valid prescription for any potential impairing drug or medication identified. The prescription must be in the employee's name. A medical marijuana prescription/license is not deemed a valid prescription for employment purposes.
 - 6) Notify the Human Resources Director and Department Head of any criminal drug conviction for a violation not later than five days after conviction.
- B. Special Restrictions. Special restrictions and/or policies applicable to Department of Transportation regulated or sensitive safety positions are incorporated herein by this reference, and will be enforced together with, and in addition to, the provisions of this section. Departments receiving federal funding may be subject to the Drug-Free Workplace Act of 1988.
- C. Discipline For Violations. Violation of any of the above can result in discipline up to and including termination, and may include the employee's participation in, and completion of, a drug or alcohol treatment program. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal leave and disability laws.
- D. Search of Property. The County reserves the right to search, without employee consent, all areas and properties in the County over which the County maintains control or joint control with the employee.

- E. Pre-employment screening. The County will maintain post-offer, pre-employment screening practices regarding drugs and alcohol. All offers of employment extended by the County shall be contingent upon the applicant submitting to and passing a fitness for duty examination which may include testing for use of drugs and alcohol for designated positions. Applicants who refuse to sign a consent form permitting testing or the release of test results to the County will not be hired/rehired.
- F. Management Responsibilities and Guidelines. Managers and supervisors are responsible for reasonable enforcement of this drug and alcohol policy. Managers and supervisors shall direct that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called to work.
1. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.
 - ~~2. Managers and supervisors shall direct an employee to submit to a drug and/or alcohol test if the employee has been involved in a vehicular accident where the employee was the driver or involved in any accident that causes damage to county property or injury to any person.~~
 - 3.2. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs or alcohol.
 - 4.3. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon direction will remind the employee of the requirements and disciplinary consequences of failing to submit to the analysis. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor will arrange for the employee to be safely transported home.
 - 5.4. Managers and supervisors will not physically search the person or employee suspected of being under the influence of drugs and/or alcohol, nor search the personal possessions of such employee or person without first being provided the freely given written consent of the employee or person.
 - 6.5. Managers and supervisors will notify the Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head may notify the appropriate law enforcement agency.

- G. Physical Examination and Procedure. The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.
- 1) Results of Drug and/or Alcohol Analysis Pre-employment. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drug and/or alcohol could affect performance of job, duties or responsibilities. If a drug screen is positive at the pre-employment physical the applicant must provide, within 24 hours of request, a bona fide verification of a valid prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
 - 2) During Employment Physical or Alcohol/Drug Test. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. If the drug screen is positive for a prescription drug, the employee must provide, within 24 hours of request, a bona fide verification of a valid current prescription of the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor that the employee has been prescribed and will be taking such prescribed drug, the employee will be subject to disciplinary action up to and including discharge.
 - 3) Testing Procedures. Testing procedures and threshold limits shall be in accordance with state and federal law, DOT procedures, and as may be determined by policy established by the Board of Supervisors.
 - 4) Investigation. If an alcohol or drug test is positive for alcohol or drugs, the County shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal laws.
- H. Confidentiality. Laboratory reports and test results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical file which will be securely kept under the control of the Human Resources department. The report or test results may be disclosed to County management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without consent, may also occur when (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and the employee, (3) the information needs to be used in administering an employee benefit plan; or, (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: CAO

TIME REQUIRED 30 minutes

SUBJECT Strategic Plan Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer

AGENDA DESCRIPTION:

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

Receive and discuss Mono County Strategic Plan Progress Report.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Mary Booher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report-strategic plan
Strategic Plan Update Matrix

History

Time	Who	Approval
4/13/2023 8:48 AM	County Counsel	Yes
4/12/2023 4:19 PM	Finance	Yes
4/13/2023 9:02 AM	County Administrative Office	Yes



April 12, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Acting County Administrator

RE: Strategic Plan Progress Report

Strategic Plan Focus Areas Met

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

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PUBLIC WORKS
Paul Roten

SOCIAL SERVICES
Kathy Peterson

The Mono County 2022-2024 Strategic Plan was developed cooperatively by the Board and staff and adopted by the Board in 2022. The intent of the Plan is to identify the highest priorities for the County, to guide staff recommendations and Board decisions during the Plan period. The attached Progress Report provides a snapshot of progress towards the objectives identified in the Plan.

Progress has been made to many objectives, while staffing changes and storm response have hindered progress towards other objectives. Staff will continue to use the Plan as the guiding document for future budget and program recommendations, as well as in efforts to identify additional resources, such as grants, for Mono County.

Today will also provide an opportunity for the Board to provide updates to the plan, based on recent events. Some recommended updates are highlighted in yellow.

2022-24 MONO COUNTY STRATEGIC PLAN OBJECTIVES (APRIL 18, 2023 update)

STRATEGIC FOCUS AND OBJECTIVE	ACTION ITEM	OWNER	LEADS	TIME FRAME	STATUS AS OF 4/1/23	STRATEGIC FOCUS AREA
Safe and Healthy Communities						Safe and Healthy Communities
Enhance Emergency Management functions	BOS approval of the creation of an Office of Emergency Management	County Administration		2022	Completed	Safe and Healthy Communities
Enhance Emergency Management functions	Recommend to the BOS necessary OEM funding for appropriate emergency functions	County Administration		2022	Completed	Safe and Healthy Communities
Enhance Emergency Management functions	Recruit and hire an Emergency Services Manager and staff as appropriate	County Administration	Human Resources	2022	Completed	Safe and Healthy Communities
Enhance Emergency Management functions	Subsequent to the current project implementing the early warning system, create an inventory of key evacuation routes	County Administration	Sheriff's Department, Public Works, Office of Emergency Management	Fall 2023		Safe and Healthy Communities
Enhance Emergency Management functions	Assess 2022-23 winter storm response and develop recommendations for improvement	County Administration	Sheriff's Department, Public Works, Office of Emergency Management	Summer 2023		Safe and Healthy Communities
Improve Rural Infrastructure	Continue to enhance existing broadband access/affordability in Mono County	Information Technology	IT, County Counsel	Ongoing	County continues to participate in proceedings before the CPUC and to engage with the State regarding broadband infrastructure. The LATA MOU with RCRC was approved by the Board On March 7, 2023. Project Management with Tilson has requested a list of supplemental data points from each LATA Grantee, which IT is in the process of providing.	Safe and Healthy Communities
Improve Rural Infrastructure	Complete the Emergency Radio System	County Administration	Information Technology	June 2024	The President signed the FY 2023 omnibus appropriations bill on Thursday, December 29, 2022. The County has executed the necessary agreements. Equipment has been ordered and Emergency Management staff continues to coordinate with the Fire Districts. Repeater installation will be delayed due to snow levels.	Safe and Healthy Communities
Improve Rural Infrastructure	Complete construction of the new jail	County Administration	Public Works, Sheriff's Dept.	June 2025	Staff and Lionakis (architect) will be providing an update to the Board on May 2, 2023, and quarterly thereafter.	Safe and Healthy Communities
Improve Rural Infrastructure	Through a current funding award, assess Special District Capacity and needs to support increased housing density	Community Development		Ongoing, completed by June 2024	June 2024 (this is the grant deadline – two proposals have not yielded a qualified consultant. Further attempts will be conducted by CDA) (Update needed)	Safe and Healthy Communities
Behavioral Health Services Access	Continue to determine needs and enhance access to behavioral health services.	Behavioral Health	Behavioral Health staff working in conjunction with the Behavioral Health Advisory Board	May 2023	Staff is conducting focus groups and a community survey, and will be presenting and overview of the findings as well as department services to the Board on May 9, 2023.	
Behavioral Health Services Access	Develop a report to be delivered to the BOS that identifies overdose deaths and suicides (historical and current) in the county and recommended prevention actions	Behavioral Health	Behavioral Health Advisory Board	Completed	The report was presented to the BOS on November 8, 2022.	
Behavioral Health Services Access	Implement overdose and suicide prevention actions	Behavioral Health	Behavioral Health		Staff is working to develop a plan for the use of opioid settlement funds and will present this to the Board in the Summer/Fall of 2023. Jurisdictions have until 4/18/2023 to opt into the settlements, and then we will have a better idea of the amount of funding available.	
Solid Waste Collection and Disposal	Develop a new countywide solid waste transfer and disposal system to replace Benton Crossing Landfill (slated to close 2023)(Too general. Need more specific actions being implemented to finish this project.)	County Administration	Public Works	January 2023 (Update needed)		Safe and Healthy Communities
Enhance the Quality of Life for our Children and Aging Population (To enable better tracking and measurement, this objective needs to be broken into separate items for children, seniors, and perhaps low income)	Develop a comprehensive report to the Board that identifies current and potential future programs and policies that will enhance the quality of life for all in Mono County (Again, this needs to be broken out into separate reports with programs and policies with measurable actions for each)	County Administration	Public Health, CSOC, Social Services, Behavioral Health	Ongoing	As of right now, we are working together on a variety of matters/topics that meet this strategic plan goal. Staff will provide a report to the Board in Summer	Safe and Healthy Communities

STRATEGIC FOCUS AND OBJECTIVE	ACTION ITEM	OWNER	LEADS	TIME FRAME	STATUS AS OF 4/1/23	STRATEGIC FOCUS AREA
Enhance the Quality of Life for our Children and Aging Population	Probation to collaborate with justice partners to ensure systems and programs are implemented to minimize the number of youth involved in the justice system.	Probation	Probation	Ongoing	Summer / Fall 2022. UPDATE This is a statutory requirement and work is on-going. We work with multiple agencies and departments to ensure youth receive appropriate services while minimizing their involvement in the justice system. (Update needed)	Safe and Healthy Communities
Note: No objectives about crime. Perhaps at least have the Sheriff provide an annual report to the Board on crime rates and significant activities?						
A Thriving Economy						
Address shortage of affordable and workforce housing	Hire a Housing Opportunities Manager to represent the organization	County Administration	Human Resources	Ongoing	The recruitment is in process.	A Thriving Economy
Address shortage of affordable and workforce housing	Appoint a Board ad-hoc committee to review and visit other county affordable housing plans, funding and projects (Do we still want to do this?)	Board of Supervisors	County Administration, Housing Opportunities Manager	Completed	Ad Hoc Committee was appointed by the Board on April 4, 2023.	A Thriving Economy
Address shortage of affordable and workforce housing	Develop a new /updated multi-year plan for affordable housing.	County Administration	County Administration	Completed	The Housing workshop was held, and staff will be providing follow-up on April 18, 2023.	
Address shortage of affordable and workforce housing	Identify additional sources of funding to commit to affordable housing	County Administration	County Administration, Housing Opportunities Manager	Ongoing	Board will be considering guidelines for the use of 1x funds at the April 18, 2023 meeting.	A Thriving Economy
Address shortage of affordable and workforce housing	Update BOS policies for affordable housing; including streamlined processes and options to incentivize building of units. (This is only one of several actions that would flow from the Housing Workshop, so might need to be revised as we develop more actions from the Workshop.)	Housing Opportunities Manager	Community Development	not yet started	On April 18, the BOS will have an opportunity to provide direction to staff.	A Thriving Economy
Address shortage of affordable and workforce housing	Provide the BOS a quarterly update on affordable housing activities	Housing Opportunities Manager		Ongoing		A Thriving Economy
Support and retain the existing business community	Continue to provide opportunities for business financial/technical assistance programs through local, state and federal funding opportunities to aid in the post pandemic recovery	Economic Development	County Administration, Finance Department, Economic Development	Completed/Ongoing	Executed \$299,138 in forgivable loans to businesses in Mono County through CDBG CV 2-3. Continued to provide support, grants, loans, and funding opportunities through our state and federal partners including HCD, USDA, SBA, Go-Biz, SBDC, VCA, CALED, and CalTavel. Amended CDBG CV-1 Grant to provide an additional \$64,484 in forgivable loans to businesses in Mono County.	A Thriving Economy
Support and retain the existing business community	Create an annual business appreciation event to celebrate Mono County businesses	Economic Development	Economic Development	Summer 2023	A business appreciation event will be held in Walker, Bridgeport, Lee Vining, June Lake and Crowley Lake. Weather has delayed implementation of this.	A Thriving Economy

2022-24 MONO COUNTY STRATEGIC PLAN OBJECTIVES (APRIL 18, 2023 update)

