



# **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**

### **November 21, 2023**

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#### **TELECONFERENCE INFORMATION**

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

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, 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. Teleconference Location - 726 Ouray Ave., Grand Junction, CO, 81501
4. 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/83397890701> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 833 9789 0701.

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 833 9789 0701

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](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](mailto:bos@mono.ca.gov). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. RECOGNITIONS**

**A. Proclamation Designating the Month of November 2023 as Native American Heritage Month**

Departments: Board of Supervisors

10 minutes

(Sandra Moberly, County Administrative Officer, and Supervisor Bob Gardner) - Proclamation recognizing November 2023 as Native American Heritage Month and consideration of inclusion of a land acknowledgement subject to review by the Board and local tribal members.

**Recommended Action:** Approve the proclamation recognizing November 2023 as Native American Heritage Month provide staff direction to work with the local tribes to finalize a land acknowledgment for inclusion on future Board agendas. Provide any desired direction to staff.

**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 September 2023, regular meetings.

**Recommended Action:** 1. Approve the Board minutes from the September 5, 2023, regular meeting. 2. Approve the Board minutes from the September 12, 2023, regular meeting.

**Fiscal Impact:** None.

**B. Termination of Emergency Declarations - 2022/23 Winter Storms**

Departments: Emergency Management

Termination of local declarations of emergency related to 2023 severe winter storms proclaimed on January 10 and February 28, by the Mono County Emergency Services Director and ratified by the Board of Supervisors on January 17, and March 7, respectively (last review date: October 3, 2023).

**Recommended Action:** Terminate the local declarations of emergency ratified on January 17 and March 7, 2023, related to severe winter storms.

**Fiscal Impact:** Although the termination ends eligibility for Federal Emergency Management Agency (FEMA) reimbursement for emergency protective measures, the fiscal impact is estimated at none because these activities have been completed.

**C. Appointment to the Wheeler Crest Design Review Committee**

Departments: Community Development

Consider appointing Meredith Frolio as a new member to the Wheeler Crest Design Review Committee.

**Recommended Action:** Appoint Meredith Frolio to a two-year term expiring 11/30/25 on the Wheeler Crest Design Review Committee.

**Fiscal Impact:** None.

**D. County Surveyor Appointment and Contract for Services**

Departments: Public Works

Proposed contract with Lumos & Associates pertaining to County Surveyor. Assignment of Richard Byrem as County Surveyor.

**Recommended Action:** 1. Approve and sign a contract with Lumos & Associates for County Surveyor services for the period July 1, 2023, through

June 30, 2026, and a not-to-exceed amount of \$225,000, and not to exceed \$75,000 in any twelve-month period. 2. Appoint Richard Byrem, PLS 9129, employed by Lumos & Associates, as County Surveyor.

**Fiscal Impact:** The contract limit for this agreement is \$75,000 per year. However, charges for County Surveyor services and work are generally passed through to project proponents and applicants as applicable project fees.

**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. Wildfire Mitigation Coordinator Update**

Departments: Emergency Management

20 minutes

(Wendilyn Grasseschi, Wildfire Mitigation Coordinator) - Presentation by Wendilyn Grasseschi, Mono County Wildfire Mitigation Coordinator regarding an update on Wildfire Mitigation projects throughout Mono County.

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

**Fiscal Impact:** None.

**B. California Interoperable Radio System (CRIS) Service Agreement and Site Licenses/Lease**

Departments: Emergency Management

20 minutes

(Chris Mokracek, Director of Emergency Management) - Service Agreement with the California Office of Emergency Services, Public Safety Communications (CalOES/PSC) for CRIS Trunked Radio Service. Site lease/licenses with Mammoth Mountain Ski Area, June Mountain Ski Area, Antelope Valley Fire Protection District and Mammoth Lakes Fire Protection District pertaining to location of CRIS infrastructure on facilities owned by those entities.

**Recommended Action:** 1. Approve and authorize Chair to sign Service Contract with CalOES/PSC for CRIS Trunked Radio Service for the period September 12, 2023, through June 30, 2029, with automatic 5-year renewals thereafter unless canceled upon 180-days' notice. The contract cost is \$26 per primary CRIS subscriber per month, with offsets and reimbursement described under fiscal impact below. 2. Approve and authorize Chair to sign, site license agreements with: Mammoth Mountain Ski Area for space on Mammoth Mountain and June Mountain; Mammoth Lakes Fire Protection District for space at Station #1; and site lease with Antelope Valley Fire Protection District for space at its station on Larson Lane in Coleville, for the installation of CRIS system infrastructure.



Licenses/Lease are for an initial term of ten-years, with two additional five-year terms, and a cost of \$10.00 per term, plus the amount of any increase in underlying permit fees from the Forest Service for the added land use on MMSA or June Mountain sites. Each lease/license includes a provision to sub-lease/license of each site to CalOES/PSC, which would also be approved by this action. Provide authority to staff to make minor changes to the proposed agreements and exhibits as needed, provided that the changes do not materially affect agreement terms and conditions and are approved as to form by County Counsel.

**Fiscal Impact:** No fiscal impact for the first year of operations because fees are waived. Fees in subsequent years are estimated at \$89,856, after 50% offset and reimbursements from the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection District. These costs are estimated as of today. User fees per month and per unit and the number of units may increase subsequent to execution of the subscriber agreement resulting in higher costs.

**C. Letter from United States Postal Service (USPS) regarding Bridgeport Post Office**

Departments: County Administrative Office  
20 minutes

(Sandra Moberly, County Administrative Officer) - Discussion on the letter from United States Postal Service (USPS) regarding Bridgeport Post Office.

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

**Fiscal Impact:** None.

**D. Chapter 8 Tax Sale**

Departments: Finance  
10 minutes

(Janet Dutcher, Director of Finance) - Purchase Agreement and Resolution authorizing the purchase and sale of tax defaulted property: 350 Mule Deer Road, Walker CA 93517 (APN 002-370-001-000).

**Recommended Action:** 1. Adopt Resolution authorizing the Purchase and sale of tax defaulted property and finding that the purchase is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15301 (Class 1 - Existing Facilities), 15302 (Class 2 - Replacement or Reconstruction), and 15303 (Class 3 - New Construction or Conversion of Small Structures). 2. Approve Purchase Agreement for tax defaulted property.

**Fiscal Impact:** Purchase price \$9,410 plus any other costs of sale as reasonably calculated by the Tax Collector.

**E. Purchase of Property Located at 34 Kirkwood, Bridgeport, CA**

Departments: County Counsel

10 minutes

(Chris Beck, Assistant County Counsel) - Proposed agreement and resolution authorizing the purchase of the property located at 34 Kirkwood Street, Bridgeport, CA 93546.

**Recommended Action:** 1. Adopt proposed resolution and finding that the purchase is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption) and CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures). 2. Approve Purchase Agreement.

**Fiscal Impact:** Purchase price of \$45,000, with funds available in the Affordable Housing fund.

**F. Creation of Smoke-free Multi Unit Housing Ad Hoc Committee**

Departments: Health and Human Services

15 minutes

(Lauren Kemmeter, Community Health Program Coordinator II and Kathryn Peterson, Health, and Human Services Director) - The formation of a Board of Supervisors Ad Hoc Committee is requested to provide staff direction to help shape a draft smoke-free multi-unit housing ordinance to be brought back to the Board for consideration. Policy maker input is essential to ensure that a smoke-free multi-unit housing policy is well-crafted, legally sound, and aligned with the interests and needs of the Mono County community.

**Recommended Action:** Appoint two members to a Board of Supervisors Ad Hoc Smoke-free Multi Unit Housing Committee to help shape a proposed ordinance to be brought back to the full Board for consideration.

**Fiscal Impact:** None.

**G. Terms and Conditions of Employment and Job Descriptions - Health and Human Services**

Departments: Health and Human Services

10 minutes

(Kathryn Peterson, Health and Human Services Director) - Board approval of four new at will position descriptions within the Health and Human Services (HHS) Department (Adult Services Manager; Program Manager-Eligibility; Health Program Manager; and Children's Services Manager), and approval of terms and conditions of employment reclassifying existing employees Francisca Avitia as at will Program Manager-Eligibility; Marjoree Neer as at will Health Program Manager; and, Michelle Raust as at will Children's Services Manager.

**Recommended Action:** 1. Approve the following position descriptions: at will

Adult Services Manager; at will Program Manager-Eligibility; at will Health Program Manager; and at will Children's Services Manager; and 2. Announce fiscal impact and adopt proposed Resolution Approving Agreements Regarding Terms and Conditions of Employment for 1. Francisca Avitia as Program Manager-Eligibility, an at will position, at Range 14 Step E; 2. Marjorie Neer as Health Program Manager, an at will position, at Range 14 Step E; and 3. Michelle Raust as Children's Services Manager, an at will position, at Range 14 Step E.

**Fiscal Impact:** The cost of these positions for the remainder of the fiscal year 2023-24 is \$467,278, of which \$311,812 is salary and \$155,466 is benefits. If this item is approved, the annual cost will be \$714,661, of which \$476,890 is salary and \$237,771 is benefits. The fiscal impact of this item is included in the Health and Human Services Fiscal Year 2023-24 adopted budget.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, Jay Sloane, Christine Bouchard, 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 - Real Property Negotiation**

Closed Session – Real Property Negotiation – CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Garth Moore and Mono County. Under Negotiation: Price, terms, and conditions.

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

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

**9. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 2023

**Departments: Board of Supervisors**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer, and Supervisor  
Bob Gardner

**SUBJECT** Proclamation Designating the Month  
of November 2023 as Native  
American Heritage Month

**AGENDA DESCRIPTION:**

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

Proclamation recognizing November 2023 as Native American Heritage Month and consideration of inclusion of a land acknowledgement subject to review by the Board and local tribal members.

**RECOMMENDED ACTION:**

Approve the proclamation recognizing November 2023 as Native American Heritage Month provide staff direction to work with the local tribes to finalize a land acknowledgment for inclusion on future Board agendas. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Sandra Moberly

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
11/13/2023 4:32 PM	County Counsel	Yes

11/13/2023 12:15 PM

Finance

Yes

11/14/2023 6:01 PM

County Administrative Office

Yes



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

**BOARD OF SUPERVISORS**

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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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**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. David Anderson

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Chris Mokracek "Interim"

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Queenie Barnard

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Jeff Simpson

**EMERGENCY MEDICAL SERVICES**

Bryan Bullock

**FINANCE**

Janet Dutcher

CPA, CGFM, MPA

**HEALTH AND HUMAN SERVICES**

Kathryn Peterson

**INFORMATION TECHNOLOGY**

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

To: Mono County Board of Supervisors

From: Sandra Moberly, Mono County Administrative Officer

Date: November 21, 2023

Re: Proclamation for Native American Heritage Month and  
Consideration of Draft Land Acknowledgement

**Discussion**

November is Native American Heritage Month which is observed both at a State and Federal level. Staff has prepared a proclamation to allow the Board to recognize Native American Heritage Month and Mono County's close relationship with the tribes in our area. As a part of this discussion, staff would like to provide the Board with an opportunity to consider directing staff to work with the local tribes to craft a land acknowledgment that could be included on Board agendas. The following land acknowledgment is used for the Eastern Sierra Sustainable Recreation Partnership and could be a starting point for working with the local tribes to obtain support.

*Public lands in the United States hold the creation stories, burial grounds, and ceremonies of Indigenous people who were killed or forcibly removed from their ancestral homes during territorial acquisition. Many tribes, comprised of different bands, live in the Eastern Sierra region, caring for their native lands as they coexist with the ongoing impacts of colonization. Past or present tribes and bands associated with the region that this effort is aware of include, but are not limited to, the Miwok, Mono Lake Kutzadika'a, Mono/Monache, Nüümü (Paiute), Newe (Shoshone), Timbi-Sha, Utu Utu Gwaitu Paiute, and Washoe. Two Nüümü terms describe the region and provide important context to ideas offered in this presentation. The first is Pamidu Toiyabe (Western Mountains), and the other, more widely known, place name is Payahuunadii (The Place Where Water Flows). This acknowledgement is an invitation to all organizations, residents, and visitors to recognize the way this history has shaped the present as all parties work together in anticipation of a better future.*

**Recommendation**

Staff recommends that the Board adopt the attached proclamation and provide staff direction to work with the local tribes to finalize a land acknowledgment for inclusion on future Board agendas.



**MONO COUNTY BOARD OF SUPERVISORS  
PROCLAMATION RECOGNIZING NOVEMBER AS  
NATIVE AMERICAN HERITAGE MONTH**

**WHEREAS**, California is home to one of the largest and most diverse populations of Native American People in the United States; and

**WHEREAS**, for thousands of years, what is now Mono County has been the homeland of the Nüümü (Paiute), Newe (Shoshone), Waší-šiw (Washoe) People; and

**WHEREAS**, presently the County acknowledges the tribal governments of the Bridgeport Indian Colony, Mono Lake Kutzadika’a, and Utu Utu Gwaitu Paiute Tribe; and

**WHEREAS**, the County of Mono is honored to celebrate and proclaim November as Native American Heritage Month; and

**WHEREAS**, the County honors the storied legacy of Native American people in our community by celebrating the rich cultures, histories, sacred heritage, and important contributions of our nation’s First People; and

**WHEREAS**, the month serves as an opportune time to educate the public about tribes and to increase general awareness about the unique challenges Native American People have faced both historically and in the present; and

**WHEREAS**, the County seeks to take tangible actions to show and sustain respect for the tribes in the County by meeting with Tribal Councils to build strong, healthy relationships with continuous opportunities; and

**WHEREAS**, the County seeks collaboration with the tribes to adopt a consensus for a land acknowledgment for the Board of Supervisors Agenda; and

**NOW, THEREFORE, BE IT PROCLAIMED**, the Mono County Board of Supervisors hereby declares November as Native American Heritage Month and, by doing so, pays tribute and respect to the rich culture and diversity, land stewardship, and inhabitants of our Native American People who reside in the County of Mono.

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of November 2023, by the Mono County Board of Supervisors.

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**Jennifer Kreitz, Supervisor District #1**

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**Rhonda Duggan, Supervisor District #2**

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**Bob Gardner, Supervisor District #3**

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**John Peters, Supervisor District #4**

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**Stacy Corless, Supervisor District #5**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 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 September 2023, regular meetings.

**RECOMMENDED ACTION:**

1. Approve the Board minutes from the September 5, 2023, regular meeting. 2. Approve the Board minutes from the September 12, 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
<input type="checkbox"/> <a href="#">September 5, 2023 DRAFT Meeting Minutes</a>
<input type="checkbox"/> <a href="#">September 12, 2023 DRAFT Meeting Minutes</a>

**History**

Time	Who	Approval
11/16/2023 3:14 PM	County Counsel	Yes
11/2/2023 8:14 AM	Finance	Yes



11/16/2023 4:58 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  
September 5, 2023**

**Backup Recording**

**Minute Orders**

**Resolutions**

**Ordinance**

**Zoom**

**M23-196 – M23-214**

**R23-069 - R23-076**

**ORD23-005 Used**

9:01 AM Meeting called to order by Chair Duggan.

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

*Supervisors Absent: None.*

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 Peters.

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

No one spoke.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

**Sandra Moberly, County Administrative Officer:**

- Starting to tour the County buildings, introduce herself to staff, and will start attending the RPAC meetings. Thanked everyone for a warm welcome to Mono County.

**4. DEPARTMENT/COMMISSION REPORTS**

**Note:**

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

**Stacey Simon, County Counsel:**

- Update on two items of Litigation:
  1. Abshire v. Newsom. The case involved Mono County, the Town of Mammoth Lakes, and the State of California brought by some small business owners in Mammoth challenging some of the COVID restrictions. The District and Circuit courts ruled in favor of the County/Town and State and the time for appeal to the U.S. Supreme Court has now passed.
  2. KORE Mining exploratory mining has been temporarily halted by the 9<sup>th</sup> circuit due to an urgent order halting the exploratory mining and reversing the District Courts findings.

**Wendy Sugimura, Community Development Director:**

- Update on the Sage Grouse conservation efforts.
- 8/3 meeting with LADWP on their adaptive plan for Sage Grouse conservation efforts in Long Valley area.
- 8/8 Brent Callaway attended the Local Area Working Group meeting for the County.
- Update on wildlife crossing site visit on Highway 395.
- Update on Planning Commission meeting.
- Update on the Directory Review Permits.

**5. CONSENT AGENDA**

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

**A. Monthly Treasury Transaction Report**

Departments: Finance

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

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

**Gardner moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-196**

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

Departments: First 5 Mono, Mono County Office of Education

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

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

**Note:**

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

substance abuse prevention and treatment services." As amended.

**Gardner moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-197**

**Stacey Simon, County Counsel:**

- Clarified the role of Ms. Plum, she will be responsible for one function of the listed areas (not all).

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

Departments: Behavioral Health

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

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

**Gardner moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-198**

**D. Eastern Sierra Sustainable Recreation Partnership**

Departments: Public Works - Recreation

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

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

**Gardner moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-199**

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

Departments: County Administrative Office

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

**Note:**

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

Office

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

**Gardner moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-200**

## 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.

*Break: 9:17 AM*

*Reconvened: 9:55 AM*

## 7. REGULAR AGENDA - MORNING

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

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

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

**Action:** 1. Adopted Resolution R23-069, Authorizing the Eastern Sierra Council of Governments to submit an application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**R23-069**

**Action:** 2. Executed a Letter of Support as a grant Co-Applicant for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-201**

Elaine Kabala, Eastern Sierra Council of Governments (ESCOG) Executive Director:

**Note:**

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

- Presented item.

**Andrew Besold, Eastern Sierra Council of Governments (ESCOG):**

- Discussed challenges and disadvantaged communities.

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

Departments: County Administrative Office

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

**Action:** Announced Fiscal Impact. Adopted Resolution R23-070, Approving a contract with Christine Bouchard as Assistant County Administrative Officer, and prescribing the compensation, appointment, and conditions of said employment.

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

**Gardner moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**R23-070**

**Action:** Authorized the Board Chair to execute said contract on behalf of the County.

**Gardner moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-202**

**Sandra Moberly, County Administrative Officer:**

- Presented item.

**Stacey Simon, County Counsel:**

- Clarifies the change in employment agreements to more accurately aligned with the County Code: clarified the difference between appointment and Board approval of agreements.

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

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Proposed resolution prescribing and approving the terms and conditions of employment for Michael

**Note:**

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

Martinez as Information Technology Director.

**Action:** Announced Fiscal Impact. Adopted Resolution R23-071, Approving terms and conditions of employment for Michael Martinez as Information Technology Director.

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

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**R23-071**

**Action:** Authorized the Board Chair to execute said contract on behalf of the County.

**Kreitz moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-203**

**Sandra Moberly, County Administrative Officer:**

- Presented item.

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

Departments: District Attorney

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

**Action:** Announced Fiscal Impact. Approved Resolution R23-072, Approving a contract with Brad Braaten as Deputy District Attorney III, and prescribing the compensation, appointment, and conditions of said employment.

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

**Salcido moved; Kreitz seconded**

**Vote: 5 Yes, 0 No**

**R23-072**

**Action:** Authorized the Board Chair to execute said contract on behalf of the County.

**Salcido moved; Kreitz seconded**

**Vote: 5 Yes, 0 No**

**Note:**

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

### **M23-204**

**David Anderson, District Attorney:**

- Presented item.

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

Departments: Public Works - Facilities

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

**Action:** Announced Fiscal Impact. Approved proposed Resolution R23-073, Approving a contract with Karyn Spears as Parks and Facilities, and prescribing the compensation, appointment, and conditions of said employment.

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

**Peters moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

### **R23-073**

**Action:** Authorized the Board Chair to execute said contract on behalf of the County.

**Peters moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

### **M23-205**

**Paul Roten, Public Works Director:**

- Presented item.

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

Departments: County Administrative Office

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

**Action:** Adopted Resolution R23-074, Approving a revised employment agreement with Megan Chapman as Budget Officer, and prescribing the compensation, appointment, and conditions of said employment.

**Fiscal Impact:** No changes to the fiscal impact of the existing contract. The change reduces certain non-cash benefits included in the previous agreement.

**Note:**

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



**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**R23-074**

**Action:** Authorized the Board Chair to execute said contract on behalf of the County.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**M23-206**

**Sandra Moberly, County Administrative Officer:**

- Presented item.

**Stacey Simon, County Counsel:**

- Clarifies the change will be the “new terms and conditions” for at will employees.

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

Departments: County Administrative Office

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

**Action:** Announced Fiscal Impact. Adopted Resolution R23-075, Approving amendment to employment agreement of Jacob Sloane as Risk Manager to memorialize his appointment as Interim Chief People Officer.

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

**Gardner moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**R23-075**

**Action:** Authorized the Board Chair to execute said contract on behalf of the County.

**Gardner moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-207**

**Sandra Moberly, County Administrative Officer:**

- Presented item.

**Stacey Simon, County Counsel:**

- Clarifies that Mr. Sloane does work remotely, but that the County has been unable to

**Note:**

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recruit a person to fill the position to work within Mono County.

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

Departments: County Administrative Office

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

**Action:** Announced Fiscal Impact. Adopted Resolution R23-076, Approving amendment to contract with Gail DuBlanc as Human Resources Generalist.

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

**Kreitz moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**R23-076**

**Action:** Authorized the Board Chair to execute said contract on behalf of the County.

**Kreitz moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-208**

**Sandra Moberly, County Administrative Officer:**

- Presented item.

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

Departments: County Administrative Office

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

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

**Note:**

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**Salcido moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**M23-209**

**Sandra Moberly, County Administrative Officer:**

- Presented item.

**Stacey Simon, County Counsel:**

- Clarifies that it is the Board's decision to allow Mr. Braaten's to exit his Public Defender contract early and this item accomplishes that if approved.

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

Departments: County Administrative Office

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

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

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**M23-210**

**Stacey Simon, County Counsel:**

- Provided background and presented item.

**Public Comment:**

**Fred Stump, Fire District Representative:**

- Provided background and is in support of approving item.

**Ron Day, Long Valley Fire Commissioner:**

- In support of approving item.

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

Departments: County Administrative Office

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

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

**Salcido moved; Kreitz seconded**

**Note:**

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**Vote: 5 Yes, 0 No**  
**M23-211**

**Sandra Moberly, County Administrative Officer:**

- Presented item.

**Supervisors Peters and Kreitz:**

- Requested to add to the CC list; Representatives from State Legislator, Governor's Office, Assistant Governor's Office, CSAC, and RCRC.

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

Departments: County Counsel

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

**Action:** Introduced, read title, and waived further reading of proposed ordinance adding Mono County Code Section 3.04.035 and amending Mono County Code section 3.04.060.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**M23-212**

**Christopher Beck, Assistant County Counsel:**

- Presented item.

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

Departments: Public Works

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

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

**Peters moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-213**

**Paul Roten, Public Works Director:**

- Introduced item.

**Note:**

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**Chad Senior, Engineer:**

- Presented item.

**Stacey Simon, County Counsel:**

- Clarifies steps to finalize the completion of project.

*Break 11:04 AM*

*Reconvened: 11:11 AM*

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

Departments: Economic Development

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

**Action:** Received presentation, directed staff to submit a desired public comment letter to Yosemite National Park.

**Jeff Simpson, Economic Development Director:**

- Presented item.

**O. Department Update - County Counsel**

Departments: County Counsel

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

**Action:** None.

**Stacey Simon, County Counsel:**

- Presented item.

**Chris Beck, Assistant County Counsel:**

- Presented item.

**Jay Sloane, Risk Management:**

- Presented item.

Moved to item #7q.

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

Departments: Public Works

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

**Action:** None.

**Note:**

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**Paul Roten, Public Works Director:**

- Presented item.

Moved back to item #7o.

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

Departments: Public Works

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

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

**Peters moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-214**

**Paul Roten, Public Works Director:**

- Presented item.

Moved to Board Reports.

**8. CLOSED SESSION**

*Closed Session: 12:57 PM*

*Reconvened: 2:14 PM*

No action to report out of Closed Session.

Moved to Adjournment.

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

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

**B. Closed Session - Labor Negotiations**

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

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

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

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

## **9. BOARD MEMBER REPORTS**

### **Chair Duggan:**

- Attended the RCRC meeting
- 8/22 – Attended the CSA1 meeting

### **Supervisor Gardner:**

- On Thursday, August 17, I attended the Eastern Sierra Council of Governments regular meeting with Supervisor Salcido. Topics at that meeting included consideration of a CALTRANS grant opportunity which is on our agenda today, an update on the Community Economic Resiliency Fund (CERF) process, discussion of the ESCOG regional budget allocations, and an update about regional broadband progress.
- On Saturday, August 19 I participated in a tour of our Conway Ranch property organized by the Eastern Sierra Land Trust. We heard several presentations from various speakers about the benefits of grazing on the land, the history of the area, and the status of the sage grouse on the property.
- On Wednesday, August 23 I participated in the monthly meeting of the Mono Basin Fire Safe Council. Topics at that meeting included updates about work on fuel breaks around Mono City and planning for various resident opportunities to learn about fire prevention and defensible space programs.
- On Friday evening and Saturday August 25 and 26, I participated in the Mono Basin Historical Society's annual Ghosts of the Sagebrush event. The focus this year was on the history of the SCE Poole Plant up Lee Vining Canyon. We also heard an interesting presentation from "Lee Vining" at the dinner Friday night.
- On Sunday, August 27, I joined the many Mono Basin volunteers at their annual recognition dinner event. This group continues to help all over the Mono Basin in numerous ways, including leading tours, staffing the Mono Basin Visitor Center front desk, and other tasks.
- On Tuesday, August 29 I joined my Board colleagues and other County employees for the Mono County picnic at County Park. Thanks to our CAO and HR staff, plus so many others for organizing and supporting this great event. This was a wonderful opportunity to recognize our employees' years of service to the County.
- On Friday, Sept. 1, I met with Chair Charlotte Lange and other members of the Kutzadika Tribe and with Rep. Kevin Kiley to discuss progress on the Kutzadika Federal Recognition bill pending in Congress. Rep. Kiley agreed to check on the status of the bill in the House Indian and Trusts Subcommittee and to keep us informed.
- Finally, last night I participated in the monthly meeting of the Mono Basin Housing Committee. The Committee is finalizing details for their sponsoring of two public community housing meetings next week. The first is next Tuesday Sept. 12 in June Lake at 6:00 PM in the June Lake Community Center, and the second is next Wednesday, Sept. 13 in Lee Vining at 6:00 PM in the Lee Vining Community Center. The goal of these meetings is to provide residents in these communities with information

### **Note:**

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about housing opportunities and the status of ongoing improvement efforts. Various speakers will be at both meetings to make presentations and answer questions. These meetings are open to the public. Flyers as well as social media and other publicity is ongoing. All Board members are invited, and because this is a public event, all of us can attend and participate appropriately.

**Supervisor Kreitz:**

- August 16th – attended the regular meeting of the Community Corrections Partnership General Committee meeting. We reviewed the budget and discussed the continued work on sitting transitional housing on the site of the probation department in Bridgeport.
- August 17th – I attended the quarterly meeting of the Mono County Treasury Oversight Committee, which the monthly transaction report was on today's consent agenda. Later that day I sat in on the CERF – HRTC virtual meeting.

**Supervisor Peters:**

- 8/21 - Caltrans meeting regarding potential paving of the dirt road leading into Bodie.
- 8/23 – Met with the CDFW Regional Fisheries biologist.
- 8/25 – Attended the monthly WIR meeting.
- 8/25 – Met with the Wildlands Conservancy.
- 8/29 – Attended County BBQ.
- 8/29 - Met with BLM, went to Travertine to visit the work that has been getting done this summer.
- 8/30 – Attended the CSAC Board of Directors meeting (drove up the day before and met with the Chuck Bonham, (Director of Fish and Wildlife) and Chad Divel, (Deputy, Director of Fish and Wildlife) along with Supervisor Valenzuela for a yearly check in. Topic was bears.
- 8/30 – Met with the staff of Lieutenant Governor's Office
- 8/30 – Town Hall with Congressman Kiley put on by the Chambers of Antelope Valley.
- Caltrans meeting regarding highway 108
- Fundraisers – Fire Department, Fishing Mission, and Bridgeport School

**Supervisor Salcido:**

- August 17th, ESCOG - Consideration of applying for the Highways to Boulevards grant via Caltrans and participation of member agencies. Approved and will move onto approvals by members
- August 18th, Wildlife Crossing Site Visit - Toured various sites up and down 395 looking at proposed wildlife crossing sites.
- August 29<sup>th</sup> - attended County Picnic at Mono Lake Park
- August 30th - participated in the Congressman Kiley tour of Lakes Basin, Mammoth Mountain via gondola and driving tour of Parcel.

Moved to Closed Session.