STRATEGIC FOCUS AND OBJECTIVE	ACTION ITEM	OWNER	LEADS	TIME FRAME	STATUS AS OF 4/1/23	STRATEGIC FOCUS AREA
Enhance and strengthen Mono County tourism sector utilizing responsible recreation messaging	Focus tourism marketing efforts on shoulder seasons and less visited locations in the county to grow year-round business levels	Economic Development	Economic Development	Completed/Ongoing	Implementing marketing plan for Fall, Winter and Spring shoulder seasons. Completed weekly Fall Color reports and sponsorship with CaliforniaFallColor.com. Completed and promoted Winter recreation video. Anticipating promoting waterfalls and wildflowers in spring 2023. Ongoing support and advertisement through our social media, PR, newsletter, visitor guide, calendar, tradeshow, website and marketing channels. Launched new "California's Great Beyond" video.	A Thriving Economy
Enhance and strengthen Mono County tourism sector utilizing responsible recreation messaging	Collaborate with federal and state land management agencies, local agencies, partners, and tourism businesses, to educate visitors regarding sustainable and responsible recreation practices	Economic Development	Economic Development	Completed/Ongoing	Continued to promote and advertise Camp Like A Pro campaign. Included messaging in our Visitor Guide and Website on wildfire safety, wildlife safety, Mountain Manners, wildflower etiquette, sustainable fishing, dog and pet best practices and COVID-19 information. Anticipating completing a Poo Like A Pro video in spring 2023. Actively promoting areas that have desire and infrastructure for increased tourism.	A Thriving Economy
Enhance and strengthen Mono County tourism sector utilizing responsible recreation messaging	Work with Visit California and Mammoth Lakes Tourism to rebuild international visitation post pandemic	Economic Development	Economic Development	In Process	Completed sales mission with MLT to India in December. Working with MLT, Visit Bishop, Visit California and US Travel to attend IPW in San Antonio in May.	A Thriving Economy
Diversify the economy	Develop and implement a plan that identifies opportunities for a flexible economy based on attracting businesses from sectors outside the tourism/recreation industry	Economic Development	Economic Development	In Process	Working with RCRC to complete a CEDS - Comprehensive Economic Development Strategy to identify opportunities to diversify the economy with an anticipated completion date of June 2023.	A Thriving Economy
Diversify the economy	Explore opportunities to expand and enhance sustainable tourism opportunities, such as off-highway vehicle activities, using current county infrastructure and other public lands	Economic Development		In Process	Working with Marcella Rose our Sustainable Recreation Coordinator to develop infrastructure and opportunities including the recently completed Bridgeport Winter Recreation Trail.	A Thriving Economy
Economic Data	Provide quarterly reports on Mono County economic data utilizing research and information available through local, state and federal sources	Economic Development		In Process	Provided the first report to the Board of Supervisors in September with the second report anticipated in early February. (Update?)	A Thriving Economy
Workforce and Operational Excellence						
Invest in employee development and Well Being throughout our organization	Create a comprehensive employee recognition program	County Administration	Human Resources		Now that we have hired the Chief People Officer, he will be assigned to work on this.	Workforce & Operational Excellence
Invest in employee development and Well Being throughout our organization	Develop 3-5 internal, development focused, training programs for county employees	County Administration	Human Resources	Ongoing	19 employees have completed the NACo High Performance Leadership Academy and 4 are currently enrolled for the 2023 cohort. Trindel offers trainings for managers. Now	Workforce & Operational Excellence
Invest in employee development and Well Being throughout our organization	Begin informal brown bag lunches / coffee with the CAO led by the County Administrator with special guests from the community	County Administration		Implemented	CAO holds Coffee with the CAO twice monthly in North and South County. Given the change in the CAO position, these have been suspended. Staff is evaluating additional ways for the CAO to engage with staff.	Workforce & Operational Excellence
Invest in employee development and Well Being throughout our organization	Continue to implement Well Being Initiatives for Mono County employees	County Administration		Ongoing	Staff needs to develop a plan for this objective.	Workforce & Operational Excellence
Enhance the effectiveness of Human Resources	Appoint a Director of Human Resources	County Administration		In Process (Update)	The Chief People Officer began on April 10, 2023.	Workforce & Operational Excellence

2022-24 MONO COUNTY STRATEGIC PLAN OBJECTIVES (APRIL 18, 2023 update)

STRATEGIC FOCUS AND OBJECTIVE	ACTION ITEM	OWNER	LEADS	TIME FRAME	STATUS AS OF 4/1/23	STRATEGIC FOCUS AREA
Enhance the effectiveness of Human Resources	Initiate a process to acquire and implement a recruitment management software program	County Administration	Information Technology, Human Resources	In Process	CAO approved NeoGov contract. Human Resources and IT are currently starting implementation of this software, and this should be complete by the fall of 2023.	Workforce & Operational Excellence
Enhance the effectiveness of Human Resources	Initiate a review of all Human Resources policies and procedures	County Administration	Human Resources	In Process	Staff from multiple departments are updating policies and creating a Administrative Policy Manual. The first batch of policies should be presented to the Board for adoption in June 2023.	Workforce & Operational Excellence
Enhance the effectiveness of Human Resources	Develop and implement HR process training for departments	Human Resources		Fall 2023	Now that the Chief People Officer has been hired, work can begin on this. Staff is also preparing for an Administrative Skills Retreat for Dept Heads in May.	Workforce & Operational Excellence
Provide Superior Customer Service	Create a biennial, in-house customer service training for all employees. All new employees must attend the course within one year of their tenure with Mono Co.	County Administration	Human Resources	In Process	The Chief People Officer will be tasked to assist in coordinating this effort.	Workforce & Operational Excellence
Provide Superior Customer Service	Develop a voluntary countywide Customer Service Survey	County Administration	Need to identify a lead	Fall 2023	No progress has been made on this.	Workforce & Operational Excellence
Comprehensive Workforce Data	Develop relevant workforce data sets for department heads and the Board of Supervisors	Human Resources	Need to identify a lead	Fall 2023	No progress has been made on this.	Workforce & Operational Excellence
Justice, Equity, Diversion & inclusion (JEDI)	Integrate JEDI training into mandatory employee training	County Administration		Ongoing	JEDI has completed its Implicit Bias training's with Dr. Rita Cameron-Wedding. Phase I done 11/8/2021. Phase II A 1/10/2022. Intersession 3/18/2022, Phase II B 4/21/2022, Phase III 5/19/2022. Monthly JEDI meetings are held, and the upcoming Unconscious Bias Training with Vida Thomas is scheduled for the end of May 2023. Moving Screening: Cooked: Survival by Zip Code happened on April 5, 2023. Staff is currently coordinating with more presenters to hold additional training for 2023. These trainings have also been approved to count toward mandatory leadership trainings for supervisors.	Workforce & Operational Excellence
Governance	Complete Governance Workshops and implementation of resulting policies	County Administration		Completed		Workforce & Operational Excellence
Governance	Assess Board and staff adherence to established policies.	BOS; County Administration	BOS; County Administration		Need to establish a timetable and process for this action.	
Governance	Begin development of a comprehensive policy and procedure manual	County Administration	County Counsel, All Departments	In Process	County Counsel and other assigned staff have reformatted policies currently being reviewed by staff and will be compiled and re-reviewed as a group in the next three months in collaboration with MRG.	Workforce & Operational Excellence
Budget Process	Complete Budget Process enhancements and realignment in coordination with the Finance Director	County Administration	County Administration, Finance	On-going	Staff is working on developing roles and responsibilities for various	Workforce & Operational Excellence
Budget Process	Hold two (2) fiscal training workshops for department heads and fiscal staff	Finance Department		Summer 2023	We scheduled the first fiscal training for January 11, 2023. Unfortunately, the series of storms forced us to reschedule. We have not yet determined the rescheduled date. We plan to schedule the second fiscal training close to our year-end closing process which is late June and early July.	Workforce & Operational Excellence
Legislative Advocacy and Support	Provide options to the BOS to consider state and / or federal legislative lobbying options to maximize opportunities to enhance Mono County	County Administration	County Administration	Completed (Federal)	Staff will bring an agenda item to the Board to discuss the development of a state platform bu August 2023.	Workforce & Operational Excellence
Legislative Advocacy and Support (this one was left off the list)	Develop a Federal and State legislative platform seeking funding and legislation opportunities.	County Administration	County Administration	Federal-completed State-need direction from Board.	Staff will bring an agenda item to the Board to discuss the development of a state platform bu August 2023.	
Sustainable Public Lands						

2022-24 MONO COUNTY STRATEGIC PLAN OBJECTIVES (APRIL 18, 2023 update)

STRATEGIC FOCUS AND OBJECTIVE	ACTION ITEM	OWNER	LEADS	TIME FRAME	STATUS AS OF 4/1/23	STRATEGIC FOCUS AREA
Preserve and protect public lands	Identify local, state, federal and/or grant funding to apply toward protecting public lands	County Administration	County Administration	Ongoing	Additional Grant applications to support these efforts have been submitted in the last few weeks.	Sustainable Public Lands
Preserve and protect public lands	Work with partners to engage in protection and preservation of public lands and wildlife habitat, and identify priority projects for County focus. (Revised based on initial Strategic Plan wording)	County Administration	County Administration	Ongoing	Staff will continue to look for opportunities to address this action item.	
Fisheries	Explore partnership agreement(s) with organizations to enhance and sustain sport and recreational fishing along with long-term ecological considerations	County Administration	Economic Development	Ongoing	Continued dialog with CDFW, CalTrout, Trout Unlimited on angler and wildlife issues in Mono County including fishing regulations on the East Walker River. After many years of advocating a year-round fishing license was adopted by CDFW on January 1, 2023. Promoting sustainable catch-and-release fishing and promoted new winter fishing locations under the new fishing regulations.	Sustainable Public Lands
Public Lands – Recreation and Tourism	Continue to build County Recreation Program capacity to support sustainable recreation and tourism on public lands through selected initiatives. (Revised based on initial Strategic Plan wording)	County Administration	County Administration Public Works (Sustainable Recreation Program)	In Process (Update)	Staff will provide a Board update on efforts by August 2023.	Sustainable Public Lands



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: CAO

TIME REQUIRED 45 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer

SUBJECT Housing Workshop Update

AGENDA DESCRIPTION:

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

Presentation by Mary Booher regarding follow-up from workshop regarding the development of workforce/affordable housing presented by Stanley Keasling on March 14, 2023.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Mary Booher

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

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YES NO

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Housing staff report
Housing Tracking Matrix

History

Time	Who	Approval
4/11/2023 4:27 AM	County Counsel	Yes
4/12/2023 11:23 AM	Finance	Yes

4/12/2023 4:28 PM

County Administrative Office

Yes



April 12, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Acting County Administrator

RE: Strategic Plan Progress Report

Strategic Plan Focus Areas Met

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

On March 14, 2023, the Board received a report from Housing Consultant Stan Keasling. Pursuant to direction given at that workshop, staff is presenting the attached tracking document for Board review and input, to track progress.

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Paul Roten

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Kathy Peterson

Mono County Housing Opportunities-Project tracking

Category	Recommendation	staff responsible	status	Date of update
Staffing and Partnerships	Rehire housing coordinator position	CAO/HR	Recruitment open, first application review 4/3/2023	4/18/2023
Staffing and Partnerships	Enter into a contract with Mammoth Lakes Housing to pursue projects in the County	CAO	CAO has established monthly meetings with ML Housing	4/18/2023
Staffing and Partnerships	Housing authority changes, (1) create a JPA housing authority with the Town, Bishop, Inyo and Alpine Counties, or (2) force the Stanislaus County Housing Authority to place-base Housing Choice Vouchers	CAO		
Staffing and Partnerships	Support workforce and supportive housing development in Mammoth Lakes	CAO/Board	The Board has supported several projects in Mammoth Lakes	4/18/2023
Staffing and Partnerships	The Bridgeport Indian Colony lost housing in the Mountain View Fire pursue a partnership with the Tribe as they plan for rebuilding	CAO	The Bridgeport Tribe did not lose housing in the Fire. Camp Antelope is owned/managed by the Lone Pine tribe	
County-owned and Surplus land	Subdivide community center site in Lee Vining	CAO	Discussions on this possibility have happened intermittently for at least 12 years. Need RPAC update	
County-owned and Surplus land	Work with Mammoth Unified School District in Crowley to determine if all of their land is needed	CAO	Site would need to be evaluated for feasibility for housing	
County-owned and Surplus land	Support Forest Service housing and get a commitment to build additional workforce units	CAO/Board	Board members have met with our Federal delegation	5/18/2023
			CAO and Supervisor Peters are planning a meeting with the HTF Forest Supervisor on this issue	4/18/2023

County-owned and Surplus land	Repurpose the manufactured house which is being used as a youth center to housing	CAO	This building currently houses the Visitors Center and is not a suitable housing location	4/18/2023
County-owned and Surplus land	Consider relocating the Economic Development Office and repurposing the building to housing	CAO	This is the old hospital/Social Services building and in not suitable for workforce housing.	4/18/2023
			Should the County choose to engage in space planning for Bridgeport, staff could ask that this be considered for demolition, if the office space is not needed.	4/18/2023
County-owned and Surplus land	Pursue land swaps with Forest Service and LADWP	Board/CAO	This is a long-term process, and is always an available option.	4/18/2023
County-owned and Surplus land	The Marine Mountain Warfare Center has a site that could be used for housing.	CAO	Need further information on where this site is.	
			Both base and Marine housing locations don't have public water and sewer infrastructure.	
Projects	Promote ADU development	CAO/CDD		
Projects	A 4-plex is available for sale in Bridgeport	CAO	Board Ad Hoc established to evaluate potential sites on 4/4/2023	4/18/2023
Projects	The owner of a short-term rental property in Bridgeport with a total of 5 units would consider selling.	CAO	Need to identify specific property	4/18/2023
Projects	There is also a property in Bridgeport that burned where the property could be redeveloped at 4 units.	CAO	Board Ad Hoc established to evaluate potential sites on 4/4/2023	4/18/2023
Projects	There is a 20 unit motel in Bridgeport that could be purchased and converted	CAO	Board Ad Hoc established to evaluate potential sites on 4/4/2023	4/18/2023
Projects	Work with developer trying to develop 12 unit development	CAO	Need to identify specific property	4/18/2023