**ADJOURNED at 2:15 PM.**

**ATTEST**

**Note:**

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**RHONDA DUGGAN  
CHAIR OF THE BOARD**

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**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  
September 12, 2023**

**Backup Recording**

**Minute Orders**

**Resolutions-**

**Ordinance**

**Zoom**

**M23-215 – M23- 221**

**R23-077 - R23-082**

**ORD23-006 Used**

9:03 AM Meeting called to order by Chair Duggan.

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

*Supervisors Absent: None.*

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 Peters.

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

**Aron Murillo, resident:**

- Discussed Notice of Complaints per Mono County Code - 04.020. Requesting an extension.

**Stacey Simon, County Counsel:**

- Provided information regarding the County's appeal process.

**Note:**

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**Wendy Sugimura, Community Development Director:**

- Provided staff information for Aron to reach out to in Community Development.

**2. RECOGNITIONS**

**A. Recognizing the 100th Anniversary of the Virginia Lakes Resort**

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Proclamation recognizing the 100th Anniversary of the Virginia Lakes Resort.

**Action:** Approved the proclamation recognizing the 100th Anniversary of the Virginia Lakes Resort.

**Peters moved; Salcido seconded**

**Vote: 5 Yes, 0 No**

**M23-215**

**Sandra Moberly, County Administrative Office:**

- Introduced item.

**Supervisor Peters:**

- Presented item.
- Read email from the owners.

**B. Recognition of Interim County Administrative Officer Mary Booher**

Departments: Clerk of the Board

(Sandra Moberly, County Administrative Officer) - A proclamation of the Mono County Board of Supervisors recognizing Interim County Administrative Officer Mary Booher.

**Action:** Approved the proclamation of the Mono County Board of Supervisors recognizing departing Interim County Administrative Officer Mary Booher.

**Salcido moved; Kreitz seconded**

**Vote: 5 Yes, 0 No**

**M23-216**

**Sandra Moberly, County Administrative Office:**

- Presented item.

**3. COUNTY ADMINISTRATIVE OFFICER**

**Sandra Moberly, County Administrative Officer:**

- Discussed the public comments and the attempts to resolve issue amicably: Regrading

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access to the backside of Crowley Lake.

**Supervisor Kreitz:**

- Requested an update on Yosemite.

#### **4. DEPARTMENT/COMMISSION REPORTS**

**Justin Nalder, Solid Waste Superintendent:**

- Update on current and upcoming grants.

**Supervisor Salcido:**

- Requested an update on signage (dump) off Highway 395.

**Wendy Sugimura, Community Development Director:**

- Update on illegal camping at County Community Centers.

**Paul Roten, Public Works Director:**

- Update on the ordinance for camping and will be addressing a new ordinance that will be enforceable.

**Supervisor Kreitz:**

- Requests update from the County and Town regarding a safe place parking area.

**Queenie Barnard, Registrar of Voters:**

- Special District Elections update for Groundwater Management District Board on 11/7.

**Robin Roberts, Behavioral Health Director:**

- Made the Board aware of SB326 and AB531, discussed the importance and effects of the upcoming legislative process.
- Mobile Crisis roll out update.

**Stacey Simon, County Counsel:**

- Suggested to Robin that an agenda item for the SB326 and AB531 would be appropriate, and she offered her assistance with the item to bring to the Board.

**Supervisor Peters:**

- Discussed SB326 and AB531 and how item was present at CSAC.

**Louis Molina, Environmental Health:**

- Water quality update in Crowley Lake.

**Jeff Simpson, Economic Development Director:**

- Update on messaging on the water quality update in Crowley Lake that his department gives out to the community.

**Bryan Bullock, EMS:**

- Update on four new monitors and new ambulance.
- Update on the two events:
  1. Grand Fondo.
  2. Mammoth Motocross.

**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. Fiscal Year 2022-23 Budget - Appropriation Transfer Requests

Departments: County Administrative Office

As we approach closing the books for Fiscal Year (FY) 2022-23, several budget units require an increase in appropriations for expenditures incurred before July 1, 2023. These adjustments will make use of unused appropriations in FY 2022-23 Budget.

**Action:** Approved budget adjustments for FY 2022-23 as requested (4/5 vote required).

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**M23-217**

### B. Fiscal Year 2023-24 Tax Rates

Departments: Finance

Proposed resolution, establishing the 2023-24 tax rates on the secured roll. The tax rates are established by law (Proposition 13) and the various bond issues voters have approved for their area throughout the county. These bond issues include the bond series approved by the voters for the Eastern Sierra Unified School District, the Southern Mono Healthcare District, Kern Community College District (Mammoth Campus), and Mammoth Unified School District. The tax rates for the Round Valley School District and Bishop Union High School are prepared by the Auditor-Controller of Inyo County based in part by the values of the affected tax rate areas.

**Action:** Adopted Resolution R23-077, Approving the tax rates for Fiscal Year 2023-24.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**R23-077**

### C. 2023-24 Appropriations (GANN) Limit

Departments: Finance

Proposed resolution establishing the 2023-24 (GANN) Appropriations Limit.

**Action:** Adopted Resolution R23-078, Establishing the 2023-24 appropriations

**Note:**

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limit and making other necessary determinations for the County and for those Special Districts governed by the Board of Supervisors that are required to establish Appropriation Limits.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**R23-078**

**D. Resolution Designating Applicant's Agent for Hazard Mitigation Grant Program Funding**

Departments: Community Development

Proposed resolution designating applicant's agent for the Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program funding.

**Action:** Adopted Resolution R23-079, Designating applicant's agent for the Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program funding, and authorize the Community Development Director to sign the Project Assurances form.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**R23-079**

**E. Amendment to Electronic Door Access Contract for Civic Center Security**

Departments: Information Technology

Proposed first amendment to contract with Johnson Controls Security Solutions, LLC. pertaining to security access control services, adding call boxes to the first and second floor double doors of the Civic Center in Mammoth Lakes.

**Action:** Approved, and authorized the County Administrative Officer to sign, the first amendment to the contract with Johnson Controls Security Solutions, LLC. for security access control services for the period June 1, 2023, through June 30, 2024, increasing the not-to-exceed amount from \$154,171 to \$168,887.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**M23-218**

**F. Drug Medi-Cal Contract**

Departments: Behavioral Health

Proposed contract with California Department of Healthcare Services pertaining to Drug Medi-Cal.

**Note:**

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**Action:** Approved, and authorized Behavioral Health Director to sign, contract with California Department of Health Care Services for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment for the period July 1, 2023, through June 30, 2027.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**M23-219**

#### **G. Contract with North American Mental Health Services**

Departments: Probation

Proposed contract with North American Mental Health Services pertaining to Mental Health Assessments, Psychological Evaluations and Psychiatric Evaluations.

**Action:** Approved, and authorized County Administrative Officer to sign, contract with North American Mental Health Services for Tele-Psychiatry Services for the period August 1, 2023, through July 31, 2024, and a not-to-exceed amount of \$125,000 in any twelve-month period.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**M23-220**

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

Departments: County Counsel

Proposed ordinance adding Section 3.04.035 and amending Section 3.04.060 of the Mono County Code to authorize cooperative purchases and to clarify purchasing requirements during declared emergencies.

**Action:** Adopted Ordinance ORD23-006, Adding Section 3.04.035 and amending Section 3.04.060 of the Mono County Code to add an exception to competitive purchasing requirements and clarifying purchasing requirements.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**ORD23-006**

#### **6. CORRESPONDENCE RECEIVED**

Direction may be given to staff regarding, and/or the Board may discuss, any

**Note:**

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

item of correspondence listed on the agenda.

#### **A. Letter - Tri-Valley Wells**

Departments: Board of Supervisors

**Stacey Simon, County Counsel:**

- Reported that Environmental Health is aware of the request and plans to provide information to the Groundwater District in compliance with the request.
- Clarifies that there is one issue that is still being sorted out regarding a 35 day review period.

*Break: 10:09 AM*

*Reconvened: 10:20 AM*

### **7. REGULAR AGENDA - MORNING**

#### **A. PUBLIC HEARING: Mono County Community Development Block Grant (CDBG) 20-CDBG-CV-1-00066 & 20-CDBG-CV2-3-00114 Grant Close Out**

Departments: Economic Development

(Jeff Simpson, Mono County Economic Development Director; Jeff Lucas, Principal, Community Development Services) - Public hearing regarding the close out of Community Development Block Grant (CDBG) CV programs 20-CDBG-CV-1-00066 and 20-CDBG-CV2-3-00114

**Action:** Conducted public hearing.

**Jeff Simpson, Economic Director:**

- Presented item.

*Open Public Hearing: 10:22 AM*

*Closed Public Hearing: 10:24 AM*

#### **B. Town of Mammoth Lakes Particulate Matter Smaller than 10 Microns Planning Area Second 10-Year Air Quality Maintenance Plan**

Departments: Great Basin Unified Air Pollution Control District

(Ann Logan, Deputy Air Pollution Control Officer) - Presentation by Ann Logan, Deputy Air Pollution Control Officer for the Great Basin Unified Air Pollution Control District, regarding the Town of Mammoth Lakes Particulate Matter Smaller than 10 Microns (PM10) Planning Area Second 10-Year Maintenance Plan, which includes portions of unincorporated Mono County near the Town and the Mammoth-Yosemite airport.

**Action:** None.

**Ann Logan, Deputy Air Pollution Control Officer:**

**Note:**

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



- Provided an update on the Town of Mammoth Lakes Particulate Matter smaller than 10 microns planning area second 10-year Air Quality Maintenance Plan.

### **C. Grant from United States Department of Agriculture Forest Service Region 5 for Biomass Facility Pre-Development Work**

Departments: Emergency Management

(Chris Mokracek, Director of Emergency Management and Wendilyn Grasseschi, Wildfire Mitigation Coordinator) - Proposed resolution approving entry into grant with the United States Department of Agriculture (USDA) Forest Service Region 5 for pre-development work for a Bio-Mass facility in Mono County. The grant amount is \$299,889 with an in-kind match of \$50,213 by Mono County.

**Action:** Approved Resolution R23-080, Authorizing the County Administrative Officer to sign a contract with the USDA Forest Service and accept a grant of \$299,889 for pre-development work for a Bio-Mass facility in Mono County.

**Peters moved; Gardner seconded**

**Vote: 5 Yes, 0 No**

**R23-080**

**Chris Mokracek, Director of Emergency Management**

- Introduced item.

**Wendilyn Grasseschi, Wildfire Mitigation Coordinator:**

- Presented item.

**Rick Kattlemann, Whitebark Institute:**

- Discussed the risks of a catastrophic wildfire.

**Elaine Kabala, Executive Director Eastern Sierra Council of Governments:**

- Discussed funding and grant options.

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

Departments: Public Works

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

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

**Gardner moved; Salcido seconded**

**Note:**

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

**Vote: 5 Yes, 0 No**  
**M23-221**

**Paul Roten, Public Works Director:**

- Introduced item.

**Chad Senior:**

- Presented item.

**E. Fiscal Year 2023-24 Final Budget and Position Allocation List for Adoption**

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer; Megan Chapman, Budget Officer;) - The Mono County Recommended Budget for Fiscal Year (FY) 2023-24 is being brought to the Board for adoption in accordance with the direction from the Board at the Public Hearing on August 10 and 15. The FY 2023-24 Recommended Budget has been revised consistent with the supplemental forms and policy items addressed at the Public Hearing.

**Action:** Approved Resolution R23-081, Adopting the Final Mono County Budget and position allocation list for FY 2023-24, as presented.

**Gardner moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**R23-081**

**Sandra Moberly, County Administrative Officer:**

- Introduced item.

**Megan Chapman,**

- Presented item.

**F. Department Overview - Economic Development**

Departments: Economic Development

(Jeff Simpson, Mono County Economic Director; Liz Grans, Film Commissioner and Economic Development Manager) - Presentation regarding an overview of Economic Development Department functions and services.

**Action:** None.

**Jeff Simpson, Mono County Economic Director:**

- Presented item.
- Introduced staff.

*Break: 11:30 AM*

*Reconvened 11:39 AM*

**Note:**

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

## **G. Department Overview - Agricultural Commissioner**

Departments: Board of Supervisors

(Nate Reade, Agricultural Commissioner) - Presentation by the Agricultural Commissioner on the divisions, responsibilities, activities, operations, and funding of the Agricultural Commissioner and Weights & Measures Department.

**Action:** None.

**Nate Reade, Agricultural Commissioner:**

- Presented item.

## **H. Adoption of Memorandum of Understanding with the Mono County Probation Officers Association**

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer) - Proposed resolution adopting a Memorandum of Understanding between the County and Mono County Probation Officers Association.

**Action:** Adopted Resolution R23-082, Adopting a Memorandum of Understanding between the County and Mono County Probation Officers Association.

**Salcido moved; Peters seconded**

**Vote: 5 Yes, 0 No**

**R23-082**

**Mary Booher, Interim County Administrative Officer:**

- Presented item.

**Stacey Simon,**

- Clarifies that the attachment is missing a table of contents and will be provided prior to signature.

Moved to Board Reports.

## **8. CLOSED SESSION**

*Closed Session: 12:33 PM*

*Reconvened: 1:35 PM*

No action to report out of Closed Session.

Moved to Adjournment.

## **A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section

**Note:**

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

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

## **B. Closed Session - Employee Evaluation**

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

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

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

## **9. BOARD MEMBER REPORTS**

### **Chair Duggan:**

- 9/7 – Great Basin Governing Board meeting - Review of Mammoth lakes exemptions report and burn exception regulations.
- 9/7 – 9/8 – Attended the Local Government Land Retreat.
- Attended the CSAC Housing Land-Use and Transportation Committee meeting.

### **Supervisor Gardner:**

- Last Wednesday, Sept. 6, I participated in the monthly meeting of the June Lake Citizens Advisory Committee. Topics at that meeting included concerns regarding the anticipated number of helicopter flights related to the proposed SCE Rush Creek Dam System Project, affordable housing opportunities in June Lake, and the Peterson Tract Road project.
- On Friday, Sept. 8, I attended the monthly meeting of the Eastern Sierra Transit Authority Board of Directors. Topics at that meeting included reviews of regular operations and financial reports.
- Also, on Friday Sept. 8th, Saturday the 9th, and Sunday the 10th, I attended the annual June Lake Jamfest at Gull Lake Park. While a bit delayed at times by the rain, it was a wonderful event with many attending from both our local communities and from outside of the county.
- Finally, yesterday, with Supervisor Salcido, I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. We received several updates on recreation-related items, including updates on the CERF and CEDS programs, and ongoing grant projects.
- I would remind my colleagues of the two public Housing Community meetings being held tonight and tomorrow night at 6:00 PM in June Lake and Lee Vining, respectively.