Projects	There is a mobile home park in Antelope Valley that may need support to remain affordable	CAO	Need to identify specific property	4/18/2023
Projects	Explore ways that the County can assist in rebuilding homes lost in the Mountain View Fire—folks living in FEMA trailers and some single-wide mobile homes	CAO	25 permits issued, 9 finalized	4/18/2023
Projects	Pursue state funding for affordable and workforce housing development and rehabilitation.	CAO	Need the Housing Position/possible coordination with MLH	4/18/2023
Financing	Develop a policy for providing both long and short term investments in workforce housing.	CAO/Housing	Need the Housing Position/possible coordination with MLH	
Financing	Financial support for ADU development	CAO/Housing	Need the Housing Position/possible coordination with MLH	
Financing	Acquire property that is listed for sale—provide acquisition financing	CAO	Board Ad Hoc established to evaluate potential sites on 4/4/2023	
Financing	Develop policy to provide long term support for workforce housing development			
Financing	Policy for acquiring property to use as housing for County staff			
Zoning	Change single family zoning to two units per parcel	CAO/CDD		
Zoning	Incentivize the development of ADU's	CAO/CDD		
Zoning	Use of mobile homes as ADUs	CAO/CDD		
Zoning	Use of RVs as ADUs	CAO/CDD	CDD staff is currently working on a project that will allow the use of RV's as residences in certain circumstances	4/18/2023
Zoning	Density bonus expand beyond state requirements	CAO/CDD		

Zoning	Workforce housing with commercial development—support seasonal workforce housing development	CAO/CDD		
Extractions	Housing Mitigation Ordinance updates	CAO/CDD		
Extractions	Policy for developer mandates and additional county investment to achieve deeper affordability	CAO/CDD	Need samples of policies in other jurisdictions	
Extractions	Review and update In Lieu fees for new development	CAO/CDD		
Extractions	Discourage vacant properties, or provide incentives to encourage new uses	CAO/CDD	Need samples of policies in other jurisdictions	
Extractions	Use friendly condemnation as a vehicle to encourage sale of vacant property	CAO/CDD	Need samples of policies in other jurisdictions	
Extractions	Rent control for mobile home parks	CAO		
Other County work	Extending the nightly rental moratorium to include multi-family residential units	CDD		CDD staff is currently working on this
Other County work	Analyzing our current nightly rental policies to assist the Board in determining whether changes are needed	CDD		CDD staff is currently working on this



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: CAO

TIME REQUIRED 15 minutes

SUBJECT Grant Agreement to Mammoth Lakes Housing (MLH) for the Innsbruck Lodge Affordable Housing Project and Appropriations Increase

PERSONS APPEARING BEFORE THE BOARD

Mary Booher, Interim County Administrative Officer

AGENDA DESCRIPTION:

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

At the January 18, 2022 Board of Supervisors meeting, the Board made a financial commitment of up to \$550,000 towards MLH's Innsbruck Lodge Affordable Housing Project, to convert an existing hotel in Mammoth into 15 affordable residential units and one manager's unit. This item includes an agreement making a revocable grant to MLH of up to \$550,000, to be used as a county operating subsidy reserve for seven County-Assisted units, and a regulatory agreement governing uses of the property, including a 55-year use restriction. To make the grant, the Board must also increase appropriations in the County's Affordable Housing Fund by \$550,000 so that disbursement can be made. The Fund has an estimated spendable carryover balance of \$1,072,000.

RECOMMENDED ACTION:

1. Approve, and authorize the CAO to sign, Grant Agreement and Regulatory Agreement between the County and Mammoth Lakes Housing, in substantially the form set forth in the attachments to this item and subject to approval of any changes by County Counsel. 2. Approve increase in appropriations from the County's Affordable Housing fund from \$276,000 to \$826,000, an increase of \$550,000 (requires 4/5ths vote).

FISCAL IMPACT:

The expenditure of \$550,000 of affordable housing dedicated resources towards a project expected to provide seven County-Assisted units will leave a balance of approximately \$558,000 at June 30, 2023.

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](#)

[Staff report](#)

[Commitment Letter](#)

[ATR - Affordable Housing fund](#)

[Form of Grant Agreement](#)

[Form of Regulatory Agreement](#)

History

Time	Who	Approval
4/11/2023 1:37 PM	County Counsel	Yes
4/3/2023 5:00 PM	Finance	Yes
4/11/2023 5:18 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Date: March 7, 2023

RE: Grant agreement for up to \$1 million of affordable housing funds to Mammoth Lakes Housing (MLH) as additional financing towards the Innsbruck Lodge Affordable Housing project

Recommended Action:

Approve the Grant Agreement between the County and MLH and authorize the Chair of the Board of Supervisors to sign on behalf of the Board.

Approve increasing appropriations in the County's Affordable Housing fund from \$276,000 to \$876,000, an increase of \$550,000 (requires 4/5ths vote).

Discussion:

On January 18, 2022, the Board of Supervisors sent a letter of financial commitment to the State Department of Housing and Community Development supporting MLH's Project Homekey application to convert an existing lodging facility into 15 affordable residential units plus one manager unit. The County committed to up to \$550,000, at 0% interest with no repayment required, as financial assistance towards completion of this project.

MLH closed escrow in August 2022 to purchase the property. Conversion into affordable housing units is financed with the Project Homekey award of \$4.56 million, one of four from the rural balance of state counties and the only one known for the tri-county area of Alpine, Inyo, and Mono. Additional funds to complete the financing on the completed project is \$700,000 to be contributed by the Town of Mammoth Lakes.

The project will support households earning up to 80% of average median income (AMI), currently \$45,300 for a single person household. Occupancy is tentatively anticipated for July 2023. Once completed, MLH will own and operate the housing units.

To execute the transfer of County funds and to ensure these funds are spent for the purposes intended by the Board of Supervisors, staff are recommending the Board approve the attached grant agreement and authorize the Chair of the Board to sign on behalf of the Board. Additionally, an increase of \$550,000 in appropriations is needed in the County's affordable housing fund, which currently has a spendable carryover balance of \$1,072,000. Once the grant agreement is signed by all parties and the budget increase is approved, Finance will transmit the \$550,000 in funding to MLH.



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

January 18, 2022

BOARD OF SUPERVISORS

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Stacey Simon, Esq.

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Bryan Wheeler

PUBLIC WORKS

Tony Dublino

SOCIAL SERVICES

Kathy Peterson

State of California
 Department of Housing & Community Development
 2020 W. El Camino Ave., Suite 500
 Sacramento, CA 95833

RE: PROJECT HOMEKEY APPLICATION – LOCAL MATCH COMMITMENT

913 Forest Trail
 Mammoth Lakes, CA 93546
 APN: 033041006000

To Whom It May Concern:

Mammoth Lakes Housing, a certified Community Housing Development Organization, is applying for funding under the Project Homekey program for the conversion of an existing hotel into approximately 15 studio, affordable apartments.

Mono County, in support of this project, is committing the following permanent sources of funding to assist with the completion of this critical project, as directed by the Board of Supervisors at their January 18, 2022 meeting.

NAME OF SOURCE: Up to \$550,000
 Borrower Name: Mammoth Lakes Housing, Inc.
 Project: 913 Forest Trail
 Mammoth Lakes, CA 93546
 APN: 033041006000
 Interest Rate: 0%
 Term: Permanent, Grant, No Repayment Required

This financial commitment is an interest-free, cash, grant investment to support affordable community housing.

If you have any questions regarding these funds, please do not hesitate to contact me at (760)-932-5415 or by email at RLawton@mono.ca.gov.

Sincerely,

Robert C. Lawton
 County Administrative Officer

COUNTY OF MONO APPROPRIATION TRANSFER REQUEST

Department Name:	Finance	Date:	2/14/2023
Prepared by:	Janet Dutcher, Finance Director	Phone:	760-932-5494

Action Type -
 Line Item Increase: + **Make sure revenue increases and use of fund balance are negative in the adjustment column
 Line Item Decrease: - **Make sure expenditure decreases are negative in the adjustment column

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
	188-27-251-47020	Contributions to Non-Profits	\$0.00	\$550,000.00	\$550,000.00
		Fund Balance		(\$550,000.00)	(\$550,000.00)
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total (Must equal \$0)				\$0.00	

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)
1 - Why was this revenue not anticipated at time of Budget Development?

Budget amount withheld from the approved budget until grant agreement with Mammoth Lakes Housing was ready to be executed because the grant agreement provides legal spending constraints on the funds.

2 - Why are funds available for the budget adjustment?

The County Board of Supervisors has been accumulating resources in its Affordable Housing fund for several years now and the project being pursued by Mammoth Lakes Housing, the Innsbruck Lodge Affordable Housing project meets the types of projects the Board envisioned for the use of these resources. At June 30, 2022, the fund had a spendable fund balance of \$827,822, and is anticipated to have a carryover balance of \$521,000, if this request is approved and funds are disbursed to Mammoth Lakes Housing.

3 - Is this a non-recurring event or should this be reflected in next years budget?

There is remaining an amount of \$450,000 committed by the grant agreement but not yet appropriated for the project that may be included in the next year's budget.

Budget Request detail

<input type="checkbox"/> Board Approval not required	<input type="checkbox"/> Revenue increase/decrease
<input checked="" type="checkbox"/> Board Approval required	<input checked="" type="checkbox"/> Appropriation increase/decrease
<input type="checkbox"/> Request for Contingency	

1. Department Head - Signature	2. Budget Office - Signature

3. Finance Director - Signature	4. CAO Office - Signature

3. Finance Director - Signature	4. CAO Office - Signature

COUNTY GRANT AGREEMENT

Between

MONO COUNTY

and

INNSBRUCK LODGE AFFORDABLE HOUSING, LLC

(Innsbruck Lodge - County Grant)

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COUNTY GRANT AGREEMENT
(Innsbruck Lodge –County Grant)

This County Grant Agreement (the "Agreement") is dated as of _____, 2022 (the "Effective Date"), and is between the Mono County, a municipal corporation (the "County") and Innsbruck Lodge Affordable Housing, LLC, California a limited liability company ("Grantee") and controlled affiliate of Mammoth Lakes Housing, Inc, a California nonprofit public benefit corporation.

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The Department of Housing and Community Development ("HCD") issued a Round 2 Notice of Funding Availability ("NOFA") for the Homekey Program, established by California Health and Safety Code Section 50675.1.1 (the "Homekey Program"), on September 9, 2021. The NOFA incorporates by reference the Multifamily Housing Program ("MHP"), as well as the MHP Final Guidelines ("MHP Guidelines"), dated June 19, 2019, both as amended and in effect from time to time. In addition, the NOFA states that Homekey grant funds are derived primarily from the Coronavirus Fiscal Recovery Fund (CSFRF), established by the American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2).

C. The Homekey Program was established during the COVID-19 Pandemic to assist Homeless Households and At Risk of Homelessness Households impacted by COVID-19. Through its September 9, 2021 NOFA, HCD considers Homeless Households and At Risk of Homelessness Households to be inherently impacted by the COVID-19 Pandemic ("Target Population").

D. The County and the Grantee jointly applied and were awarded Homekey Funds from HCD which shall be disbursed pursuant to the terms of Standard Agreement No. 21-HK-17233, dated May 15, 2022, by and among HCD, the County and the Grantee, which shall govern the expenditure of the Homekey Funds (the "Standard Agreement").

E. The Grantee owns a fee title interest in certain real property located at 913 Forest Trail, Mammoth Lakes, California (APN-033-041-006-000), as more particularly described in Exhibit A (the "Property"). As of the date of acquisition, the Property is improved with seventeen (17) hotel rooms and one (1) manager's unit, which will be converted into thirteen (13) affordable studio apartments, two (2) affordable one-bedroom apartments, and one (1) manager's unit (the "Improvements"). The Property and Improvements are referred to in this Agreement as the "Development."

F. The Grantee and the County intend for the Development to be used as Permanent Housing.

G. The County desires to make a revocable grant to Grantee in an amount not to exceed Five Hundred Fifty Thousand Dollars (\$550,000) from the County's general fund funds ("County Funds") to fund a County Operating Subsidy Reserve (the "Grant").

H. Pursuant the terms of the Standard Agreement, the County is required to cause a 55-year use restriction to be recorded against the Property in first lien priority (the "Use Restriction") to secure performance under the Standard Agreement. A copy of the form of Use Restriction is attached as Exhibit D.

I. The Grant is being made to finance the rehabilitation of the Development. The Development will increase the supply of affordable rental housing in Mono County.

J. Pursuant to the California Environmental Quality Act ("CEQA") (California Public Resources Code § 21000 et seq.) and its implementing guidelines, the County prepared, reviewed, and approved the Notice of Exemption under 14 CCR 15268, because this Development is a Streamlined Infill Project that satisfies objective planning standards set forth in Senate Bill 35 (SB 35) (Government Code § 65913(a)) and is subject to the streamlined ministerial approval process provided for in Government Code §§ 65913(b) and (c). The proposed project is therefore a ministerial project that is statutorily exempt from CEQA pursuant to Public Resources Code § 21080(b)(1) and Government Code § 65913.4.