### **Supervisor Kreitz:**

- September 7 – I participated in the Housing Ad Hoc meeting, followed by a meeting of the CSAC Housing Land-Use and Transportation Committee Staff and chair and vice-

### **Note:**

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

chairs in preparation for the 2023 Annual CSAC Conference in November. The MLH/ESCH Board met at a special meeting in the afternoon, which included a robust discussion on the Access Apartments redevelopment project. Currently, with the escalation of cost of construction and value engineering, the project has a roughly \$2.8 million funding gap as well as \$6.1 million in state/federal grant funds, \$1.5 million grant from the Town of Mammoth Lakes, and roughly \$150,000 from Mono County via a state grant. That equates to per unit subsidy of approximately \$563,000 from state/federal partners, \$136,000 from the Town and \$14,000 from the County's grant. Multiple next step options were presented to the Board with the Boards' final staff directions being to proceed with requesting additional financial support from local partners including both the Town and the County.

- September 8 – I participated in the California Coalition of Rural Housing Board meeting. The Board received updates on organizational systems updates as well as an update on the recruitment of a new Executive Director for the organization. Rob Weiner, the current ED has been with the organization since the organization's formation in 1976, so this is a big change coming for the organization.
- September 11 – I participated in the Mono County Local Transportation Commission monthly meeting. We received a winter storm debrief from Chris Mokracek, Paul Roten, Haislip Hayes, and Josh and Clint with Caltrans. The Town is spending roughly six figures on a consultant to produce a After Action Report. The LTC will receive \$9.2 million in Regional Transportation Improvement Program (RTIP) funding in this next funding cycle. The County is proposing to use their portion of the funding for the rehabilitation of North Shore Drive in June Lake, and the Town is proposing to use RTIP funds for the Minaret Road multi-use path and planning for the Minaret/Meridian intersection and storm drain planning. The Commission will be updating the Regional Transportation Plan this year with the draft coming before the Commission in October and final adoption no later than the middle of December.

**Supervisor Peters:**

- 9/6 – Participated in interviews for the Bridgeport District Rangers.
- 9/6 – Met with Colonel Storer discussed projects in their 10-year plan.
- 9/7 – Attended the Antelope Valley RPAC meeting.
- 9/8 – Attended the NACO Public Lands Steering meeting.
- 9/8 – Meeting with the Ferguson Group.
- Announced the Green Hornet Fishing Derby in Bridgeport.

**Supervisor Salcido:**

- September 6th, Unified Command Meeting at Fire Station, and updates from all partners regarding emergency preparedness. The emphasis was on getting up to speed after a long pause in these meetings and getting going on ICS training.
- September 7, Great Basin Governing Board meeting - Review of Mammoth lakes exemptions report and burn exception regulations
- September 11, 2023, ESWST - Update from partners and next steps
- September 11, 2023, ESSRP

Moved to Closed Session.

**ADJOURNED at 1:58 PM.**

**ATTEST**

**Note:**

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

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**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** November 21, 2023

**Departments: Emergency Management**

**TIME REQUIRED**

**SUBJECT** Termination of Emergency  
Declarations - 2022/23 Winter  
Storms

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Termination of local declarations of emergency related to 2023 severe winter storms proclaimed on January 10 and February 28, by the Mono County Emergency Services Director and ratified by the Board of Supervisors on January 17, and March 7, respectively (last review date: October 3, 2023).

**RECOMMENDED ACTION:**

Terminate the local declarations of emergency ratified on January 17 and March 7, 2023, related to severe winter storms.

**FISCAL IMPACT:**

Although the termination ends eligibility for Federal Emergency Management Agency (FEMA) reimbursement for emergency protective measures, the fiscal impact is estimated at none because these activities have been completed.

**CONTACT NAME:** Chris Mokracek or Stacey Simon

**PHONE/EMAIL:** 17606483270 / ssimon@mono.ca.gov, cmokracek@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">January 9, 2023 Emergency Proclamation</a>
<input type="checkbox"/> <a href="#">February 27, 2023 Emergency Proclamation</a>

**History**

Time

Who

Approval

11/14/2023 2:49 PM	County Counsel	Yes
11/13/2023 9:34 AM	Finance	Yes
11/14/2023 6:03 PM	County Administrative Office	Yes





MONO COUNTY  
OFFICE OF EMERGENCY MANAGEMENT



TO: Honorable Board of Supervisors

FROM: Chris Mokracek, Director of Emergency Management

DATE: November 21, 2023

RE: Termination of Emergency Declarations – January 9, 2023, and February 27, 2023

---

In early January 2023, and again in February, Mono County experienced several large storms which brought blizzard conditions, dropping historic amounts of snow throughout the County.

These storms were powerful and quickly overwhelmed the resources of governmental entities within Mono County. The February storms resulted in multi-day road closures of the state highways in Mono County, preventing the delivery of groceries, propane, medications, and other goods. Many travelers were stranded and required assistance from the Mono County Sheriff's Office, and other local agencies. There was also damage to structures and infrastructure, of which the full impact was not realized for months as snowmelt revealed the damage. These conditions were beyond the control of the services, personnel, equipment, and facilities of Mono County.

Based on the impacts of these storms, the need for additional resources, and the potential for additional damage, Director of Emergency Services, Sheriff Ingrid Braun, and Deputy Director of Emergency Services, Chris Mokracek, issued Emergency Services Proclamations on January 9, 2023 and February 27, 2023.

It has been determined that a local emergency no longer exists under the California Emergency Services Act (CESA) when conditions exist of disaster or extreme peril to the safety of persons and property, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat.

Attachments:

January 9, 2023, Proclamation of Local Emergency  
February 27, 2023, Proclamation of Local Emergency



**MONO COUNTY DIRECTOR OF EMERGENCY SERVICES  
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS  
COMMENCING JANUARY 9, 2023**

**WHEREAS**, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Services or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

**WHEREAS**, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Mono County Emergency Manager as Deputy Director of Emergency Services; and

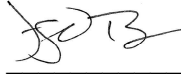

**WHEREAS**, the Director of Emergency Services of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on January 9, 2023, bringing substantial rain and snowfall, flooding and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said County, and

**WHEREAS**, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on January 17, 2023, unless confirmed and ratified by the board of supervisors of the County of Mono.

Signature:   Dated: _____	By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Services/ Deputy Director of Emergency Services
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**MONO COUNTY DIRECTOR OF EMERGENCY MANAGEMENT  
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS  
COMMENCING FEBRUARY 27, 2023**

**WHEREAS**, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Management or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

**WHEREAS**, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Director of Mono County Emergency Management as Deputy Director of Emergency Services; and

**WHEREAS**, the Director of Emergency Management of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on February 27, 2023, bringing substantial snowfall, avalanches, and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. damaged and closed roads will also create an economic burden to affected communities that rely on vehicular tourist traffic; and
3. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;


**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said County, and

**WHEREAS**, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

**ACCORDINGLY, THE MONO COUNTY SHERIFF-CORONER AS THE DIRECTOR OF EMERGENCY SERVICES AND THE DIRECTOR OF MONO COUNTY EMERGENCY MANAGEMENT AS DEPUTY DIRECTOR OF EMERGENCY SERVICES HEREBY REQUESTS** that the Governor declare a State of Emergency and make all relevant funds available to Mono County and all eligible community members and businesses, including, but not limited to, California Disaster Assistance Funds and State Private Nonprofit Organizations Assistance Program funds, and that the Governor request that the President of the United States make a Presidential Declaration of Emergency in and for Mono County and make all relevant funds available to Mono County and all eligible community members and businesses, including, but not limited to, aid provided by the Small Business Administration, and:

**REQUEST** that the Governor waive any and all regulations needed to allow for the delivery of propane and fuel from Nevada into California for life safety reasons and to prevent the interruption of emergency operations, and;

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on March 7, 2023, unless confirmed and ratified by the Board of Supervisors of the County of Mono.

Signature:  <u>Chris Mokracek</u> Dated: <u>February 28, 2023</u>	By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Management/Deputy Director of Emergency Services
--	---



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 2023

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Appointment to the Wheeler Crest  
Design Review Committee

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Consider appointing Meredith Frolio as a new member to the Wheeler Crest Design Review Committee.

**RECOMMENDED ACTION:**

Appoint Meredith Frolio to a two-year term expiring 11/30/25 on the Wheeler Crest Design Review Committee.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Brent Calloway

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">WCDRC Membership Staff Report</a>
<input type="checkbox"/> <a href="#">Member Application</a>

**History**

Time	Who	Approval
11/7/2023 10:29 AM	County Counsel	Yes
11/2/2023 8:22 AM	Finance	Yes
11/7/2023 10:33 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](http://www.monocounty.ca.gov)

November 21, 2023

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

**From:** Brent Calloway, Principal Planner, for Rhonda Duggan Supervisor District #2

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

### MEMBERSHIP UPDATE DISCUSSION

Supervisor Duggan, District #2 requests Board consideration of one new membership appointment to the Wheeler Crest Design Review Committee and recommends appointing new member, Meredith Frolio, to fill the two-year term expiring on November 30, 2026.

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.

### RECOMMENDED APPOINTMENT

1. Meredith Frolio

### Term Expires:

November 30, 2026 (two-year term)

### EXISTING MEMBERS

- |                    |                                     |
|--------------------|-------------------------------------|
| 2. Judy Beard      | November 30, 2024 (three-year term) |
| 3. Bob Weiland     | November 30, 2024 (three-year term) |
| 4. Alisa Adriani   | March 31, 2026 (three-year term)    |
| 5. Greta Mettauert | March 31, 2026 (three-year term)    |
| 6. Rico Miledi     | March 31, 2025 (two-year term)      |
| 7. Reuben Rosen    | March 31, 2025 (two year term)      |

If you have any questions regarding this item, please contact Supervisor Duggan or Brent Calloway at 760-924-1800.

### ATTACHMENTS

1. Application for Meredith Frolio

# WHEELER CREST DESIGN REVIEW COMMITTEE MEMBERSHIP APPLICATION

Wheeler Crest Design Review Committee membership requires that individuals reside or own property in Swall Meadows (check all that apply).

- I reside in Swall Meadows  
and/or  
 I own property in Swall Meadows

Name Meredith Frolio

Address [REDACTED]

City/State/Zip Swall Meadows, CA 93514

Phone [REDACTED]

Email [REDACTED]

Occupation/Business residential designer/construction consultant

Introductory Statement:

Hello,

I'm interested in participating in the Design Review Committee due to my experience with and in residential construction and design as well as a commitment to my community. I'm interested in trying to establish and maintain the elements that align with the Mono Co/Wheeler Crest design guidelines and building integration into the landscape that makes Swall a special place.

I have been in the business of residential architecture and construction since 1994 so have decades of experience with different building types and styles as well as working with specification of materials.

I believe my expertise could be a good resource for the committee.

Signature  Date 9/10/23



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 21, 2023

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** County Surveyor Appointment and  
Contract for Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Proposed contract with Lumos & Associates pertaining to County Surveyor. Assignment of Richard Byrem as County Surveyor.

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### RECOMMENDED ACTION:

1. Approve and sign a contract with Lumos & Associates for County Surveyor services for the period July 1, 2023, through June 30, 2026, and a not-to-exceed amount of \$225,000, and not to exceed \$75,000 in any twelve-month period. 2. Appoint Richard Byrem, PLS 9129, employed by Lumos & Associates, as County Surveyor.

---

### FISCAL IMPACT:

The contract limit for this agreement is \$75,000 per year. However, charges for County Surveyor services and work are generally passed through to project proponents and applicants as applicable project fees.

---

**CONTACT NAME:** Kalen Dodd

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

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">County Surveyor Contract</a>
<input type="checkbox"/> <a href="#">Contract Att B Fee Schedule</a>

---

History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/14/2023 2:57 PM	County Counsel	Yes
11/13/2023 10:06 AM	Finance	Yes
11/14/2023 5:57 PM	County Administrative Office	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517

760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date: November 21, 2023**

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

**From: Paul Roten, Director of Public Works**

**Re: Appointment of Richard Byrem, California PLS 9129 as County Surveyor;  
And Agreement for County Surveyor Services with Lumos & Associates**

### **Background:**

The Board is authorized by ordinance to appoint the County Surveyor. The County has a statutory obligation to perform County Surveyor functions through a professional land surveyor who may be either an employee or a contractor. These functions include quality control review and approval of tract maps, parcel maps, records of survey, corner records, certificates of compliance, legal descriptions, and similar land development related documents. The Engineering Division of the Public Works Department processes these documents needing or involving County Surveying services and work; however, because the County does not have a licensed professional land surveyor on staff, the County must contract for these functions. Over the last three years, the actual cost of County Surveyor services has been approximately \$25,000 annually. These costs are expected to increase in the future due to rising hourly rates and a greater demand for land development activities.

### **Discussion:**

A new agreement with Lumos & Associates is enclosed for Board consideration. Richard Byrem is employed with Lumos & Associates and is a Registered Professional Land Surveyor in the State of California as well as 5 other states. He has experience as the County Surveyor for Mono County and is presently acting County Surveyor for Alpine County. This item includes the appointment of Richard Byrem, PLS 9129 as County Surveyor. Please contact me at (760) 709-0427 or [proten@mono.ca.gov](mailto:proten@mono.ca.gov) if you have any questions regarding this item.

Respectfully submitted,

Paul Roten  
Director of Public Works

**AGREEMENT BETWEEN COUNTY OF MONO  
AND LUMOS & ASSOCIATES, INC.  
FOR THE PROVISION OF PROFESSIONAL COUNTY SURVEYOR SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of LUMOS & ASSOCIATES, INC., a Nevada corporation (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

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

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

**2. TERM**

The term of this Agreement shall be from July 1, 2023, to June 30, 2026, unless sooner terminated as provided below.

### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$225,000.00, not to exceed \$75,000 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual

payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

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

#### **4. WORK SCHEDULE**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

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

#### **7. COUNTY PROPERTY**

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

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

## 8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits

maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise

due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 9. STATUS OF CONTRACTOR

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

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

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



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

## **10. DEFENSE AND INDEMNIFICATION**

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

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

## **11. RECORDS AND AUDIT**

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

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

## **12. NONDISCRIMINATION**

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

## **13. TERMINATION**

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

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

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

#### **14. ASSIGNMENT**

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

#### **15. DEFAULT**

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

#### **16. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 22.

#### **17. CONFIDENTIALITY**

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

#### **18. CONFLICTS**

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

#### **19. POST-AGREEMENT COVENANT**

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

term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

## **20. SEVERABILITY**

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

## **21. FUNDING LIMITATION**

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

## **22. AMENDMENT**

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

## **23. NOTICE**

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

### **County of Mono:**

Mono County, Public Works Department  
Paul Roten, Public Works Director  
Po Box 457  
Bridgeport, California 93517  
proten@mono.ca.gov

### **Contractor:**

Lumos & Associates, Inc.  
Attn: Greg Phillips, Surveying Division  
800 East College Parkway  
Carson City, NV, 89706  
gphillips@lumosinc.com

## **24. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

**25. ENTIRE AGREEMENT**

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

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

**COUNTY OF MONO:**

**CONTRACTOR:**

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

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

Name: Rhonda Duggan

Name: Greg Phillips

Title: Chair, Board of Supervisors

Title: Surveying Division Director

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

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

**APPROVED AS TO FORM:**

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

**APPROVED BY RISK MANAGEMENT:**

\_\_\_\_\_  
Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND LUMOS & ASSOCIATES, INC.  
FOR THE PROVISION OF PROFESSIONAL COUNTY SURVEYOR SERVICES**

**TERM:**

**FROM: July 1, 2023 TO: June 30, 2026**

**SCOPE OF WORK:**

The Scope of Work shall include all labor and materials associated with the performance of professional county surveyor services and work to be executed in general conformance with applicable provisions of the Subdivision Map Act, the Professional Engineers and Land Surveyors Act, and the Mono County Code, incorporated herein by this reference.

Professional county survey services and work shall be performed as requested by the Mono County Public Works Department, including its Public Works Director, the County Engineer, or an authorized representative of either. As directed by County, Consultant may perform professional county surveyor services and/or work directly with an applicant (i.e., the party who submits for approval any work defined under this Attachment A) or an applicant's surveyor. If Consultant deems it necessary to meet the requirement for its provisions or performance of any professional county surveyor services or work under the Agreement, Consultant may request written notice of any requirements for such services or work.

Professional county survey services and work to be provided and/or performed by Consultant pursuant to the Agreement and this Attachment A (Scope of Work) will include but not be limited to the following:

1. Provide technical review, comment, and coordination with the Mono County Public Works Department, the County Engineer, and any applicant or applicant's surveyor for the completion, approval, and recordation (where applicable) of final tract maps, parcel maps, records of survey, legal descriptions, corner records, certificates of compliance, lot line adjustments, official maps, and similar land development documents. Provide signature on approval certificate of completed maps.
2. Perform research and calculations that may be necessary for processing and approval of a given project.
3. Provide technical review and comment on maps, plats, exhibits, figures, calculations, tables, charts, reports, legal descriptions, and other documents submitted by applicant in support of approval for a given project. Correspond with applicant for submittal of any outstanding documentation or revision required to existing documents as necessary for project approval.
4. Coordinate project work with the Public Works Director, the County Engineer, or an authorized representative of either. The designee may include but shall not be limited to personnel from the Public Works Department or the Planning Department. This may include attendance at meetings with County staff, applicants and applicants' surveyors, surveyors, or meetings of the Mono County Land Development Technical Advisory Committee (LDTAC) from time to time. To the extent possible, allowing for project priorities and staff availability, Public Works Department staff will provide initial technical review and comments to any applicant. County staff shall be responsible for developing map conditions for tentative maps but may request input from Consultant. County staff shall

be responsible for processing final tract and parcel maps to a near-complete level; Consultant shall provide final review and approval. Consultant will forward all correspondence with any applicant to Public Works Department staff, and Consultant will forward all correspondence with any applicant's surveyor to both the Public Works Department and the applicant.

5. County shall retain and maintain all permanent records. Work products shall be processed through the Mono County Public Works Department's office. Map numbering and indexing shall be assigned and processed by County.

6. If necessary, Consultant will coordinate modification to map-check procedures with the Mono County Public Works Department.

7. When requested by County, Consultant will provide and/or perform professional county surveyor services as set forth in Government Code sections 27550-27564.

8. All services and work provided and performed by Consultant will follow generally-accepted practices for the industry and shall meet the minimum requirements and guidelines established by the Professional Engineers and Land Surveyors Act.

#### WORK SCHEDULE

Map review and other related tasks shall meet time limits imposed by the Subdivision Map Act and local ordinances, as may be the case. Task schedules shall be coordinated with County staff.

**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND LUMOS & ASSOCIATES, INC. FOR  
THE PROVISION OF PROFESSIONAL COUNTY SURVEYOR SERVICES**

**TERM:**

**FROM: July 1, 2023 TO: June 30, 2026**

**SCHEDULE OF FEES:**

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

<b>Engineering</b>	<b>Per Hour</b>
Director	\$265
Group Manager	250
Senior Project Manager – Special Projects	245
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Hydrogeologist	175/185/195
Staff / Project / Senior Engineer	170/180/190
Assistant / Project / Senior Project Coordinator	135/160/170
Project / Senior Project Designer	145/155
Engineering Technician I / II / III	95/125/135
<b>Construction</b>	<b>Per Hour</b>
Director	\$265
Materials Engineering Manager	220
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Geotechnical Engineer	170/180/210
Construction Services Supervisor / Engineer	150/175
Assistant / Project / Senior Project Coordinator	135/160/170
Geotechnician	150
Inspector / Senior Inspector (includes nuclear gauge)	130/140
Construction Technician I / II / III	110/120/130
Materials Technician I / II / III (includes nuclear gauge)	100/110/120
<b>Surveying</b>	<b>Per Hour</b>
Director	\$265
Group Manager	250
Assistant / Project / Senior Project Manager	180/210/220
Staff / Project / Senior Surveyor	170/180/190
Assistant / Project / Senior Project Coordinator	135/160/170
Photogrammetrist / Photogrammetry Manager	145/165
Surveying Technician I / II / III	80/125/135
Party Chief	170
<b>Administrative &amp; Other Services</b>	<b>Per Hour</b>
Administrator	\$90
Clerical	80
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.75

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

**Invoices are due upon receipt and considered to be past due after 30 days.**  
**This fee schedule applies to services provided from January 1, 2023 until further notice.**





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 2023

**Departments: Emergency Management**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Wendilyn Grasseschi, Wildfire  
Mitigation Coordinator

**SUBJECT** Wildfire Mitigation Coordinator  
Update

**AGENDA DESCRIPTION:**

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

Presentation by Wendilyn Grasseschi, Mono County Wildfire Mitigation Coordinator regarding an update on Wildfire Mitigation projects throughout Mono County.

**RECOMMENDED ACTION:**

None, informational only. Provide any desired direction to staff.

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

Time	Who	Approval
11/14/2023 3:03 PM	County Counsel	Yes
11/14/2023 10:26 AM	Finance	Yes
11/16/2023 5:00 PM	County Administrative Office	Yes



MONO COUNTY  
OFFICE OF EMERGENCY MANAGEMENT



TO: Honorable Board of Supervisors

FROM: Wendilyn Grasseschi/Mono County Wildfire Mitigation Coordinator

DATE: November 21, 2023

RE: Wildfire Mitigation Coordinator Update

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**DISCUSSION:**

The Mono County Wildfire Mitigation Coordinator will provide an update regarding ongoing wildfire resiliency work with local communities, organizations and groups, as well as coordination and collaboration with local, state and federal agencies. The Wildfire Coordinator has also been working with the Inyo County Wildfire Preparedness Coordinator to expand regional wildfire resiliency through cooperation, collaboration and strategic planning and will provide an update on this work.



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 2023

**Departments: Emergency Management**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Mokracek, Director of  
Emergency Management

**SUBJECT** California Interoperable Radio  
System (CRIS) Service Agreement  
and Site Licenses/Lease

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### **AGENDA DESCRIPTION:**

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

Service Agreement with the California Office of Emergency Services, Public Safety Communications (CalOES/PSC) for CRIS Trunked Radio Service. Site lease/licenses with Mammoth Mountain Ski Area, June Mountain Ski Area, Antelope Valley Fire Protection District and Mammoth Lakes Fire Protection District pertaining to location of CRIS infrastructure on facilities owned by those entities.

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### **RECOMMENDED ACTION:**

1. Approve and authorize Chair to sign Service Contract with CalOES/PSC for CRIS Trunked Radio Service for the period September 12, 2023, through June 30, 2029, with automatic 5-year renewals thereafter unless canceled upon 180-days' notice. The contract cost is \$26 per primary CRIS subscriber per month, with offsets and reimbursement described under fiscal impact below. 2. Approve and authorize Chair to sign, site license agreements with: Mammoth Mountain Ski Area for space on Mammoth Mountain and June Mountain; Mammoth Lakes Fire Protection District for space at Station #1; and site lease with Antelope Valley Fire Protection District for space at its station on Larson Lane in Coleville, for the installation of CRIS system infrastructure. Licenses/Lease are for an initial term of ten-years, with two additional five-year terms, and a cost of \$10.00 per term, plus the amount of any increase in underlying permit fees from the Forest Service for the added land use on MMSA or June Mountain sites. Each lease/license includes a provision to sub-lease/license of each site to CalOES/PSC, which would also be approved by this action. Provide authority to staff to make minor changes to the proposed agreements and exhibits as needed, provided that the changes do not materially affect agreement terms and conditions and are approved as to form by County Counsel.

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### **FISCAL IMPACT:**

No fiscal impact for the first year of operations because fees are waived. Fees in subsequent years are estimated at \$89,856, after 50% offset and reimbursements from the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection District. These costs are estimated as of today. User fees per month and per unit and the number of units may increase subsequent to execution of the subscriber agreement resulting in higher costs.

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**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

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**SEND COPIES TO:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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## ATTACHMENTS:

Click to download
<a href="#">Staff Report (rev'd SS)</a>
<a href="#">CRIS Service Agreement</a>
<a href="#">Site License - Mammoth Mountain</a>
<a href="#">Site License - June Mountain</a>
<a href="#">Site License - Mammoth Lakes FPD</a>
<a href="#">Site License - Antelope Valley FPD</a>
<a href="#">Estimated Fiscal Impact</a>

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## History

Time	Who	Approval
11/16/2023 7:27 AM	County Counsel	Yes
9/22/2023 1:25 PM	Finance	Yes
11/16/2023 10:53 AM	County Administrative Office	Yes



MONO COUNTY  
OFFICE OF EMERGENCY MANAGEMENT



DATE: November 21, 2023

TO: Honorable Board of Supervisors

FROM: Chris Mokracek, Director of Emergency Management

SUBJECT: California Interoperable Radio System (CRIS) Service Agreement and Site Licenses/Lease

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### **Background**

Mono County's emergency radio communications system is outdated, and its replacement is among the County's highest strategic priorities. One of the challenges to accomplishing this priority has been cost, as the purchase, installation, and management of an up-to-date, functional countywide system that meets the needs of our emergency responders is significant. In 2022, the County requested a federal appropriation to offset these substantial costs. In late December 2022, the County learned that its efforts were successful and that \$3,000,000 had been allocated through the 2023 Omnibus Appropriations Bill for system replacement in Mono County. These funds will be administered by the Department of Justice COPS Technology Program.

These federal funds will enable Mono County to take a significant step towards system replacement, covering the costs to purchase repeater radio equipment from Motorola Solutions, Inc., for installation at the following locations:

1. Mammoth Lakes Fire Station #1
2. Lincoln Mountain/MMSA
3. June Mountain/MMSA
4. Antelope Valley
5. Benton

Rather than installing and operating the system on its own, Mono County is moving forward in partnership with the California Office of Emergency Services (Cal OES), the Town of Mammoth Lakes, and Mammoth Lakes Fire, each of which would become a part of the CRIS Radio Project.

### **Recommended Action**

1. Approve, and authorize Chair to sign, Service Contract with CalOES/PSC for CRIS Trunked Radio Service for the period September 12, 2023, through June 30, 2029, with automatic 5-year renewals thereafter unless canceled upon 180-days' notice. The contract cost is \$26 per primary CRIS subscriber per month, with offsets and reimbursement described under fiscal impact below.

2. Approve, and authorize Chair to sign, site license agreements with: Mammoth Mountain Ski Area for space on Mammoth Mountain and June Mountain; Mammoth Lakes Fire Protection District for space at Station #1; and site lease with Antelope Valley Fire Protection District for space at its station on Larson Lane in Coleville, for the installation of CRIS system infrastructure. Approval included sub-lease/license of each site to CalOES/PSC.

The approval includes authority for staff to make minor changes to the proposed agreements as needed, provided that the changes do not materially affect agreement terms and conditions and are approved as to form by County Counsel.

### **Fiscal Impact**

#### Subscriber Agreement:

- For the first year, the County will pay the subscriber fee for each primary subscriber to the system. The fee is \$26/user/month. We anticipate 800 users which is a total of \$249,600 on an annual basis.
- For the year following start-up and beneficial use, all fees are waived.
- From the third year and ongoing, the County will pay 50% of the fee (50% of \$26 x 800=\$124,800). The 50% reduction in fees is due to the fact that the County is paying for the repeater site equipment.
- The County will receive reimbursement from the Town and Mammoth Lakes Fire Protection District (MLFPD) for any primary subscribers through their agencies. Currently there are 100 radios assigned to the Fire District and 124 to the Town. Assuming 224 subscribers, this would be payment of \$69,888.
- The annual County-paid cost of the program from the third year and on is anticipated to be \$54,912 (\$124,800-69,888).
- The \$26 fee is not guaranteed and will change over time. Also, the number of users will change over time.

#### Site Licenses (and one lease):

- \$10.00 per 10-year term (\$40.00 for all four agreements for ten years.)
- For the June Mountain and Mammoth Mountain sites, the County will reimburse the licensor for any increased permit fees imposed by the United States Forest Service for the added site use, up to \$5,000 per year.

## **California Radio Interoperable System (CRIS) Trunked Radio Service Agreement**

This Cooperative Service Agreement (“Agreement”) is hereby entered into on \_\_\_\_\_, 2023 by and between the California Governor’s Office of Emergency Services, Public Safety Communications, referred to herein as “Cal OES/PSC” and the County of Mono, referred to herein as the SUBSCRIBER. Together, Cal OES/PSC and the SUBSCRIBER shall collectively be referred to as the “Parties.”