K. HCD announced that the Homekey Funds are not subject to National Environmental Policy Act ("NEPA"). The County has not committed and is not using any federal funds to fund the Grant; thus, the County has determined that no NEPA review is required.

WITH REFERENCE TO THE FACTS RECITED ABOVE, the County and the Grantee (collectively, the "Parties") agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

(a) "30% AMI Household" means a household whose Adjusted Income does not exceed 30% of Area Median Income.

(b) "Affiliate" means an entity that is controlling or controlled by Grantee. For the purposes of this definition "Control" means (1) direct or indirect management or control of the managing member or members in the case of a limited liability company; (2) direct or indirect management or control of a general partner or general partners in the case of a partnership; and (3) direct or indirect control of a majority of the directors in the case of a corporation.

(c) "Agreement" means this Homekey County Grant Agreement, as such may be amended from time to time.

(d) "Approved Financing" means all of the following loans, grants and equity obtained by Grantee and approved by the County for the purpose of financing the Development, in addition to the Grant, which include the following, estimated as of the Effective Date:

(1) A grant of approximately Four Million Five Hundred Sixty Thousand Dollars (\$4,560,000) of Homekey program funding from HCD (the "Homekey Acquisition Funds") or such other amount approved by HCD; and

(2) A grant of One Million Dollars (\$1,000,000) from the Town of Mammoth Lakes ("Town") from the Town's general fund for acquisition and rehabilitation.

(e) "Approved Financing Plan" means the Financing Plan approved by the County as of the date of this Agreement, attached to this Agreement as Exhibit B, incorporated herein by this reference, as the same may be amended pursuant to Section 3.5. The Approved Financing Plan shall be updated at the Close of Escrow without need for amendment of this Agreement.

(f) "Area Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Mono, California as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(g) "At Risk of Homelessness Household" means a household that is at risk of homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation. The definition of At Risk of Homeless Households under 24 CFR 578.3 includes limited requirements that an individual or family also qualify as a 30% AMI Household.

(h) "CEQA" has the meaning set forth in Paragraph J of the Recitals.

(i) "Certificate of Occupancy" means the final certificate of completion or certificate of occupancy issued by the Mono County, or comparable County sign-off on the completion of conversion of the Development.

(j) "Closing Date" means the date that Grantee acquires title to the Property and all deeds of trust associated with Approved Financing as shown on the Approved Financing Plan are recorded against the Grantee's fee interest in the Property.

(k) "Completion Date" means the date that a Certificate of Occupancy, or equivalent document is issued by the County to certify completion of the rehabilitation and conversion of the Development.

(l) "County" has the meaning set forth in the first paragraph of this Agreement.

- (m) "County-Assisted Units" has the meaning set forth in Recital I.
- (n) "County Board" refers to the Board of Supervisors of the County of Mono.
- (o) "County Executive Officer" refers to the County Administrative Officer of Mono County, or an authorized designee.
- (p) "Default Rate" has the meaning set forth in Section 6.2(a)(4).
- (q) "Development" has the meaning set forth in Paragraph E of the Recitals.
- (r) "Escrow" means the escrow account established by the Grantee for the closing of Development financing with Inyo-Mono Title Company in its Bishop office, located at 873 North Main Street, Bishop, CA 93514, or another escrow company satisfactory to the County.
- (s) "Event of Default" has the meaning set forth in Section 6.1.
- (t) "Grant" has the meaning set forth in Paragraph G of the Recitals.
- (u) "Grant Documents" means this Agreement, and the Use Restriction.
- (v) "Grantee" has the meaning set forth in the first paragraph of this Agreement.
- (w) "Hazardous Materials" has the meaning set forth in Section 4.6.
- (x) "Hazardous Materials Claims" has the meaning set forth in Section 4.6.
- (y) "Hazardous Materials Law" has the meaning set forth in Section 4.6.
- (z) "HCD" has the meaning set forth in Paragraph B of the Recitals.
- (aa) "Homekey" has the meaning set forth in Paragraph B of the Recitals.
- (bb) "Homekey Funds" means the Homekey Acquisition Funds provided by HCD under the Standard Agreement.
- (cc) "Homekey Term" means the period beginning on the date of this Agreement and ending on the fifteenth (15th) anniversary of the Completion Date.
- (dd) "Homekey Regulations" has the meaning set forth in Paragraph B of the Recitals.
- (ee) "Homeless Household" means individuals and families who are experiencing homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (ff) "Improvements" has the meaning set forth in Paragraph E of the Recitals.

(gg) "Low Income Household" means a household with an Adjusted Income that does not exceed the qualifying limits for lower income households, adjusted for Actual Household Size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD.

(hh) "Management Plan" has the meaning set forth in Section 3.2 of the Use Restriction.

(ii) "Notice of Completion" means the Notice of Completion executed by Grantee in the form specified in California Civil Code Section 8182.

(jj) "Operating Agreement" means the Operating Agreement executed by the members of Grantee, as may be amended pursuant to the requirements of Section 7.8 hereof.

(kk) "Participant Selection Plan" means the Selection Plan, which contains a prioritization system based on greatest need developed in collaboration with the local continuum of care, attached hereto as Exhibit E, incorporated herein by this reference.

(ll) "Permanent Housing" means housing, dwellings, or other living accommodations where the landlord does not limit the tenant's length of stay or restrict the tenant's movements and where the tenant has a lease and is subject to the rights and responsibilities of tenancy under California Civil Code Section 1940 et seq.

(mm) "Permitted Transfer" has the meaning set forth in Section 4.12(c).

(nn) "Program Participant" means a person or household which is a member of the Target Population who occupies a Unit in the Development.

(oo) "Property" has the meaning set forth in Paragraph E of the Recitals.

(pp) "Risk Management" means the Mono County's Department of Risk Management.

(qq) "Schedule of Performance" means the schedule for performance of various tasks and obligations under this Agreement that is attached as Exhibit C, as such may be modified pursuant to Section 3.1.

(rr) "Services Budget" has the meaning set forth in Section 3.6.

(ss) "Services Plan" has the meaning set forth in Section 3.6.

(tt) "Standard Agreement" has the meaning set forth in Recital D.

(uu) "Target Population" has the meaning set forth in Recital C.

(vv) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifteenth (15th) anniversary of the Completion Date.

(ww) "Transfer" has the meaning set forth in Section 4.12.

(xx) "Unit" means one (1) of the approximately sixteen (16) affordable housing units to be constructed at the Development, including one (1) unrestricted manager's unit.

(yy) "Use Restriction" has the meaning set forth in Recital H.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Legal Description of the Property
- Exhibit B: Approved Financing Plan
- Exhibit C: Schedule of Performance
- Exhibit D: Form of Use Restriction
- Exhibit E: Participant Selection Plan

ARTICLE 2.
GRANT PROVISIONS

Section 2.1 Grant.

Subject to the satisfaction of the conditions set forth in this Article, the County shall provide to Grantee the Grant, which the Grantee may use solely to fund the acquisition, construction, and operation of the Improvements for the Homekey Term, consistent with the terms of the Use Restriction and the Standard Agreement. Except as set forth in Section 2.4, Grantee has no obligation to repay the Grant.

Section 2.2 Security.

Grantee shall also cause or permit the Use Restriction to be recorded against the fee interest in the Property, in first lien position. The Use Restriction shall not be subordinated.

Section 2.3 Forgiveness of Revocable Grant.

Provided that no Default exists under this Agreement or the Use Restriction, without further action of the parties, the Grant shall be forgiven upon expiration of the Homekey Term.

Section 2.4 Revocation of Grant Upon Default.

Notwithstanding any provision herein to the contrary, and in addition to any other rights and remedies available to the County set forth in Article 6, upon a Default by Grantee, the County may revoke the outstanding balance of the Grant, and declare the outstanding balance of the Grant (other than any portion of the Grant that has been previously forgiven by the County as set forth in Section 2.3 above) plus interest thereon to be immediately due and payable, subject to the non-recourse provisions set forth in Section 2.6.

Section 2.5 Interest on Default. In the event of a Default, interest on the Grant shall begin to accrue, as of the date of Default and continuing until such time as the outstanding balance of the Grant funds are repaid in full (other than any portion of the Grant that has been previously forgiven by the County as set forth in Section 2.3 above) or the Default is cured, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

Section 2.6 Non-Recourse. Neither Grantee nor any member of Grantee shall have any direct or indirect personal liability for payment of the principal of, and interest on, the Grant or the performance of the covenants of Grantee under this Agreement. The sole recourse of County with respect to the principal of, and default interest, if any, on the outstanding balance of the Grant, and defaults by Grantee in its performance of its covenants under the Use Restriction, shall be to enforce the remedies under this Agreement, and in no event shall the County be entitled to, or seek, a deficiency judgment.

Section 2.7 Conditions Precedent to Disbursement of Grant Funds.

(a) The County shall disburse the County Grant in two or more installments but shall have no obligation to make any disbursements or to take any other action under the Grant Documents unless the following conditions precedent are satisfied prior to each such disbursement of the Grant funds.

(1) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement, or any other financing agreements or contracts between the County and Grantee, or their affiliates relating to the Development;

(2) Grantee has delivered to the County a copy of Grantee's organizational documents, including an Operating Agreement, and a corporate authorizing resolution authorizing Grantee's execution of this Agreement and the transactions contemplated by this Agreement;

(3) Grantee has caused to be executed and delivered to the County all of the Grant Documents and any other instruments, and policies required under the Grant Documents;

(4) The County has received and approved the Approved Financing Plan;

(5) Grantee has executed the Standard Agreement;

(6) Grantee has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.13 below;

(7) The Use Restriction has been recorded against the Grantee's fee interest in the Property in the Office of the Recorder of the County of Mono in first lien position,

in accordance with the terms of this Agreement, and recorded copies have been arranged to be delivered to the County;

(8) The County has received from Grantee a copy of the Management Plan, and a management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager, in compliance with the terms of the Use Restriction;

(9) There exists no material adverse change in the financial condition of Grantee from that shown by the financial statements and other data and information furnished by Grantee to the County prior to the date of this Agreement;

(10) The County has received a written draw request from the Grantee including certification that the condition set forth in Section 2.7(a)(1) continues to be satisfied, and certifying the proposed uses of funds is consistent with the limitations set forth in Section 2.1, above, and will be used solely for Units occupied by an income eligible household from the Target Population.

(b) Notwithstanding any other provisions of this Agreement, the County shall have no further obligation to disburse any portion of the Grant to Grantee under this Agreement following: (i) termination of this Agreement; (ii) notification by the County to the Grantee of an Event of Default (excluding any Event of Default of the County) under terms of this Agreement until such time as the Event of Default has been cured.

ARTICLE 3. GRANTEE OBLIGATIONS

Section 3.1 Schedule of Performance.

Subject to Section 7.15 hereof, the Grantee shall perform the tasks described in the Schedule of Performance no later than the dates set forth in the Schedule of Performance, which shall at all times be in substantial conformance with the terms and conditions of the Standard Agreement. The Schedule of Performance may be modified in writing by Grantee and the County Executive Officer on behalf of the County without the need for formal amendment of this Agreement or further approval by the County Board.

Section 3.2 Conversion and Rehabilitation.

(a) Grantee shall be solely responsible to obtain all permits and approvals for the rehabilitation and operation of the Development. Grantee shall convert the Development to Permanent Housing and shall cause the commencement and completion of conversion of the Development to Permanent Housing no later than the dates set forth in the Standard Agreement.

(b) Grantee shall achieve full occupancy by the Target Population in accordance with the timelines set forth in the Standard Agreement. Grant funds provided to the Grantee may only be used to fund operating subsidies for Units that are occupied by eligible households, and which may not be under active rehabilitation while occupied.

(c) The Grantee and the County agree that the Grantee may as part of any extension seek to negotiate additional commitments of County funds to support operating subsidies for the Development, which the County shall provide at its sole and absolute discretion, and which shall be subject to approval by the County Board.

Section 3.3 Prevailing Wages; Accessibility.

(a) Prevailing Wages. To the extent required by applicable law, Grantee shall:

(1) pay, and shall cause any consultants or contractors to pay, prevailing wages in the demolition of the Existing Improvements as those wages are determined pursuant to California Labor Code Sections 1720 et seq.;

(2) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR;

(3) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed as required by California Labor Code Section 1777.5 et seq.;

(4) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable per diem prevailing wages are available DIR;

(5) cause contractors and subcontractors performing work on the Property to be registered as set forth in California Labor Code Section 1725.5;

(6) cause contractors and subcontractors, in all calls for bids, bidding materials, and the construction contract documents for work on the Property to specify that:

(A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contractor for work on the Property unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(B) the work at the Property is subject to compliance monitoring and enforcement by the DIR;

(7) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within two (2) days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(8) cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

(9) cause its contractors to furnish payroll records required by the California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(b) Grantee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County and its board members, officers and employees against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Grantee, its contractors and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and prevailing wage requirements of the federal Davis-Bacon Act (40 USC 3141-3148), to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the performance of the development activities or any other work undertaken or in connection with the Property. The requirements in this subsection survive the termination of this Agreement.

(c) Accessibility Requirements. The Development will be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of the Standard Agreement.

Section 3.4 Inspections.

(a) The Grantee shall permit and facilitate, observation and inspection of the Development by the County and by public authorities during reasonable business hours upon forty-eight (48) hours' written notice for the purposes of determining compliance with this Agreement, provided, however, that nothing in this Agreement shall entitle the County to enter an occupied unit in the Development without notice to the program participant thereof, which the Grantee shall deliver on behalf of the County, and permission from such program participant to the extent such permission is required by law. Such inspections do not relieve the Grantee, or its contractors, from any applicable requirement to obtain other Town or County inspections in connection with the conversion of the Improvements.

(b) After the completion of an inspection the County shall deliver a copy of the inspection report to the Grantee. If the County determines as a result of the inspection that there are any deficiencies for any of the inspectable items in the Development, the Grantee shall correct such deficiencies within fifteen (15) days from the delivery of the inspection report or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Grantee must begin to correct the deficiency within fifteen (15) days, correct the deficiency as soon as reasonably possible, and allow the County to reinspect the corrected deficiency.

Section 3.5 Approved Financing Plan.

The Approved Financing Plan is attached as Exhibit B and is incorporated herein by this reference. Grantee shall submit any proposed or required amendments to the Approved Financing Plan, along with evidence that the changes to the Approved Financing Plan are reasonable and necessary, to the County for approval within fifteen (15) days of the date Grantee receives information indicating that actual costs of the Development materially vary or will vary from the costs shown on the Approved Financing Plan, which approval shall not be unreasonably

withheld or delayed. The County will make best efforts to respond in writing within fifteen (15) days after receipt of a proposed amendment to the Approved Financing Plan.

Section 3.6 Services Plan and Budget.

Grantee, in collaboration with Mono County Behavioral Health, Mono County Social Services, Mono County Adult Education Program, Mono County Workforce Services and Inyo Mono Advocates for Community Action, plans to provide on-site services to all program participants in the Development which are required under the Homekey Program (the "Social Services"). By the time specified in the Schedule, Grantee shall submit to the County the proposed services plan which shall include written guidelines or procedures for providing the Social Services (the "Services Plan"), and a proposed budget for the provision of Social Services (the "Services Budget"). The Services Plan shall include the types of Social Services provided, staffing levels, and overall coordination of the Social Services.

ARTICLE 4.
GRANT REQUIREMENTS

Section 4.1 Annual Operating Budget.

At the beginning of each year of the Term, Grantee shall provide to the County an annual budget for the operation of the Development.

Section 4.2 Information.

Grantee shall provide any information related to the Development reasonably requested by the County in connection with the Development, including (but not limited to) any information required by HCD in connection with the Standard Agreement, and any information required by the County in connection with the Grantee's use of the Grant funds.

Section 4.3 Records.

(a) Grantee shall keep and maintain at the Development, or at the corporate offices of the Grantee's managing member, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Books, records, and accounts relating to Grantee's compliance with the terms, provisions, covenants and conditions of this Agreement. All applicable financial documents are to be kept and maintained in accordance with generally accepted accounting principles consistently applied. All such books, records, and accounts shall at reasonable times be open to and available for inspection and copying by the County, its auditors or other authorized representatives at reasonable intervals during normal business hours and forty-eight (48) hours' prior written notice to Grantee. Grantee shall preserve such records for a period of not less than five (5) years after the creation of such records. Copies of all tax returns and other reports that Grantee may be required to furnish to any governmental agency are to be open for inspection by the County at all reasonable times at the place that the books, records, and accounts of Grantee are kept. If any litigation, claim, negotiation, audit exception, monitoring, inspection, or other action relating to the use of the Grant is pending at the end of the record retention period stated herein, then Grantee shall retain the records until such action and all related issues are resolved. The records are to include

all invoices, receipts, and other documents related to expenditures from the Grant funds. Such records are to include but are not limited to:

- (1) Records providing a full description of the activities undertaken under the Standard Agreement;
- (2) Records providing a full description of the activities undertaken with the use of the Grant funds;
- (3) Records documenting compliance with the Participant Selection Plan and all applicable fair housing, equal opportunity, and affirmative fair marketing requirements;
- (4) Records demonstrating compliance with Use Restriction;
- (5) Records demonstrating compliance with all applicable accessibility requirements;
- (6) Records demonstrating compliance with any applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and
- (7) Records demonstrating compliance with any applicable labor requirements (including certified payrolls from Grantee's general contractor evidencing that applicable prevailing wages have been paid).

(b) The County shall notify Grantee of any records it deems insufficient. Grantee has thirty (30) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then Grantee must begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

Section 4.4 County Audits.

Each year, Grantee shall provide the County with a copy of Grantee's annual audited financial statements, which is to include information on all of Grantee's activities pertaining to the Development as is reasonably requested by the County. Grantee shall cooperate with any audit undertaken by the County or a County contractor of Grantee's compliance with the terms of this County Grant Agreement as it relates to the Project.

Section 4.5 County Grant Requirements.

(a) Grantee shall, at all times during the Term hereof, comply with all applicable laws and regulations governing the use of the Homekey Funds under the Standard Agreement. Grantee shall also comply with the laws and regulations governing the use of the Grant funds including (but not limited to) the following:

- (1) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing

regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Construction Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608, Executive Order 13672 concerning Gender Identity.

(2) Relocation. The parties agree and acknowledge that the project contemplated under this Agreement is not expected to result in any displacement. From and after the Closing, if and to the extent the rehabilitation of Development results in the permanent or temporary displacement of residential tenants, program participants, homeowners, or businesses, then the Grantee shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq.) with respect to relocation planning, advisory assistance, and payment of monetary benefits. The Grantee shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. The Grantee shall defend, indemnify, and hold harmless the County, its governing board members, officers, representatives, agents, assigns and employees against any claim for damages, compensation, fines, penalties, relocation payments or other amounts arising out of the failure or alleged failure of any person or entity (including the Grantee or the County) to satisfy relocation obligations related to the rehabilitation of the Development.

(3) Homekey Regulations. Any other HCD regulations present or as may be amended, added, or waived in the future pertaining to the Homekey Funds.

Section 4.6 Hazardous Materials.

(a) Grantee shall keep and maintain the Property in compliance with and may not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Grantee may not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in rehabilitation of projects like the Development or kept and used in and about residential property of this type.

(b) Grantee shall immediately advise the County in writing if at any time it receives written notice of: (1) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Grantee or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (2) all claims made or threatened by any third party against Grantee or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (1) and (2) above are hereinafter referred to as "Hazardous Materials Claims"); and (3) Grantee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The County has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Grantee. Grantee shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (1) all foreseeable consequential damages; (2) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans and (3) all reasonable costs and expenses incurred by the County in connection with clauses (1) and (2), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (A) losses attributable to diminution in the value of the Property; (B) loss or restriction of use of rentable space on the Property; (C) adverse effect on the marketing of any rental space on the Property; and (D) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties)

Section 4.7 Maintenance and Damage.

(a) During the Term, Grantee shall maintain the Development in good repair and in a neat, clean, and orderly condition, consistent with quality affordable housing developments owned or operated by Grantee or its affiliates and in compliance with the County approved Management Plan. If there arises a condition in contravention of this requirement, and if Grantee has not cured such condition within thirty (30) days after receiving written notice from the County of such a condition, if Grantee is incapable of curing a default within such thirty (30) day period, the County will give the Grantee ninety (90) days to cure such default provided Grantee has commenced to cure within such thirty (30) day period and is diligently proceeding to cure such default through the end of such period, then in addition to any other rights available to

the County, the County may perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property, subject to the provisions provided in subsection (b) below.

(b) If economically feasible in the County's judgment after consultation with Grantee, if any improvement now or in the future on the Property is damaged or destroyed, then Grantee, at its cost and expense, diligently undertake to repair or restore such improvement. Such work or repair is to be commenced no later than the later of: (i) one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs; or (ii) thirty (30) days following receipt of the insurance proceeds and is to be completed within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then Grantee shall make up the deficiency. If Grantee does not promptly make such repairs, then any insurance proceeds collected for such damage or destruction are to be promptly delivered by Grantee to the County as a special repayment of the Grant, subject to the rights of the Senior Lenders, as applicable.

Section 4.8 Fees and Taxes.

(a) Grantee is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles.

(b) County acknowledges that the Grantee intends to apply to the State Board of Equalization for a welfare exemption from property taxes under California Revenue and Taxation Code Section 214 for the Development. A denial, or delayed approval, of such application shall not excuse the Grantee's compliance with the terms of this County Grant Agreement.

Section 4.9 Notice of Litigation.

Grantee shall promptly notify the County in writing of any litigation related to the Development for which the amount claimed or at issue is in excess of Two Hundred Fifty Thousand Dollars (\$250,000), and of any claims or disputes that involve a material risk of such litigation. The conditions and obligations set forth in this Section shall apply for the entire Term of this Agreement.

Section 4.10 Operation of Development as Affordable Housing.

(a) Grantee shall operate the Development as an affordable housing development for Low Income Households, consistent with: (1) HCD's requirements for use of the Homekey Funds and the terms and conditions set forth in the Standard Agreement; (2) the Use Restriction; and (3) any other regulatory requirements imposed on Grantee including but not limited to regulatory agreements associated with the County Grant.

(b) Grantee shall evaluate the income eligibility of each Program Participant in Units. For all Units, Grantee shall certify or cause the property manager to certify each Program Participant's continued program eligibility on an annual basis, or as otherwise required by HCD.

(c) Grantee shall maintain all documents setting forth the program eligibility, as applicable, household income of each household occupying a Unit, and the total amount for contribution, utilities, and related services charged to each household occupying the Development, as prescribed by the Use Restriction and all other recorded regulatory restrictions.

Section 4.11 Nondiscrimination.

(a) Grantee herein covenants by and for itself, its heirs, executors, administrators, successors and assigns, and all persons claiming under or through Grantee, that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Grantee or any person claiming under or through Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of program participants, tenants, lessees, subtenants, sublessees or vendees in the Property. Grantee shall comply with Executive Orders 11246, 11375, 11625, 12138, 12431, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Notwithstanding the above, with respect to familial status, the above should not be construed to apply to housing for older persons as defined in Section 12955.9 of the Government Code and other applicable sections of the Civil Code as identified in Health and Safety Code Section 33050(b). The foregoing covenant will run with the land.

Section 4.12 Transfer.

(a) Definition. For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (1) any rights and/or duties under this Agreement; and/or (2) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a fee interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Grantee retains title. The term "Transfer" excludes the leasing of a Unit in the Development to an occupant in compliance with the Use Restriction. The County Executive Officer is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Prohibition. Except as expressly permitted in this Agreement, the Grantee represents and agrees that the Grantee shall not make or create, or suffer to be made or created, any Transfer, either voluntarily or by operation of law without the prior written approval of the County.

(1) The limitations on Transfers set forth in this Section shall apply throughout the Term.

(2) Any Transfer made in contravention of this Section shall be void and shall be deemed to be a default under this Agreement whether or not the Grantee knew of or participated in such Transfer.

(c) Permitted Transfers. Notwithstanding the foregoing, the following are permitted Transfers shall be permitted and are hereby approved by the County (each a "Permitted Transfer"):

(1) Any Transfer creating a Security Financing Interest either: (A) permitted pursuant to the Approved Financing Plan; or (B) created as a result of a loan made to developer that replaces any existing Security Financing Interest, so long as such replacement Security Financing Interest does not secure an obligation in excess of the then outstanding balance of the original principal amount of the replaced Security Financing Interest. County will not unreasonably withhold, condition, or delay its consent to any refinancing under this Section.

(2) Any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest or as otherwise permitted under this Agreement.

(3) Any Transfer to Mammoth Lakes Housing, Inc., any successor in interest and any Affiliate or subsidiary of Grantee or Mammoth Lake Housing Inc.

Section 4.13 Insurance Requirements.

(a) Grantee shall maintain the following insurance coverage throughout the Term of the Grant written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII". If the Grantee uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Grantee agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

(b) Without in anyway affecting the indemnity herein provided and in addition thereto, the Grantee shall secure and maintain throughout the term of this County Grant Agreement the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability.

(A) Workers' Compensation A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Grantee and all risks to such persons under this Agreement.

(B) If Grantee has no employees, Grantee may certify or warrant to the County, that it does not currently have any employees or individuals who are

defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Director of Risk Management.

(C) With respect to borrowers that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

(2) Commercial General Liability. General Liability Insurance covering all operations performed by or on behalf of Grantee providing coverage for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000), per occurrence. The policy coverage must include:

- (A) Premises operations and mobile equipment.
- (B) Products and completed operations.
- (C) Broad form property damage (including completed operations).
- (D) Explosion, collapse, and underground hazards.
- (E) Personal injury.
- (F) Contractual liability.
- (G) \$2,000,000 general aggregate limit.

(3) Commercial Automobile Liability.

(A) Primary insurance coverage must be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol I (any auto).

(B) The policy must have a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

(C) If the Grantee is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy must have a combined single limit of Two Million Dollars (\$2,000,000) for bodily injury and property damage per occurrence.

(D) If the Grantee owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) Builders' Risk/Property Insurance. Builders' Risk insurance during the course of rehabilitation, and upon completion of any rehabilitation worked to be performed, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its

interests may appear. Earthquake and Flood insurance must be obtained if required by applicable federal regulations in amounts approved by the County.