### **RECITALS**

WHEREAS, the CRIS is a statewide trunked radio system designed to provide state, federal, local, and tribal public safety first responders the ability to seamlessly communicate intra-agency and inter-agency across the majority of the State of California;

WHEREAS, the CRIS operates in the 700/800 MHz and very high frequency spectrum utilizing Project 25 Phase II technology and provides mobile radio coverage along the major traffic arteries throughout the State of California as well as the major areas of the state’s population;

WHEREAS, to expand and enhance coverage in densely populated areas of the State of California such as San Diego, Sacramento, Los Angeles and San Francisco, the CRIS will link with existing regional trunked radio systems;

WHEREAS, the CRIS is managed by Cal OES/PSC and Cal OES/PSC is responsible for engineering, maintaining, operating and modifying the system;

WHEREAS, Cal OES/PSC is also responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for all equipment operating on the CRIS system frequencies;

WHEREAS, certain agencies who would like to participate in the CRIS shall do so by entering into this Agreement with the Cal OES/PSC;

WHEREAS, the CRIS will provide SUBSCRIBER with improved radio frequency coverage and enhanced ability to intercommunicate with other first responders during emergency situations;

WHEREAS, Cal OES/PSC will receive fees from the SUBSCRIBER to access the CRIS and such fees will help to further develop the CRIS and provide more efficient use of California’s allocated 700/800 MHz and VHF frequency spectrum;

WHEREAS, by signing this Agreement, both Parties benefit by being able to more efficiently coordinate actions in the event of an emergency through a common radio communications system.

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

## **AGREEMENT**

Under this Agreement, Cal OES/PSC shall provide trunked radio services to the SUBSCRIBER through the CRIS. Such services shall be provided based solely on the terms and conditions set forth herein.

### **1. Cal OES/PSC RESPONSIBILITIES**

Cal OES/PSC hereby agrees that it will:

- 1.1. Provide 700/800 MHz trunked public safety radio communications (and VHF trunked public safety radio communications in the Eastern Sierra range) service on a 24 hours per day, 7 days per week, 365 days per year basis to SUBSCRIBER. Cal OES shall provide mobile radio coverage to SUBSCRIBER through the CRIS along major traffic arteries throughout California and in densely populated and rural areas throughout the state. For current predicted coverage, please refer to the CRIS website at [www.caloes.ca.gov/CRIS](http://www.caloes.ca.gov/CRIS).
- 1.2. Ensure normal system maintenance will be performed as required on a 24- hour per day, 7 day per week, 365 days per year schedule on the CRIS to minimize any system infrastructure down time. Planned outages for scheduled maintenance for CRIS will be posted on the CRIS website and notification emailed to a representative designated by SUBSCRIBER . Repairs to the CRIS will be completed as defined under the Outage Reporting Policy at [www.caloes.ca.gov/CRIS](http://www.caloes.ca.gov/CRIS).
- 1.3. Provide, as a basic service to the SUBSCRIBERS, the following: Primary SUBSCRIBERS, defined as radios assigned to SUBSCRIBER agencies or departments that have their own talk groups will pay a monthly SUBSCRIBER fee to utilize the system for day-to-day communications, and receive as many talk groups as reasonably requested by SUBSCRIBER. Secondary SUBSCRIBERS defined as radios assigned to SUBSCRIBER agencies or departments that do not have their own talk groups will not be required to pay a SUBSCRIBER fee but will only have access interoperability talk groups.
- 1.4 Subject to Appendix A, charge a monthly SUBSCRIBER fee per unit, as listed in the CRIS User Handbook. The SUBSCRIBER will be exempt from all other system fees including any system activation fees. Refer to CRIS Rate Structure Sheet at [www.caloes.ca.gov/CRIS](http://www.caloes.ca.gov/CRIS).



- 1.5 Cal OES/PSC will install the site infrastructure at SUBSCRIBER provided or SUBSCRIBER designated facilities at its own cost. SUBSCRIBER will make site improvements at the sites as reasonably requested by Cal OES/PSC at SUBSCRIBER'S cost.
- 1.6 Provide and maintain microwave and or fiber backhaul for the sites.
- 1.7 Provide maintenance, upgrades, repairs and all related maintenance on site equipment purchased by SUBSCRIBER and legally transferred to Cal OES/PSC pursuant to paragraph 2.7 of this Agreement.
- 1.8 Allow SUBSCRIBER to connect Cal OES/PSC approved radio consoles into the core system at no cost. The SUBSCRIBER is responsible for radio vendor- and console vendor-related costs associated with their installation, such as CSSI port licenses.
- 1.9 Allow SUBSCRIBER to utilize the existing LTE to LMR gateway for SUBSCRIBER talk groups at no subscription cost from the state. The SUBSCRIBER is responsible for radio vendor related costs associated with their installation, such as LTE access licenses and LTE related fees.

## **2. SUBSCRIBER RESPONSIBILITIES**

SUBSCRIBER hereby agrees that it will:

- 2.1. Pay Cal OES/PSC all fees, as set forth in this Agreement, including Appendix A, for the trunked radio system services through the CRIS in the agreed upon timeframe defined in Section 10 of this Agreement.
- 2.2. Keep Cal OES/PSC apprised as to the number of SUBSCRIBER radios utilizing the CRIS system. This shall be accomplished by utilizing forms TDe-115 and TDe-601 at [www.caloes.ca.gov/CRIS](http://www.caloes.ca.gov/CRIS) to update Cal OES/PSC on the radios authorized by the SUBSCRIBER to operate on the CRIS. Activated radios not removed from the CRIS by the SUBSCRIBER shall continue to be charged to the SUBSCRIBER at the agreed upon service rate.
- 2.3. Maintain equipment not transferred to Cal OES/PSC operating on the CRIS to applicable FCC Title 47 Part 90 Code of Federal Regulations at: <https://www.fcc.gov/wireless/bureau-divisions/technologies-systems-and-innovation-division/rules-regulations-title-47>).
  - 2.3.1. State of California SUBSCRIBERS shall utilize Cal OES/PSC for installation, maintenance, and repairs of all agency equipment operating on the CRIS pursuant to California Government Code 15277 and State Administrative Manual Section 4530.

- 2.3.2. Non-State of California SUBSCRIBERS shall be responsible for the installation, maintenance, and repairs of the SUBSCRIBER owned radio equipment including dispatch consoles, base stations, mobile and portable radios. If a Non-State of California SUBSCRIBER does not have the resources for installing, maintaining, or repairing the CRIS equipment, then the SUBSCRIBER may enter into a separate agreement for required services with Cal OES/PSC.
- 2.4. With the exception of fire protection districts and other first-responders operating within Mono County, SUBSCRIBER will not lease, loan, give or provide in any form the SUBSCRIBER owned equipment operating on the CRIS to any third party agencies for their use on the CRIS.
- 2.5. Observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and to operate the equipment in a reasonable manner so as not to cause undue interference with any other agency participants using the CRIS.
- 2.6. Maintain any County-owned or leased facilities (collectively, "Facilities", individually "Facility") that house CRIS trunking infrastructure transferred by SUBSCRIBER to Cal OES/PSC, including:
- 2.6.1. Provide shared tower space for antennas and or microwave radios at no cost to Cal OES/PSC, pursuant to separate lease or license agreements at the following four Facilities sub-leased to CalOES/PSC, or such other site(s) as may be agreed by the parties, pursuant to separate lease/license or sub-lease/license agreement(s) between SUBSCRIBER and CalOES/PSC:
- Mammoth Lakes Fire Station No. 1
  - Lincoln Mountain – Mammoth Mountain Ski Area
  - June Chalet – June Mountain Ski Area
  - Antelope Valley Fire Protection District Station
- 2.6.2. Provide electrical power at each Facility at no cost to Cal OES / PSC.
- 2.6.3. Provide and maintain a backup power generator at each Facility
- 2.6.4. Provide an HVAC system capable of adequately cooling/heating the room with equipment at each Facility
- 2.7. Transfer title to equipment/infrastructure as accepted by Cal OES/PSC to improve coverage. Upon transfer of equipment/infrastructure under this agreement, SUBSCRIBER affirms that it has the good and complete right, title, and interest in the equipment/infrastructure. It has the full authority to give, transfer, and assign the title of the equipment/infrastructure and that it is free and clear of all encumbrances and restrictions. Equipment/infrastructure transferred upon execution of this Agreement and accepted by CalOES/PSC is listed in Appendix B.
- 2.8. Keep all radio communication brief and to the point. Radio system traffic

shall be limited to official business only. SUBSCRIBER is responsible for the appropriate use of the system in accordance with the Acceptable Use Policy at [www.calos.ca.gov/CRIS](http://www.calos.ca.gov/CRIS).

### **3. BILLING**

- 3.1. SUBSCRIBER agrees to pay Cal OES/PSC monthly for the 700/800 MHz trunked radio service through the CRIS. The actual amount of monthly fees will be determined by the number of radios registered on the CRIS system at the beginning of each monthly billing period and offset in accordance with Appendix A.
- 3.2. Payment of fees for State of California SUBSCRIBERs using CRIS will be electronically transferred from SUBSCRIBER to the Cal OES/PSC using a billing number.
- 3.3. Non-State of California SUBSCRIBERs will be billed monthly and will remit payment to Cal OES/PSC via check to:

State of California, Governor's Office of Emergency Services  
Attn: Accounting Office  
3650 Schriever Avenue  
Mather, CA 95655-4203

- 3.4. SUBSCRIBER shall schedule the payment of invoices to the Cal OES/PSC no later than 30 days after receipt of said invoice. If errors are found in the invoice or the SUBSCRIBER disputes the invoice charges or services rendered, the SUBSCRIBER shall immediately notify Cal OES/PSC in writing. Partial payment of an invoice without Cal OES/PSC's approval is prohibited. SUBSCRIBER's failure to make timely payments in compliance with this section may result in action as defined in Section 4, Right to Suspend Service.
- 3.5. It is the SUBSCRIBER'S responsibility to inform Cal OES/PSC of any changes in service.

### **4. RIGHT TO SUSPEND SERVICE**

- 4.1. Subject to the below regarding notice and opportunity to cure, Cal OES/PSC reserves the right to suspend SUBSCRIBER'S ability to add/remove equipment, modify existing service or add a new service should SUBSCRIBER fail to make timely payment to Cal OES/PSC for the services rendered. If SUBSCRIBER fails to make any payment or fails to perform as required by any other provision hereunder, SUBSCRIBER will be notified in writing of the violation. SUBSCRIBER must correct the violation within 30 days of notice or such longer period as may be agreed upon by the parties, or Cal OES/PSC may suspend SUBSCRIBER's service.

- 4.2. Notwithstanding the above, and subject to the above provisions regarding notice and opportunity to cure, Cal OES/PSC shall have the right to immediately suspend SUBSCRIBER'S ability to add/remove equipment, modify existing service or add a new service at any time if SUBSCRIBER fails to use the CRIS in accordance with rules and regulations of the FCC or if SUBSCRIBER fails to use the CRIS in accordance with applicable laws and regulations, including the terms of this agreement, CRIS policies or attachments thereto.

## **5. RADIO PROGRAMMING**

- 5.1. All State of California SUBSCRIBER radios shall be programmed for use on the CRIS system by Cal OES/PSC or another authorized programmer, as determined by Cal OES/PSC in its sole discretion.

System keys may be provided to non-state SUBSCRIBERS or independent private service shops providing a programming service to non-state SUBSCRIBERS for radio programming of the CRIS frequencies into non-state-owned equipment. System key requests must be made in writing to Cal OES/PSC. SUBSCRIBER hereby agrees that system keys will be surrendered immediately, if requested by the Cal OES/PSC.

## **6. COVERAGE**

- 6.1. The CRIS is designed to provide mobile radio coverage along the State's major traffic arteries as well as 60% of the State's geographical area and 90% of the State's population. SUBSCRIBER understands and agrees that 100% coverage of any area at all times is unrealistic and improbable. Testing and experience with actual field conditions indicate adverse propagation conditions can occur from both natural and manmade conditions. SUBSCRIBER understands and agrees that such events are beyond the reasonable control of Cal OES/PSC.
- 6.2. Upon SUBSCRIBER transferring a new site to Cal OES/PSC, including the 5 sites listed in paragraph 2.6.1, Cal OES/PSC will provide coverage mapping of both RSSI and BER demonstrating both mobile and portable radio talk-in coverage. SUBSCRIBER further understands and agrees that Cal OES/PSC is not providing a warranty of coverage for the CRIS.

## **7. TALK GROUP PRIORITY**

SUBSCRIBER understands and agrees that, except to the extent that it is a first responder and in accordance with the following, it may experience limited or no access to the CRIS during an emergency talk group activation. To ensure that first responders have access to the system during normal and emergency situations, talk group access has been prioritized as follows:

### 7.1. Priority One -Emergency Identification

7.1.1. An “Emergency Identification” is defined as the message received when a public safety member calls for immediate assistance by activating an emergency button or switch on the user radio equipment.

### 7.2. Priority Two - Public Safety

7.2.1. “Public Safety” includes the normal, daily radio transmissions of law enforcement, fire service, EMS/Medical providers, and disaster preparedness personnel using the CRIS. Agencies generally considered non-public safety, but support law enforcement and fire response agencies on a regular basis such as California Department of Transportation (DOT), shall be considered as Public Safety in regards to traffic prioritization.

7.2.2. “Public Safety” also includes the CRIS users whose typical lower priorities have been temporarily changed to resolve an unusual occurrence or large-scale disaster.

### 7.3. Priority Three - Non-Public Safety, Special Event

7.3.1. “Non-Public Safety, Special Event” includes planned events involving public service agency participants that are beyond the scope of their normal daily operations.

### 7.4. Priority Four - Non-Public Safety, Regular

7.4.1. “Non-Public Safety, Regular” includes the normal daily radio transmissions of public service agencies using the system.

## **8. USE AND EXPANSION OF TRUNKED RADIO SYSTEM**

8.1. Cal OES/PSC may, at its sole and exclusive discretion, provide trunked radio system services to other entities through the CRIS. SUBSCRIBER understands and agrees that Cal OES/PSC may have entered into other service agreements to provide trunked radio services to certain public safety and non-public safety

Subscribers and intends to expand the number of users by entering into new agreements in the future. SUBSCRIBER also understands and agrees that Cal OES/PSC will expand the area covered by the CRIS to improve system performance in the future.