(5) Commercial Crime. Commercial crime insurance covering all officers and employees, for loss of Grant proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(c) Grantee shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Grantee or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (1), (2), and (3) above, meeting all of the general requirements of subsections (e) and (f) below and naming the County as an additional insured. The Grantee agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

(d) An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy must apply to bodily injury/property damage, personal injury/advertising injury and must include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage must also apply to automobile liability.

(e) The required insurance must be provided under an occurrence form, and Grantee shall maintain the coverage described in subsections (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(f) Comprehensive Commercial General Liability and Commercial Automobile Liability insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees, and members of the County Board. The additional insured endorsements must not limit the scope of coverage for the County to vicarious liability but must allow coverage for the County to the full extent provided by the policy. Such additional insured coverage must be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

(g) All policies and bonds are to contain: (1) the agreement of the insurer to give the County at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (2) an endorsement or policy term that such policies are primary and non-contributing with any insurance that may be carried by the County; (3) a provision that no act or omission of Grantee shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (4) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

(h) The Grantee shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit

the Grantee and its employees or agents from waiving the right of subrogation prior to a loss or claim. The Grantee hereby waives all rights of subrogation against the County.

(i) All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County, and shall include endorsement or policy terms to this effect.

(j) The Grantee shall furnish Certificates of Insurance to the County Department administering this County Grant Agreement evidencing the insurance coverage prior to the close of Escrow, additional endorsements, as required shall be provided prior to the commencement of performance of Grantee's obligations under this County Grant Agreement, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Grantee shall maintain such insurance from the time Grantee commences performance of services hereunder until the completion of such services. Within fifteen (15) days following the close of Escrow, the Grantee shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

(k) The Grantee agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Grantee and the County or between the County and any other insured or additional insured under the policy.

(l) Any and all deductibles or self-insured retentions in excess of Twenty Thousand Dollars (\$20,000) shall be declared to and approved by Risk Management, provided that Risk Management may withhold or condition such approval in its reasonable discretion.

(m) In the event that any policy of insurance required in this Section does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to obtain such insurance it deems necessary and any premiums paid by the County will be promptly reimbursed by Grantee or County disbursements to Grantee will be reduced to pay for the County purchased insurance.

(n) Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced and available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Grantee agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

Section 4.14 Anti-Lobbying Certification.

(a) Grantee certifies to the best of Grantee's knowledge or belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

Section 4.15 Covenants Regarding Approved Financing.

(a) Grantee shall promptly pay the principal and interest when due on any Approved Financing.

(b) Grantee shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing, including formally declared defaults and defaults that have not been formally declared by the lender but the existence of the potential default has been communicated to the Grantee by the lender in writing or otherwise, and provide the County copies of any notice of default. The County shall have the right, but not the obligation, to cure any monetary default by Grantee under a loan secured by the Property.

(c) Grantee may not materially amend, modify, supplement, cancel or terminate any of the documents evidencing Approved Financing without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed, provided that no withholding of consent shall be deemed unreasonable if the proposed action by the Grantee would conflict with any of its obligations under this County Grant Agreement, applicable law, and/or the Homekey Regulations.

(d) Grantee may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County or as otherwise allowed under the County approved Operating

Agreement) without the prior written consent of the County, provided that no withholding of consent shall be deemed unreasonable if the proposed action by the Grantee would conflict with any of the Grantee's obligations under this Agreement, applicable law, and/or the Homekey Regulations.

Section 4.16 Affordability and Project Monitoring.

(a) Throughout the Term, the Grantee shall comply with all applicable record keeping and monitoring requirements set forth in the Homekey Regulations.

(b) Representatives of the County (and HCD or its authorized representatives) shall be entitled to enter the Property upon at least forty-eight (48) hours' notice at reasonable times to monitor compliance with this Agreement, to inspect the records of the Development, and to conduct an independent audit of such records. The Grantee agrees to cooperate with the County in making the Property available for such inspection. If for any reason the County is unable to obtain the Grantee's consent to such an inspection, the Grantee understands and agrees that the County may obtain, at the Grantee's expense, an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. The Grantee agrees to maintain records in a business-like manner and to make such records available to the County upon forty-eight (48) hours' notice at reasonable times. Unless the County otherwise approves, such records shall be maintained for the most recent five (5) years until five (5) years after the expiration of the Homekey Term.

(c) Throughout the Term, the Grantee grants the County inspection rights as set forth in Section 3.4 above, and Grantee shall make best efforts to allow the County to comply with all applicable physical monitoring requirements.

ARTICLE 5.
REPRESENTATIONS AND WARRANTIES OF GRANTEE

Section 5.1 Representations and Warranties of Grantee.

Grantee hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during the Term. The Grantee shall immediately advise the County in writing if there is any material change relating to any matters set forth or referenced in the items set forth below:

(a) Organization. Grantee is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted. Copies of the documents evidencing the organization of the Grantee delivered to the County are true and correct copies of the originals.

(b) Authority of Grantee. Grantee has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Grant Documents and all other documents or instruments executed and

delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Grantee, and all actions required under Grantee's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Grant Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed, and delivered constitute, legal, valid and binding obligations of Grantee enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Grant Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Grantee, or any provision of the organizational documents of Grantee, or will conflict with or constitute a breach of or a default under any agreement to which Grantee is a party, or will result in the creation or imposition of any lien upon any assets or property of Grantee, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The conversion of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state, and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Grantee is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Grantee, threatened against or affecting Grantee or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Grantee, materially affect Grantee's ability to repay the Grant or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Use Restriction, Grantee will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens ancillary to the Approved Financing and liens in favor of the County or approved in writing by the County.

(i) Financial Statements. The financial statements of Grantee and other financial data and information furnished by Grantee to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Grantee from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Grantee holds or expects to receive firm financial commitments for sufficient funds to complete the acquisition of the Property and the conversion of the Development in accordance with the Standard Agreement.

(k) Taxes. Grantee and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Grantee or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Grantee and its subsidiaries, taken as a whole, which would be expected to result in a material impairment of the ability of Grantee to perform under any Grant Document to which it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against Grantee of any Grant Document.

ARTICLE 6. DEFAULT AND REMEDIES

Section 6.1 Events of Default.

(a) Subject to Section 7.15, each of the following constitutes an "Event of Default" by Grantee under this Agreement:

(1) Failure under Standard Agreement. Failure of Grantee to obtain permits, commence, and prosecute to completion, conversion of the Development within the times set forth and in compliance with the requirements of the Standard Agreement.

(2) Failure to Comply with the Management Plan. Failure to comply with the Management Plan approved by the County and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the County to the Grantee, which notice provides reasonable detail of the default and the required cure for such default.

(3) Breach of Covenants. Failure by Grantee to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Grant Documents, and Grantee fails to cure such default within forty-five (45) days after receipt of written notice thereof from the County to Grantee. If Grantee is incapable of curing a default within such forty-five (45) day period, the County will give the Grantee one hundred twenty (120) days to cure such default provided Grantee has commenced to cure within such forty-five (45) day period and is diligently proceeding to cure such default through the end of such period; provided, however,

that if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control.

(4) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(5) Insolvency. A court having jurisdiction makes or enters any decree or order: (1) adjudging Grantee to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of Grantee, or seeking any arrangement for Grantee under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator, or assignee of Grantee in bankruptcy or insolvency or for any of their properties; (4) directing the winding up or liquidation of Grantee if any such decree or order described in clauses (1) to (4), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (5) Grantee admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive.

(6) Assignment; Attachment. Grantee assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution.

(7) Suspension; Termination. Grantee, or its sole and managing member, shall have: (1) the operation of their business voluntarily or involuntarily suspended by the State of California, (2) voluntarily stopped or terminated the operation of their business; (3) the Grantee shall have the operation of the limited liability company voluntarily or involuntarily dissolved, suspended or terminated by the State of California.

(8) Liens on Property and the Development. Any claim of lien (other than liens approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Grant and the continued maintenance of said claim of lien or notice to withhold for a period of thirty (30) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(9) Unauthorized Transfer. Any Transfer other than as permitted pursuant to Section 4.12.

(10) Representation or Warranty Incorrect. Any Grantee representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Grant Documents, proves to have been incorrect in any material respect when made.

(11) Failure to Timely Occupancy. Failure of Grantee to make the Units available for occupancy within the time specified in the Standard Agreement.

Section 6.2 Remedies.

(a) The occurrence of an Event of Default following the expiration of all applicable notice and cure periods will, either at the option of the County or automatically where so specified, give the County the right to proceed with any and all remedies set forth in this Agreement and the Grant Documents, including but not limited to the following:

(1) Revocation of Grant. The County may demand that any portion of the Grant not forgiven pursuant to Section 2.3 above, together with any accrued interest thereon, to become immediately due and payable. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code. Grantee is liable to pay the County on demand all reasonable expenses, costs, and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Grant and the preservation, maintenance, protection, sale, or other disposition of the security given for the Grant.

(2) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Grantee to perform its obligations and covenants under the Grant Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Grant Documents.

(3) Termination. The County has the right to terminate this Agreement and, at its sole option, to seek any remedies at law or equity available hereunder.

(4) Right of Reverter. In the event that this Agreement is terminated against the Grantee pursuant to Section 6.2 and then the County shall have the right to reenter and take possession of the Property, and all improvements thereon and to revert in the County the estate of the Grantee in the Property. The rights of the County under this Right of Reverter shall be subject to the rights, be limited by and shall not defeat, render invalid or limit any approved security interest permitted by this Agreement or the rights or interests provided in this Agreement for the protection of the holder of such approved security interests. Upon vesting or reverting in the County of title to the Property, the County shall promptly use its best efforts to resell the Property. Upon sale the proceeds shall be applied as follows: (i) first, to reimburse the County for any costs incurred in managing or selling the property, including but not limited to amounts to discharge or prevent liens or encumbrances arising from any acts or omissions of the Grantee; (ii) second, reimburse the County for damages to which it is entitled under this Agreement by reason of the Grantee's default; (iii) third, to the Grantee for the reasonable cost of the Improvements the Grantee has placed on the Property and such other reasonable costs Developer has incurred directly in connection with development of the Property, as applicable, that were not financed by the County; and (iv) fourth, any balance to the County.

(5) Option to Repurchase, Reenter and Repossess. The County shall have the additional right at its option to repurchase, reenter and take possession of the Property or any portion thereof owned by Grantee with all Improvements thereon, if there is an uncured Event of Default. The rights of the County under this Option to Repurchase shall be subject to the rights, be limited by and shall not defeat, render invalid or limit any approved security interest permitted by this Agreement or the rights or interests provided in this Agreement for the

protection of the holder of such approved security interests. To exercise its right to repurchase, reenter and take possession with respect to the Property, the County shall pay to the Grantee, in cash an amount equal to the fair market value of the Improvements existing on the Property, at the time of the repurchase, reentry and repossession less: (i) any gains or income withdrawn or made by the Grantee from the Property and (ii) the value of any unpaid liens or encumbrances on the Property, which the County assumes or takes subject to said encumbrances.

(6) Right to Cure. The County has the right (but not the obligation) to cure any monetary default by Grantee under a loan other than the Grant. However, if the Grantee is in good faith contesting a claim of default under a loan or grant and the County's interest is not imminently threatened by such default, in the County's sole judgment, the County shall not have the right to cure such default. Grantee shall reimburse the County for any funds advanced by the County to cure a monetary default by Grantee upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law and ten percent (10%) per annum (the "Default Rate") from the date of expenditure until the date of reimbursement.

Section 6.3 Right of Contest.

Grantee may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contests are to be prosecuted diligently and, other than those contesting claims, demands, levies, or assessments imposed by the County, are to be prosecuted in a manner unprejudicial to the County or the rights of the County hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the Grant Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy will be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Grantee and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7.
GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Grantee, or their agents, employees or contractors, and Grantee will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Grantee retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the

performance of services under the Agreement. In regard to the rehabilitation and operation of the Development, Grantee is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Grantee is solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Grantee may have employed or with whom Grantee may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the tenancy of the Property, the rehabilitation or operation of the Development, and Grantee shall include similar requirements in any contracts entered into for the rehabilitation or operation of the Development.

Section 7.3 Indemnification.

The Grantee agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees, except as provided in the following sentence. The indemnification obligations apply to the County's "active" as well as "passive" negligence but does not apply to the County's "gross negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. This indemnification provision is not intended to and does not limit, negate, modify, nullify, or change the non-recourse provisions of this Agreement or any other agreement, document, instrument, certificate, or covenant executed by Grantee. The provisions of this Section will survive the expiration of the Term.

Section 7.4 Non-Liability of County Officials, Employees and Agents.

No board member, official, employee or agent of the County is personally liable to Grantee in the event of any default or breach by the County or for any amount that may become due to Grantee or its successor or on any obligation under the terms of this Agreement.

Section 7.5 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

Section 7.6 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.6(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to

such activities, may obtain a financial interest or financial benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Grantee shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of Section 7.6(a) above apply to any person who is an employee, agent, consultant, officer of the County, or any immediate family member of such person, or any elected or appointed official of the County, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code Section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Grantee, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County Board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Grantee. Interpretation of this Section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 7.7 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County:

Mono County
74 N. School Street
PO Box 696
Bridgeport, CA 93517
Attn: County Administrative Officer

Grantee:

Innsbruck Lodge Affordable Housing, LLC
c/o Mammoth Lakes Housing, Inc.
P.O. Box 260
Mammoth Lakes, CA 93546
Attn: Patricia Robertson, Executive Director

with a copy to:

Goldfarb & Lipman, LLP
1300 Clay Street, 11th Floor

Oakland, CA 94612
Attn: Rafael Yaquian

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.8 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Administrative Officer is authorized to execute on behalf of the County amendments to the Grant Documents or amended and restated Grant Documents as long as any material change in the amount or terms of this Agreement is approved by the County Board.

Section 7.9 County Approval.

The County has authorized the County Administrative Officer to execute the ancillary Grant documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Grant and the existence of defaults under the Grant Documents.

Section 7.10 Applicable Law and Venue.

This Agreement is governed by the laws of the State of California. Any action brought claiming a breach of this Agreement or interpreting this Agreement shall be brought and venued in Mono County, California

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Grantee and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of god; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); weather or soils conditions which, in the opinion of the Grantee's contractor, will necessitate delays; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental County or entity (other than the acts or failure to act of the County); or any other causes (other than the Grantee's inability to obtain financing for the Improvements) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other party within ten (10) business days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) business days of receipt of the notice. Times of performance under this Agreement may also be extended in writing by the County and the Grantee. In no event shall the cumulative delays during the Term of this Agreement exceed one hundred eighty (180) days, unless otherwise agreed to by the Parties in writing.

Section 7.15 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Grantee may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.16 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.17 Entire Understanding of the Parties.

The Grant Documents constitute the entire agreement of the Parties with respect to the Grant.

Section 7.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 7.19 Action by the County. Whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the County is required or permitted under this

Agreement or any other of the Grant Documents, such action shall be given, made, taken, refused, denied or withheld by the County Administrative Officer, at the County Administrative Officer's reasonable discretion (unless some other standard is expressly stated). Any such action shall be in writing. For the avoidance of doubt, if the County Administrative Officer determines County Board action is necessary prior to the granting of any approval, notice, direction, finding, consent, request, waiver, or other action, the County Administrative Officer may at their sole discretion refer the action to the County Board for consideration of such action.

[Signature Pages Follow]

WHEREAS, this Agreement has been entered into by the undersigned as of the Effective Date.

COUNTY:

MONO COUNTY, a political subdivision of the State of California

By: _____
Chair, Mono County Board of Supervisors

APPROVED AS TO LEGAL FORM:
STACEY SIMON
County Counsel

By: _____
Stacey Simon, County Counsel

Date: _____

GRANTEE:

INNSBRUCK LODGE AFFORDABLE HOUSING, LLC, a California
limited liability company

By: Mammoth Lakes Housing, Inc., a California nonprofit
public benefit corporation

By: _____
Patricia Robertson, Executive Director

Date: _____

[Signature Page Continues]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land is situated in the State of California, County of Mono, and is described as follows:

PARCEL 1 OF PARCEL MAP NO. 36-51 IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 106 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

APPROVED FINANCING PLAN

EXHIBIT C

SCHEDULE OF PERFORMANCE

This Schedule of Performance sets forth the schedule for various activities under the Agreement to which this exhibit is attached. The description of items in this Schedule of Performance is meant to be descriptive only and shall not be deemed to modify in any way the provisions of the Agreement to which such items relate. Times for performance are subject to Force Majeure, as further provided in Section 7.15 of the Agreement, and the notice and cure rights as further provided in Section of the Agreement.

As provided in the Agreement, this Schedule of Performance may only be modified in a writing executed by all Parties, in accordance with Section 7.8 of the Agreement.

Milestone	Date
Execute Standard Agreement	
Execute Grant Documents	
Submit Evidence of Insurance	
Close on Acquisition Financing	
Submit and obtain approval of Management Plan	
Submit plans and application(s) for plan check and building permit	
___ Units Occupied	
Close Construction Financing	
Obtain Building Permits	
Begin rehabilitation	
Complete rehabilitation	

EXHIBIT D

FORM OF USE RESTRICTION

EXHIBIT E

PARTICIPANT SELCTION PLAN

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Town of Mammoth Lakes
437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546
Attn: Daniel C. Holler, Town Manger

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE
SECTIONS 6103 AND 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

APN: 033-041-006-000

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(Homekey – Innsbruck Lodge)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is dated as of March __, 2023, and is made by and between THE TOWN OF MAMMOTH LAKES (the "Town") and INNSBRUCK LODGE AFFORDABLE HOUSING, LLC, a California limited liability company and controlled affiliate of MAMMOTH LAKES HOUSING, INC., a California nonprofit public benefit corporation (collectively referred to herein as "Owner"). The Town and Owner shall be referred individually as "the Party," and collectively, as "the Parties."

RECITALS

Capitalized terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

1. The Department of Housing and Community Development ("HCD") issued a Round 2 Notice of Funding Availability ("NOFA") for the Homekey Program, established by California Health and Safety Code Section 50675.1.1 (the "Homekey Program"), on September 9, 2021. The NOFA incorporates by reference the Multifamily Housing Program ("MHP"), as well as the MHP Final Guidelines ("MHP Guidelines"), dated June 19, 2019, both as amended and in effect from time to time. In addition, the NOFA states that Homekey grant funds are derived primarily from the Coronavirus Fiscal Recovery Fund (CSFRF), established by the American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2).
2. Owner acquired certain real property located at 913 Forest Trail, in the Town of Mammoth Lakes, County of Mono (APN-033-041-006-000) as further described in Exhibit A incorporated herein (the "Property"). As of the date of acquisition, the Property is improved with eighteen (18) units of housing, including a manager's unit (the

"Improvements"). The Property and Improvements are referred to in this Agreement as the "Development."

3. Owner acquired the Property with funds from HCD pursuant to the Homekey program and related Standard Agreement No. 21-HK-17233 between HCD (as Grantor), and the Town, Mammoth Lakes Housing, Inc., and the Owner (together as Grantees), dated as of June 1, 2022 (the "Original Standard Agreement"), as amended by Standard Agreement-Amendment No. 1, dated March __, 2023 (the "First Amended Standard Agreement" and collectively with the Original Standard Agreement, the "Standard Agreement"), as such may be further amended from time to time. The Homekey Program was established during the COVID-19 Pandemic to assist Homeless Households and At Risk of Homelessness Households as defined in Section 578.3 of Title 24 of the Code of Federal Regulation, impacted by COVID-19. Through its September 9, 2021 NOFA, HCD considers Homeless Households and At Risk of Homelessness Households to be inherently impacted by the COVID-19 Pandemic.
4. The Town and Owner intend for the Development to be used as Permanent Housing. This Agreement is being recorded pursuant to HCD's requirement that the Town cause to be recorded a fifty-five (55) year use restriction against the Property ensuring that Owner provides fifteen (15) "doors" of Permanent Housing at the Development which shall be low barrier and culturally competent and shall be focused on providing support for moving people out of crisis and into permanent housing as quickly as feasible.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by this reference, and the covenants and promises contained in this Agreement, the receipt and sufficient of which are hereby acknowledged, the Parties declare as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions.

When used in this Agreement, the following terms have the following meanings:

(a) "30% AMI Household" means a household whose Adjusted Income does not exceed 30% of Area Median Income.

(b) "Actual Household Size" means the actual number of persons in the applicable household.

(c) "Adjusted Income" means with respect to the household occupying a Unit, the income from all persons in the household including nonrelated individuals, calculated using the methods to calculate income adopted by HCD in accordance with the Homekey Program.

(d) "Area Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Mono, California as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the CDC shall provide

other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(e) "At Risk of Homelessness Household" means a household that is at risk of homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation.

(f) "Eligible Household" means Homeless Households or At Risk of Homeless Households whose Adjusted Income does not exceed 80% of Area Median Income and which are referred to the Owner based on a prioritization system based on the greatest need consistent with the Tenant Selection Plan developed in collaboration with the Eastern Sierra Continuum of Care.

(g) "Homeless Household" means housing for individuals and families who are experiencing homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation.

(h) "HUD" means the United States Department of Housing and Urban Development.

(i) "Permanent Housing" means housing, dwellings, or other living accommodations where the landlord does not limit the tenant's length of stay or restrict the tenant's movements and where the tenant has a lease and is subject to the rights and responsibilities of tenancy under California Civil Code Section 1940.

(j) "Tenant Selection Plan" means that certain Tenant Selection Plan approved by the Eastern Sierra Continuum of Care.

(k) "Term" means the term of this Agreement which commences as of the date of this Agreement, and unless sooner terminated pursuant to the terms of this Agreement, ends fifty-five (55) years later.

(l) "Unit" or "Doors" means one or all of the fifteen (15) units in the Development, excluding the manager's unit.

ARTICLE 2. AFFORDABILITY AND OCCUPANCY COVENANTS

Section 2.1 Occupancy Requirements.

(a) During the Term, Owner shall provide fifteen (15) doors at the Development that will be occupied by, or, if vacant, available for occupancy by Eligible Households. The Development shall include thirteen (13) studio units and two (2) one-bedroom units. During the Term, two (2) studio units shall be made available for occupancy to Eligible Households that qualify as 30% AMI Households, the balance of the units shall be made available to Eligible Households based on the greatest need consistent with the Tenant Selection Plan.

(b) At all times during the Term, the Owner shall have the ability to select Eligible Households that are able to pay affordable rents sufficient to maintain the long-term financial feasibility of the Development consistent with the Tenant Selection Plan and the Financing Plan for the Development.

Section 2.2 Accessibility. Owner, or its agent(s), shall operate the Development at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of the Standard Agreement.

ARTICLE 3. OPERATION OF THE DEVELOPMENT

Section 3.1 Residential Use; Compliance with Standard Agreement.

Owner shall operate the Development as Permanent Housing, and in accordance with the terms and conditions of this Agreement and the Standard Agreement.

Section 3.2 Covenants to Run with the Land.

The Town and Owner hereby declare its express intent that the provisions this Agreement shall run with the land and shall bind all successors in title to the Development utilized to provide the fifteen (15) doors; provided, however, that on the expiration of the Term, said covenants and restrictions expire. Notwithstanding anything to the contrary herein, Owner shall be allowed to revise the number of doors required to be provided under this Agreement, so long as Owner uses the Property to meet the needs of persons or families of low or moderate income, as defined in Health and Safety Code section 50093, or successor section.

Section 3.3 Enforcement by the Town.

The Town shall retain the right to enforce this Agreement following any transfer of the Development by Owner. If Owner's successor in ownership (either in whole or in part) fails to cure the default within thirty (30) days after the Town provided notice in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, the Town shall have the right to enforce this Agreement by any remedy provided by law.

Section 3.4 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717, or successor section, and any judicial decisions interpreting that statute.

Section 3.5 Nondiscrimination.

(a) There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, source of income (e.g., SSI), disability, ancestry, age, or military and veteran status, in the leasing, subleasing, transferring,

use, occupancy, tenure, or enjoyment of any Unit nor shall Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of residents, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit. Owner shall, to the extent applicable, comply with Executive Orders 11246, 11375, 11625, 12138, 12431, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. All deeds, leases or contracts made or entered into by Owner as to the Units or the Development or portion thereof, shall contain covenants concerning discrimination as prescribed by the Disposition Agreement. Notwithstanding anything to the contrary, with respect to familial status, the above should not be construed to apply to housing for older persons as defined in Section 12955.9 of the Government Code and other applicable sections of the Civil Code as identified in Health and Safety Code Section 33050(b).

(b) Owner shall cause the Development to be operated at all times in compliance with all applicable provisions of: (i) the Unruh Act, including but not limited to California Civil Code Sections 51.2, 51.3 and 51.4 which relate to the requirements for lawful senior housing; (ii) the California Fair Employment and Housing Act, Government Code Section 12900 *et seq.*, which relates to lawful senior housing; (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, 42 U.S.C. Section 3607(b) and 24 CFR 100.304, which relate to lawful senior housing; (v) the Americans With Disabilities Act of 1990, which relate to disabled persons access; and (vi) any other applicable law or regulation. The provisions of this subsection will survive expiration of the Term or other termination of this Regulatory Agreement and remain in full force and effect.

(c) Owner shall not discriminate against any applicants for tenancy or program participation on the basis of source of income or rent payment (for example, without limitation, Temporary Assistance for Needy Families (TANF) or Section 8).

Section 3.6 Notice of Expiration. Prior to the expiration of the Term, Owner shall provide by first-class mail, postage prepaid, a notice to all Residents containing the information and meeting the requirements set forth in California Government Code Sections 65863.10 and 65863.11, as such may be amended from time to time.

Section 3.7 Enforcement by the Town. If the Owner fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the Town provided notice in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, the Town shall have the right to enforce this Agreement by any remedy provided by law; including but not limited to an action at law or equity to compel Owner's performance of its obligations hereunder, and/or for damages

ARTICLE 4.
MISCELLANEOUS

Section 4.1 Governing Law.

This Agreement is governed by the laws of the State of California.

Section 4.2 Waiver of Requirements.