- 8.2. Cal OES/PSC agrees that any expansion of the system will not diminish the ability of SUBSCRIBER to use the CRIS.
- 8.3. Cal OES/PSC and SUBSCRIBER may mutually agree in the future to an exchange of value whereby the SUBSCRIBER funds the purchase of infrastructure/equipment in addition to that transferred under this Agreement, and transfers ownership to Cal OES/PSC which becomes part of the CRIS to expand the coverage footprint in an area determined by the SUBSCRIBER. In exchange, Cal OES/PSC will bear the cost of technical design, installation, and administrative costs necessary to render the equipment operable as part of the CRIS.
- 8.4. Any Real Property and/or radio frequency spectrum assets the SUBSCRIBER makes available for use in CRIS to facilitate the expansion of coverage of CRIS will be transferred from Cal OES/PSC back to the SUBSCRIBER and remain the property of the SUBSCRIBER in the event of a dissolution of this agreement.

## **9. WARRANTIES**

Cal OES/PSC warrants that its management and operation of the CRIS will comply with reasonable and standard industry practices.

## **10. AGREEMENT TERM - AUTOMATIC RENEWAL**

- 10.1. The term of this Agreement shall be for five years including the portion of the year commencing on the Effective Date of this Agreement and shall automatically renew on July 1<sup>st</sup> every five years thereafter. This Agreement shall automatically extend under the terms and conditions, rates, and charges then in effect for successive five (5) year periods provided that either party may terminate this Agreement at any time by giving to the other party written notice at least one hundred and eighty (180) days prior to the termination date or by giving to the other party written notice at least one hundred and eighty (180) days prior to the end of any extension
- 10.2. From the date of execution of this Agreement through July 1, 2024, the rates, charges, and fees due and payable by SUBSCRIBER shall be those identified in Appendix A of this Agreement.

10.3. After July 1, 2024, the rates, charges, and fees due and payable by SUBSCRIBER for any annual extension shall be the same as those during the preceding term unless Cal OES/PSC notifies SUBSCRIBER at least thirty (30) calendar days prior to SUBSCRIBER's deadline under paragraph 10.1 to terminate this Agreement of any changes in the rates, charges, or fees. If, after such notification, SUBSCRIBER does not terminate this Agreement and allows it to automatically renew, charges for the next term shall be at the new rates, charges, and fees set out by Cal OES/PSC in its notification prior to the automatic renewal date.

## **11. INTERRUPTION OF SERVICE**

11.1 Except for actions required by this Agreement, Cal OES/PSC shall not be liable to SUBSCRIBER or any other person for any loss of service or damage resulting therefrom, regardless of the cause. Cal OES/PSC does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of Cal OES/PSC or its subcontractors, including, but not limited to, acts of God, acts of Governmental entities, acts of the public enemy, strikes, or severe weather conditions. In the event of any failure or delay attributable to the fault of Cal OES/PSC or its subcontractors, SUBSCRIBER agrees that its sole remedy shall be limited to a credit for loss of service.

## **12. GENERAL PROVISIONS**

### **12.1. Applicable Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

### **12.2. Amendments**

This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties.

### **12.3. Assignment**

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

### **12.4. Captions**

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

12.5. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

12.6 Entire Agreement

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof.

**SIGNATURES**

WITNESS WHEREOF, this agreement has been executed by the parties hereto as of date written below:

<b>CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES/PUBLIC SAFETY COMMUNICATIONS</b>	<b>SUBSCRIBER:</b>
--	--------------------

APPROVED BY:

APPROVED BY:

\_\_\_\_\_  
SIGNATURE                      DATE

\_\_\_\_\_  
SIGNATURE                      DATE

\_\_\_\_\_  
Steve Yarbrough  
Chief, Program Management Division  
Public Safety Communications

\_\_\_\_\_  
NAME/TITLE



## **Appendix A: Subscriber Fees**

To provide access to the CRIS on a 24 hours per day, 7 days per week, 365 days per year basis Cal OES/PSC charges a monthly subscriber fee per unit to all subscription users as follows:

SUBSCRIBER and CalOES/PSC have agreed to enter into an exchange of value whereby SUBSCRIBER provides to CalOES/PSC infrastructure/equipment valued at \$1,550,000.00, representing an Account Credit.

1. No-cost period –Beginning with the initial start-up and beneficial use of the CRIS in Mono County by SUBSCRIBER, a one-year period of forbearance is offered during which Cal OES will not charge normal subscription fees to the SUBSCRIBER .
2. Reduced-cost period – Beginning on the day following the No-cost period one-half of the primary subscriber devices, or the nearest integer greater than 50% of the number of primary subscriber devices shall pay the normal monthly rate listed in the CRIS Rate Structure Sheet at [www.caloes.ca.gov/CRIS](http://www.caloes.ca.gov/CRIS). The intent of this clause is to approximate a 50% reduction in the monthly subscription fees. This reduced-cost period will continue until the aggregate amount of the reduction of monthly subscription fees fully equals and offsets the Account Credit.
3. Regular cost period – Upon exhaustion of the Account Credit, all primary users of the CRIS will be charged subscription fees at the full normal monthly rate listed in the CRIS Rate Structure Sheet at [www.caloes.ca.gov/CRIS](http://www.caloes.ca.gov/CRIS). Secondary users shall not be charged a subscriber fee.

For the purposes of calculating the estimated duration of reduced monthly subscription fees to be debited from the Account Credit, SUBSCRIBER offers a good-faith estimate of 800 primary subscriber radios that will be programmed with access to the CRIS. Each month during the term of this Agreement, the actual number of radios programmed with access to CRIS will be tabulated by CRIS system core to arrive at the actual debit from the Account Credit. This report will be provided to the SUBSCRIBER to account for the reduced subscription costs. When the aggregate lifetime reduced subscription cost equals or exceeds the agreed upon Account Credit, the SUBSCRIBER will be notified and subsequently begin making monthly payments for the full amount of CRIS subscription fees as listed in the CRIS Rate Structure Sheet at [www.caloes.ca.gov/CRIS](http://www.caloes.ca.gov/CRIS)

Based on the agreed upon Account Credit and the good-faith estimate of radios, the reduced cost period is currently estimated to be thirteen and a half (13.5) years from the commencement of the reduced cost period. (see Figure 1).

Figure 1 – Offset Calculation Grid

Year	Number of Devices	Monthly Fee	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	August	Sept	Total Offset Amount	Aggregated Offset Amount
October 1, 2023 - September 30, 2024	800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October 1, 2024 - September 30, 2025	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 124,800
October 1, 2025 - September 30, 2026	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 249,600
October 1, 2026 - September 30, 2027	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 374,400
October 1, 2027 - September 30, 2028	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 499,200
October 1, 2028 - September 30, 2029	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 624,000
October 1, 2029 - September 30, 2030	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 748,800
October 1, 2030 - September 30, 2031	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 873,600
October 1, 2031 - September 30, 2032	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 998,400
October 1, 2032 - September 30, 2033	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 1,123,200
October 1, 2033 - September 30, 2034	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 1,248,000
October 1, 2034 - September 30, 2035	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 1,372,800
October 1, 2035 - September 30, 2036	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 124,800	\$ 1,497,600
October 1, 2036 - September 30, 2037	800	\$ 26	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 10,400	\$ 400							\$ 52,400	\$ 1,550,000

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**Appendix B: Equipment and Infrastructure Transferred**

The following equipment/infrastructure is hereby transferred by SUBSCRIBER to CalOES/PSC:

## SITE LICENSE AGREEMENT

This Site License Agreement (the "License Agreement"), dated as of [\_\_\_\_\_] (the "Effective Date"), is entered into by and between Mammoth Mountain Ski Area, LLC, a Delaware limited liability company, having a mailing address of PO Box 24, Mammoth Lakes, CA 93546-0024 ("LICENSOR"), and the County of Mono, a political subdivision of the State of California, having an address of 74 School Street, P.O. Box 457, Bridgeport, CA 93517 ("LICENSEE"). LICENSOR and LICENSEE may be referred to herein individually as a "Party" or collectively as the "Parties". In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

### 1. PREMISES AND AUTHORITY.

a. Premises. LICENSOR hereby grants to LICENSEE a license to locate three standard racks of equipment and tower space for antennas and or microwave dishes (the "Equipment") on Lincoln Peak (the "Site") located at 10001 Minaret Road, Mammoth Lakes, CA 93546, the underlying real property of which is described in Exhibit "A" attached hereto and made a part hereof (the Site and such real property are hereinafter sometimes collectively referred to as the "Property"). This license further includes such additional space within the Site in locations as reasonably approved by LICENSOR for the installation, operation and maintenance of wires, conduits and pipes and all necessary electrical sources (the "Wiring Space"). Subject to Section 6, LICENSEE shall also have a non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, during operating hours, over the Property and in and through the Site to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LICENSEE's Equipment. The location of the Equipment and the Wiring Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. The size of the Premises may not be increased without LICENSOR's prior approval, which LICENSOR shall not unreasonably withhold or delay when in the interest of public safety.

b. FCC Licensure. The Equipment shall be licensed by the Federal Communications Commission.

c. Assignment. The paramount purpose for which the Parties are entering this License Agreement is to locate the Equipment at the Site, which will be used for public safety purposes. It is agreed and understood that the Equipment will provide a material benefit to both Parties insofar as first responders provide a material benefit to LICENSOR's business. LICENSEE intends to transfer its right, title, and interest in the Equipment to the State of California, acting through the Governor's Office of Emergency Services, Public Safety Communications ("CalOES/PSC"), pursuant to that certain agreement between LICENSEE and CalOES/PSC attached hereto as Exhibit "B" for reference purposes only. Upon acceptance by CalOES/PSC by executing this License Agreement as Assignee, LICENSEE shall be deemed to have assigned its rights, obligations, and interests under this License Agreement to CalOES/PSC; provided, however, that, (1) LICENSEE shall continue to have access to the Site to the extent of any right on behalf itself or another agency to co-locate public safety communications equipment at the Site, and (2) to the extent of any right or obligation to CalOES/PSC to maintain any facilities at the Site. By entering this License Agreement, LICENSOR expressly consents to the foregoing assignment.

d. No Further Approvals. LICENSOR represents and warrants to LICENSEE that it has all right and authority to enter into this License Agreement with LICENSEE without the need for further consent, approval or permission from any other person or entity. By entering this License Agreement, LICENSOR represents and warrants that this License Agreement does not require further approval from the U.S. Forest Service or any other agency or entity in its current form. If, in LICENSOR's sole discretion, future contemplated changes to this License Agreement, the Site, the Property, the Equipment, the Premises, or LICENSEE's use of the license conferred herein require the approval of the U.S. Forest Service or any other agency or entity, then such changes shall not be initiated until such approval is sought and obtained by

LICENSOR.

2. DELIVERY OF PREMISES; CHANGE IN PROPERTY.

a. Delivery of Premises. The Parties acknowledge that LICENSOR has already delivered the Premises in compliance with this License Agreement and makes no representations or warranties concerning the suitability of the Premises for LICENSEE's purposes.

b. Change in Property. If LICENSOR decides to subdivide, sell or change the status of the Property or its property contiguous thereto, it shall immediately notify LICENSEE in writing so that LICENSEE can take steps necessary to protect LICENSEE's interest in the Premises.

3. TERM: LICENSE FEES: ELECTRICAL.

a. Term. The initial term of this License Agreement will be ten (10) years from the Effective Date (the "Initial Term"). This License Agreement will then automatically renew for up to two (2) additional five (5)-year terms (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth herein, unless either Party provides the other with written notice of its intention not to renew at sixty (60) days prior to the end of the then-current term. The Initial Term and any Extension Terms are collectively referred to as the "Term" or "term" of this License Agreement. It is agreed and understood that this is a license coupled with an interest and that the license hereby conferred is necessary in the interest of public safety. Therefore, this License Agreement may not be terminated by LICENSOR except as expressly set forth herein.

b. Fees. LICENSEE shall pay LICENSOR Ten Dollars and No Cents (\$10.00) for the Initial Term of this License Agreement and for each Extension Term hereof, and LICENSEE agrees to reimburse LICENSOR for any fees imposed on LICENSOR by the U.S. Forest Service as a result of granting this license. If U.S. Forest Service fees imposed on LICENSOR and reimbursed by LICENSEE exceed \$5,000.00 in a calendar year, the Parties agree to meet to discuss an alternative arrangement.

c. Fee Increases. Not applicable.

d. Utilities. LICENSOR shall, at all times during the term of this License Agreement except for power outages and outages necessitated by Site repairs, tests and maintenance (provided, however, that LICENSOR shall provide LICENSEE with prompt written notice of routine scheduled maintenance), provide electrical service access within the Premises. LICENSEE shall be permitted at any time during the term of this License Agreement to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install, at LICENSEE's sole cost and expense, conduits connecting the temporary power source and related appurtenances to the Premises.

4. RIGHT TO RELOCATE. LICENSOR reserves the right, including where LICENSOR intends to demolish the Site, to amend the Property licensed to LICENSEE hereunder and in connection therewith to require that LICENSEE relocate its equipment and facilities from the original Premises at LICENSEE's sole cost and expense, provided that LICENSOR gives LICENSEE no less than one hundred and eighty (180) days' prior written notice and furnishes to LICENSEE a reasonably suitable alternative space for its continued use under the same terms and conditions of this Agreement.

5. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the sole purpose of installing, monitoring, and maintaining the Equipment. LICENSEE will maintain sole ownership of the Equipment, subject to the provisions of Section 1(c) or of any other assignment approved in writing by LICENSOR. All improvements, equipment and conduits shall be at LICENSEE's expense and their installation shall be at the discretion and option of LICENSEE. Subject to approval by LICENSOR, LICENSEE shall have the

right during the term of this License Agreement to replace, repair, add or otherwise modify, at LICENSEE's sole cost and expense, its utilities, equipment and/or conduits or any portion thereof, whether the equipment or conduits are specified or not on any exhibit attached hereto; provided such replacement, repair or modification complies with the terms and conditions of this License Agreement. LICENSEE agrees to remove any obsolete, decommissioned or non-operable Equipment from the Premises within thirty (30) days. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the Effective Date of this License Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and, except as otherwise provided in this License Agreement, shall take no action which would adversely affect the state of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LICENSEE determines that the Premises is no longer technically compatible for its use, or (v) LICENSEE, in its sole discretion, determines that the use for the Premises is obsolete or unnecessary, LICENSEE shall have the right to terminate this License Agreement upon thirty (30) days' written notice to LICENSOR. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing and shall be effective thirty (30) days after receipt of such notice by LICENSEE, or upon such later date as designated by LICENSEE. Upon such termination, this License Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder.