Any of the requirements of this Agreement may be expressly waived by the Town in writing, but no waiver by the Town of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

Section 4.3 Recording and Filing.

The Town and Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the Official Records of the County of Mono.

Section 4.4 Amendments.

This Agreement may be amended only by a written instrument executed by the Parties hereto or their successors in title that is duly recorded in the Official Records of the County of Mono.

Section 4.5 Notices.

Formal notices, demands, and communications between the Parties delivered under this Agreement shall be in writing and be deemed received on the delivery or refusal date shown on the delivery receipt if (i) personally delivered by a commercial service which furnishes signed receipts of delivery; or (ii) mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

The Town: Town Mammoth Lakes
437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546
Attn: Daniel C. Holler, Town Manager

Owner: Innsbruck Lodge Affordable Housing, LLC
Mammoth Lakes Housing, Inc.
P.O. Box 1609
Mammoth Lakes, CA 93526
Attn: Patricia Robertson, Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 4.6 Subordination.

This Agreement shall be recorded in first lien position and shall not be subordinated to any lien or encumbrance proposed to be recorded against the Property.

Section 4.7 Assignment. The Town may assign their rights and obligations under this Agreement to any instrumentality of the Town or other public entity.

Section 4.8 No Claims. Nothing contained in this Agreement shall create or justify any claim against the Town by any person that Owner may have employed or with whom Owner may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Development.

Section 4.9 Third Party Beneficiaries. The parties acknowledge and agree that the Department of Housing and Community Development is an express third party beneficiary of the affordability restrictions set forth herein and shall be entitled to enforce the affordability restrictions set forth herein solely through an action for specific performance, as if HCD was a party herein. The Department has made the Grant in reliance on this Agreement, and that the Department has a direct right of enforcement against the Owner in the event of the Owner's breach, default, or other non-compliance under this Agreement, which right is exercisable in the Department's sole and absolute discretion. There shall be no other third-party beneficiaries to this Agreement.

Section 4.10 Term. The provisions of this Agreement shall apply to the Development for the entire Term.

Section 4.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement will not be any way affected or impaired thereby.

Section 4.12 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original and may be signed in counterparts.

Section 4.13 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and no modification hereof shall be binding unless done in accordance with Section 4.4 of this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the Town and Owner have executed this Agreement by duly authorized representatives, all on the date first written above.

INNSBRUCK LODGE AFFORDABLE HOUSING, LLC, a California limited liability company

By: MAMMOTH LAKES HOUSING, INC., a California nonprofit public benefit corporation, its sole and managing member

By: _____
Patricia Robertson, Executive Director

Date: _____

THE TOWN OF MAMMOTH LAKES, political subdivision of the State of California

By: _____
Daniel C. Holler, Town Manager

Date: _____

ATTEST:

Jamie Gray, Town Clerk

APPROVED AS TO FORM:
Andrew Morris, Town Attorney

By: _____

[Signature Page Follows; All signatures must be notarized.]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Name : Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 36-51 IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 106 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: CAO

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Interim County
Administrative Officer

SUBJECT One-Time Funding Guidelines

AGENDA DESCRIPTION:

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

Presentation by Mary Booher regarding guidelines for the use of one-time funds received by the County.

RECOMMENDED ACTION:

Approve guidelines regarding the use of one-time funds received by the County. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Mary Booher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
one-time funds staff report
one-time funds guidelines

History

Time	Who	Approval
4/11/2023 4:44 AM	County Counsel	Yes
4/11/2023 5:49 PM	Finance	Yes
4/12/2023 4:29 PM	County Administrative Office	Yes



April 1, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Acting County Administrator

RE: Adoption of Guidelines for the use of one-time funds

BOARD OF SUPERVISORS

CHAIR
Rhonda Duggan / District 2

VICE CHAIR
John Peters / District 4

Bob Gardner / District 3
Lynda Salcido / District 5
Jennifer Kreitz / District 1

COUNTY DEPARTMENTS

ASSESSOR
Hon. Barry Beck

DISTRICT ATTORNEY
Hon. David Anderson

SHERIFF / CORONER
Hon. Ingrid Braun

ANIMAL SERVICES
Chris Mokracek (Interim)

BEHAVIORAL HEALTH
Robin Roberts

COMMUNITY DEVELOPMENT
Wendy Sugimura

COUNTY CLERK-RECORDER
Scheereen Dedman

COUNTY COUNSEL
Stacey Simon, Esq.

ECONOMIC DEVELOPMENT
Jeff Simpson

EMERGENCY MEDICAL
SERVICES
Bryan Bullock

FINANCE
Janet Dutcher
CPA, CGFM, MPA

INFORMATION
TECHNOLOGY
Milan Salva (Interim)

PROBATION
Karin Humiston

PUBLIC HEALTH
Kathy Peterson (Interim)

PUBLIC WORKS
Paul Roten

SOCIAL SERVICES
Kathy Peterson

Strategic Plan Focus Areas Met

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

Almost every year, after the budget has been adopted and the accounting for the prior year has been closed, there is year-end fund balance in the General Fund to be allocated. Additionally, the County may receive additional unanticipated resources from time to time. The proposed guidelines would provide a framework to allocate one-time funds in a manner consistent with the County's budget policy, while ensuring the long-term provision of the critical services the County provides.

The recommended guidelines establish maintaining the General Reserve and Fiscal Stabilization funds as the highest priority at the policy level, which is a combined 25% of annual General Fund expenditures. This is critical to provide the ability to continue services during economic downturns. Since this is based on annual expenditures, the policy level will fluctuate from year to year.

Once these priority funds are fully funded, the guidelines split the remaining funds into 4 different categories.

Long-term Liabilities (5%): This includes the Pension Stabilization fund, a fund to pre-fund sick and vacation payouts upon employee termination (currently being charged to the annual operating budgets), future debt service, or other anticipated long-term liabilities, which would have a negative impact on future service delivery if not addressed in a pro-active manner.

Deferred Maintenance and Capital Replacement (35%): Most of the County-owned facilities are older facilities with significant deferred maintenance needs. In addition, during the recent winter storm, snow removal efforts were significantly hampered by equipment break-downs. This fund would be a sinking fund to address these needs both now and in the future.

Strategic Initiatives (35%): This fund would provide the Board with a source of funds to address the highest priorities as identified in the Strategic Plan. This

could include housing, environmental sustainability (including compliance with the California Air Resources Board requirements), and other initiatives.

New Capital Improvement Projects (25%): This fund could be used to support new facility development, as well as provide initial operating costs associated with new facilities, to ensure preventative maintenance happens on an on-going basis, to prevent increasing the deferred maintenance needs.

If the Board adopts the proposed guidelines today, staff will use these guidelines to develop recommendations for the May Budget Workshops.

MONO COUNTY ONE-TIME FUND ALLOCATION GUIDELINES

BACKGROUND

Mono County's Budget Policy establishes overall goals and direction for the allocation of resources. Throughout the year, the County may have one-time funds to be allocated, and these guidelines are designed to assist the Board in meeting their overall goals in a manner consistent with the Budget Policy when allocating additional general-purpose revenue. These guidelines are a recommendation, and are not intended to limit the Board's authority.

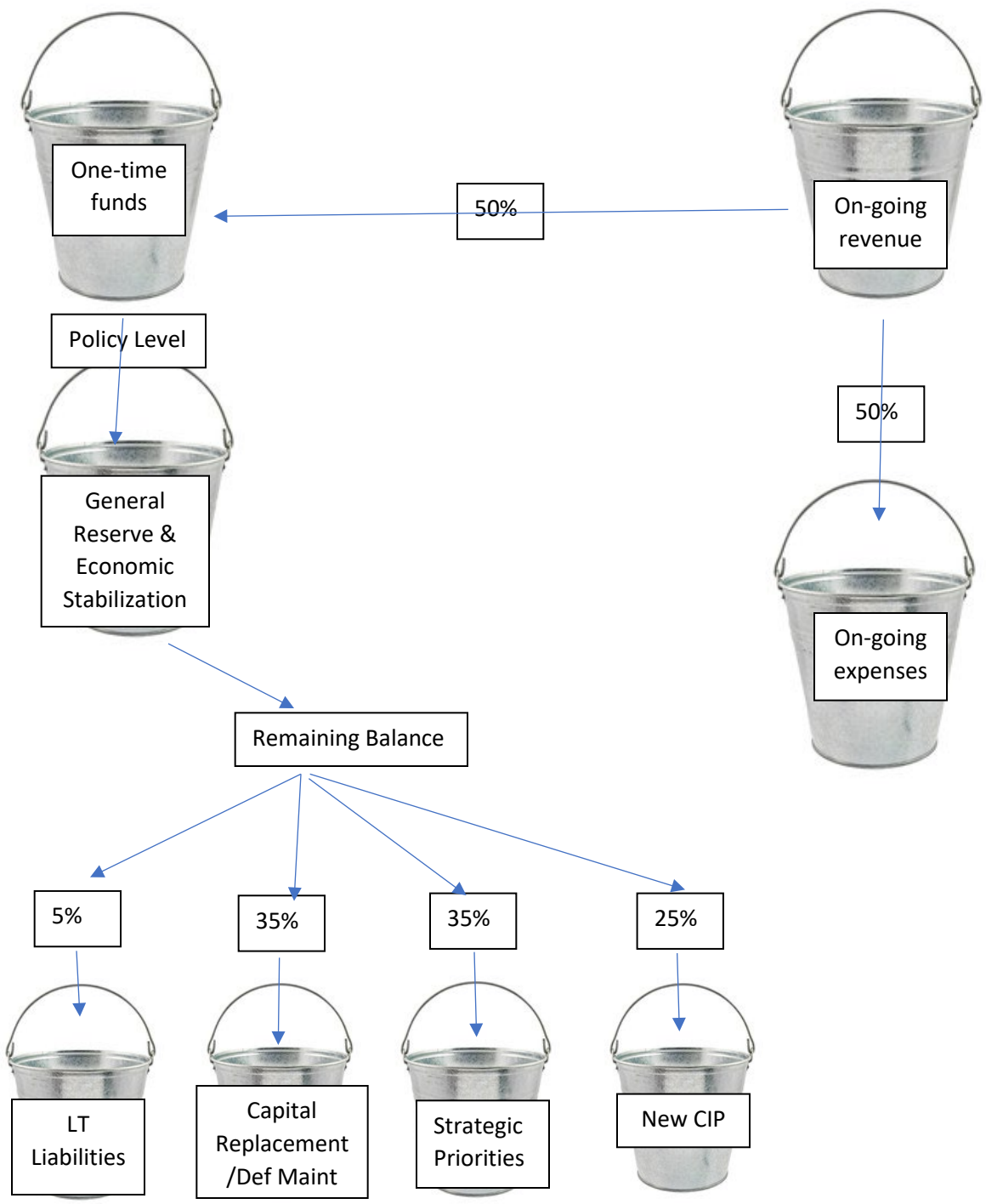
POLICY

1. ONE-TIME VS ONGOING RESOURCES:

- A. When the County receives additional resources, staff shall determine if the resource is considered one-time or ongoing.
- B. If the source of additional resources is year-end general fund balance, the following items may be considered on-going resources:
 - i. Increases in Secured Property Taxes.
 - ii. Savings in salaries and benefits.
 - iii. Savings in services and supplies.
- C. No more than 50% of year-end general fund balance that is considered on-going should be used for on-going expenses. The remainder (at least 50%) should be considered one-time resources.

2. PRIORITY FOR ONE-TIME GENERAL-PURPOSE RESOURCES:

- A. The first priority for any additional one-time general purpose resources shall be to fund the General Reserve and the Economic Stabilization funds to a combined policy level of 25%.
- B. Any additional general purposes resources shall be split as follows:
 - i. 5% to address Long-term Liabilities (including pre-funding for pension liabilities, paid leave liabilities, and other future liabilities identified by staff.
 - ii. 35% for Deferred Maintenance and Capital Replacement. This will be a sinking fund used to meet the needs in this category to support and maintain the county's current assets.
 - iii. 35% to meet the County's Strategic Priorities, as identified in the current Strategic Plan.
 - iv. 25% to fund new Capital Improvement projects.





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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

Departments: Emergency Management

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Chris Mokracek, Director of
Emergency Management

SUBJECT Winter Storm Update

AGENDA DESCRIPTION:

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

Presentation by Chris Mokracek providing an update on the impacts of and response to the winter storms impacting Mono County in 2023.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Chris Mokracek

PHONE/EMAIL: 760-932-4632 / cmokracek@mono.ca.gov

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
4/13/2023 8:48 AM	County Counsel	Yes
4/13/2023 8:54 AM	Finance	Yes
4/13/2023 9:02 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
4/11/2023 4:16 AM	County Counsel	Yes
4/3/2023 4:59 PM	Finance	Yes
4/11/2023 7:45 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

TIME REQUIRED

SUBJECT Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

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
4/11/2023 4:17 AM	County Counsel	Yes
3/22/2023 12:35 PM	Finance	Yes
4/11/2023 7:54 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 18, 2023

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Titles: (1) Interim County Administrative Officer; and (2) County Counsel.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time	Who	Approval
4/11/2023 4:17 AM	County Counsel	Yes
4/3/2023 4:59 PM	Finance	Yes
4/11/2023 7:54 AM	County Administrative Office	Yes