6. ACCESS TO PREMISES. LICENSEE shall schedule all visits to the Premises in advance with LICENSOR's Mountain Operations teams or such other representative designated by LICENSOR and follow the Contractors Access Policy located on the website: <https://www.mammothmountain.com/about/contractor-access>. LICENSEE understands and agrees that the Premises is in a ski area to which access is strictly limited during, and may require the use of a snowmobile during, LICENSOR's winter ski season. LICENSEE shall only access and use the Premises in accordance with the then-current health and safety policies and procedures in effect at the Premises and communicated to LICENSEE in advance of the visit. LICENSEE shall only park in LICENSOR-designated parking areas.

7. MAINTENANCE.

a. Maintenance Obligations of LICENSEE. LICENSEE will maintain the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of LICENSOR pursuant to paragraph b, below, or a third-party licensee at the Premises.

b. Maintenance Obligations of LICENSOR. LICENSOR shall maintain, in good operating condition and repair, the structural elements of the Site and the Premises, and all Site systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas. LICENSOR shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from LICENSEE describing such defect, unless the defect constitutes an emergency, in which case LICENSOR shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. If LICENSOR fails to make such repairs, LICENSEE may do so, and the cost thereof shall be payable by LICENSOR to LICENSEE on demand. In the event of an emergency, LICENSEE, at its option, may make such repairs at LICENSOR's expense, before giving any written notice, but LICENSEE shall notify LICENSOR in writing within three (3) business days following such emergency.

8. INTERFERENCE. LICENSEE agrees to use Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Property. In the event any after-installed LICENSEE's Equipment causes

such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such Equipment and later powering up such Equipment for intermittent testing. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

9. INDEMNIFICATION. LICENSEE agrees to indemnify, defend and hold harmless LICENSOR and Alterra Mountain Company, and their respective officers, directors, shareholders, members, managers, contractors, employees and agents, from and against any and all liability, claims, liens, demands, actions and causes of action whatsoever to the extent arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind to the extent arising from the entry upon or use of the Premises and Property by the LICENSEE or any employee, agent or representative of the LICENSEE (each a "LICENSEE Party" and collectively the "LICENSEE Parties"), or the willful misconduct or grossly negligent acts, errors or omissions of the LICENSEE Parties, or any of them, while conducting any activity on behalf of LICENSEE during the term of this License Agreement. This indemnity shall not extend to damages, losses, costs, injury or death resulting from the active gross negligence or willful misconduct of LICENSOR, its officers, directors, agents, servants or employees. LICENSOR agrees to indemnify, defend and hold harmless LICENSEE and its respective officers, directors, shareholders, members, managers, contractors, employees and agents, from and against any and all liability, claims, liens, demands, actions and causes of action made by a third party to the extent arising out of the willful misconduct or grossly negligent acts, errors or omissions of the LICENSOR or any employee, agent or representative of the LICENSOR (each a "LICENSOR Party" and collectively the "LICENSOR Parties"), while conducting any activity on behalf of LICENSOR during the term of this License Agreement. This indemnity shall not extend to damages, losses, costs, injury or death resulting from the active gross negligence or willful misconduct of LICENSEE, its officers, directors, agents, servants or employees. This Indemnification provision shall survive the termination of this License Agreement.

10. INSURANCE. Upon execution of this License Agreement, LICENSEE shall furnish LICENSOR with evidence of insurance coverage (a "Certificate of Insurance Coverage"). Such Certificate of Insurance shall also name LICENSOR, Alterra Mountain Company, the U.S. Forest Service and any other person(s) as LICENSOR reasonably specifies from time to time as an additional insured.

11. LIMITATION OF LIABILITY. Except for the indemnification obligations expressly set forth herein, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary contained herein, the Parties expressly agree and acknowledge that neither Party shall be responsible or held liable for any acts or omissions committed by a third party not specifically engaged by that Party.

12. ACCESS TO RECORDS/RETENTION. For the purposes of auditing and compliance with the California Public Records Act (Govt. Code § 6250, et seq.), LICENSOR shall have access to any records created or maintained by LICENSEE as a result of the installation and use of the Equipment, and any request therefor shall be made by LICENSOR in accordance with the requirements and procedures set forth in the California Public Records Act. Except where longer retention is required by any applicable federal or state law, LICENSEE shall maintain all required records for at least three (3) years after expiration or other termination of this License Agreement.

13. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the term of this License Agreement, or within one hundred eighty (180) days after any earlier termination of this License Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises and the Property to its original condition, reasonable wear and tear and casualty damage excepted. Notwithstanding the foregoing,

should the Site be inaccessible due to weather conditions for more than fifteen (15) days during the 180-day removal period, then the removal period shall be automatically extended by the number of days of inaccessibility. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the term of this License Agreement, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined below). LICENSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth herein, unless the Parties are negotiating a new license or license extension in good faith.

14. RIGHTS UPON SALE. Should LICENSOR, at any time during the term of this License Agreement decide (i) to sell or transfer all or any part of the Property or the Site to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Site and or Property occupied by LICENSEE, or a larger portion thereof, such sale or grant of an easement or interest therein shall be under and subject to this License Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this License Agreement so long as LICENSEE is not in default of this License Agreement beyond applicable notice and cure periods.

15. TITLE. LICENSOR represents and warrants to LICENSEE as of the Effective Date that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this License Agreement. LICENSOR further covenants that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth herein.

16. INTEGRATION. It is agreed and understood that this License Agreement contains all agreements, promises and understandings between LICENSOR and LICENSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LICENSOR or LICENSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the License Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this License Agreement or to exercise any of its rights under the License Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this License Agreement, in law or in equity. The Parties mutually agree to use good faith efforts to work in a collaborative and timely manner to support each other in carrying out the goals and purposes of this License Agreement.

17. GOVERNING LAW. This License Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of California.

18. ASSIGNMENT. Except as otherwise expressly set forth herein, this License Agreement may not be sold, assigned or transferred without the written consent of LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned.

19. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Licensee: COUNTY OF MONO  
PUBLIC WORKS DIRECTOR  
74 North School Street  
PO Box 457  
Bridgeport, CA 93517



With a copy to: MONO COUNTY COUNSEL  
1290 Tavern Road  
PO Box 2415  
Mammoth Lakes, CA 93546

Licensor: MAMMOTH MOUNTAIN SKI AREA, LLC  
P.O. Box 24  
Mammoth Lakes, CA 93546-0024  
Attn: Government Relations & Environmental Affairs

With a copy sent to:  
Alterra Mountain Company  
3501 Wazee Street, Suite 400  
Denver, CO 80216  
Attention: Chief Legal & Social Responsibility Officer

CalOES: CAL OES PUBLIC SAFETY COMMUNICATIONS  
Attn: CRIS Program Manager  
601 Sequoia Pacific Boulevard  
Sacramento, CA 95811

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUCCESSORS. This License Agreement shall extend to and bind the heirs, personal representatives, successors and permitted assigns of the Parties hereto.

21. SUBORDINATION AND NON-DISTURBANCE. At LICENSOR's option, this License Agreement shall be subordinate to any future master lease, ground lease, sub-lease, mortgage, deed of trust or other security interest (a "Mortgage") by LICENSOR which from time to time may encumber all or part of the Property, Site or right-of-way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this License Agreement to any future Mortgage covering the Site, LICENSOR shall use commercially reasonable efforts to obtain for LICENSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LICENSEE and lender, and shall recognize LICENSEE's right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this License Agreement beyond applicable notice and cure periods.

22. DEFAULT.

a. In the event there is a breach by LICENSEE with respect to any of the provisions of this License Agreement or its obligations under it, LICENSOR shall give LICENSEE written notice of such breach. After receipt of such written notice, LICENSEE shall have sixty (60) days in which to cure any breach, provided LICENSEE shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and LICENSEE commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. LICENSOR may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Section.

b. In the event there is a breach by LICENSOR with respect to any of the provisions of this License Agreement or its obligations under it, LICENSEE shall give LICENSOR written notice of such breach. After receipt of such written notice, LICENSOR shall have sixty (60) days in which to cure

any such breach, provided LICENSOR shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and LICENSOR commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against LICENSOR unless and until LICENSOR has failed to cure the breach within the time periods provided in this Section.

23. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this License Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the License Agreement pursuant to Section 22, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of California; provided, however, LICENSOR shall use reasonable efforts to mitigate its damages in connection with a default by LICENSEE. If either Party so performs any of the obligations of the other Party hereunder, the full amount of the reasonable and actual cost and expense incurred by the performing Party shall immediately be owing by the non-performing Party to the other Party, and the non-performing Party shall pay to the performing Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the rate of ten percent (10%) per annum.

24. CASUALTY. In the event of damage by fire or other casualty to the Site or Premises that cannot reasonably be expected to be repaired within one hundred eighty (180) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than one hundred eighty (180) days, then either Party may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this License Agreement upon fifteen (15) days' prior written notice. Any such notice of termination shall cause this License Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License Agreement.

25. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this License Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Site, LICENSEE, in LICENSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than one hundred eighty (180) days, either Party may, at its option, to be exercised in writing within fifteen (15) days after written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this License Agreement as of the date the condemning authority takes such possession. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this License Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this License Agreement. If this License Agreement is not terminated in accordance with the foregoing, this License Agreement shall remain in full force and effect as to the portion of the Premises remaining. In the event that this License Agreement is not terminated by reason of such condemnation, LICENSOR shall promptly repair any damage to the Premises caused by such condemning authority.

26. PARTIAL INVALIDITY/AUTHORITY. If any provision herein is invalid, it shall be considered deleted from this License Agreement and shall not invalidate the remaining provisions of this License Agreement, as necessary to effectuate the original intent of the Parties. Each of the Parties warrants to the other that the person or persons executing this License Agreement on behalf of such Party has the full right, power and authority to enter into and execute this License Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this License Agreement.

27. APPLICABLE LAWS. During the term of this License Agreement, LICENSOR shall maintain the Property, the Site, Site systems, common areas of the Site, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating and/or prohibiting hazardous materials and substances) (collectively, "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

28. TAXES. LICENSEE shall pay any personal property, real estate taxes, assessments, or charges owed on the Property which are the result of LICENSEE's use of the Premises and/or the installation, maintenance, and operation of LICENSEE's Equipment, plus any sales tax imposed on the rent (except to the extent that LICENSEE is exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arises from LICENSEE's Equipment and/or LICENSEE's use of the Premises.

29. SURVIVAL. The provisions of the License Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this License Agreement. Additionally, any provisions of this License Agreement which require performance subsequent to the termination or expiration of this License Agreement shall also survive such termination or expiration.

30. PREVAILING PARTY. In the event of any action or proceeding to enforce the provisions of this License Agreement, the prevailing Party shall recover its costs and expenses as well as reasonable attorneys' fees, court costs, arbitrator fees and expert witness fees, such fees to be set by the judge or arbitrator and to be included in any award or judgment to be entered in such action or proceeding.

*[REMAINDER OF PAGE BLANK; SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, the parties have caused this License Agreement to be effective as of the Effective Date.

**“LICENSOR”**

Mammoth Mountain Ski Area, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Print Name:  
Its:

**“LICENSEE”**

County of Mono, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Print Name:  
Its:

**“ASSIGNEE”**

**ACCEPTANCE BY CALOES/PSC**

By executing this License Agreement below, the State of California, acting through the Governor’s Office of Emergency Services, Public Safety Communications, hereby accepts the assignment of this License Agreement, as set forth in Section 1(c) hereof.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY AND PREMISES**

The Property is described as follows:

Property at Lincoln Peak, located at 10001 Minaret Rd, Mammoth Lakes, CA 93546, sufficient to locate the Equipment, including the Wiring Space.

The Premises are described and/or depicted as follows:

See attached.

**EXHIBIT "B"**

**CRIS SERVICE AGREEMENT BETWEEN LICENSEE AND ASSIGNEE  
(ATTACHED FOR REFERENCE PURPOSES ONLY)**

## SITE LICENSE AGREEMENT

This Site License Agreement (the "License Agreement"), dated as of [\_\_\_\_\_] (the "Effective Date"), is entered into by and between Mammoth Mountain Ski Area, LLC, a Delaware limited liability company, having a mailing address of PO Box 24, Mammoth Lakes, CA 93546-0024 ("LICENSOR"), and the County of Mono, a political subdivision of the State of California, having an address of 74 School Street, P.O. Box 457, Bridgeport, CA 93517 ("LICENSEE"). LICENSOR and LICENSEE may be referred to herein individually as a "Party" or collectively as the "Parties". In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES AND AUTHORITY.

a. Premises. LICENSOR hereby grants to LICENSEE a license to locate three standard racks of equipment and tower space for antennas and or microwave dishes (the "Equipment") at the June Meadows Chalet (the "Site") located at 3819 Highway 158, June Lake, CA 93529, the underlying real property of which is described in Exhibit "A" attached hereto and made a part hereof (the Site and such real property are hereinafter sometimes collectively referred to as the "Property"). This license further includes such additional space within the Site in locations as reasonably approved by LICENSOR for the installation, operation and maintenance of wires, use of fiber, conduits and pipes and all necessary electrical sources (the "Wiring Space"). Subject to Section 6, LICENSEE shall also have a non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, during operating hours, over the Property and in and through the Site to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LICENSEE's Equipment. The location of the Equipment and the Wiring Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. The size of the Premises may not be increased without LICENSOR's prior approval, which LICENSOR shall not unreasonably withhold or delay when in the interest of public safety.

b. FCC Licensure. The Equipment shall be licensed by the Federal Communications Commission.

c. Assignment. The paramount purpose for which the Parties are entering this License Agreement is to locate the Equipment at the Site, which will be used for public safety purposes. It is agreed and understood that the Equipment will provide a material benefit to both Parties insofar as first responders provide a material benefit to LICENSOR's business. LICENSEE intends to transfer its right, title, and interest in the Equipment to the State of California, acting through the Governor's Office of Emergency Services, Public Safety Communications ("CalOES/PSC"), pursuant to that certain agreement between LICENSEE and CalOES/PSC attached hereto as Exhibit "B" for reference purposes only. Upon acceptance by CalOES/PSC by executing this License Agreement as Assignee, LICENSEE shall be deemed to have assigned its rights, obligations, and interests under this License Agreement to CalOES/PSC; provided, however, that, (1) LICENSEE shall continue to have access to the Site to the extent of any right on behalf of itself or another agency to co-locate public safety communications equipment at the Site, and (2) to the extent of any right or obligation to CalOES/PSC to maintain any facilities at the Site. By entering this License Agreement, LICENSOR expressly consents to the foregoing assignment.

d. No Further Approvals. LICENSOR represents and warrants to LICENSEE that it has all right and authority to enter into this License Agreement with LICENSEE without the need for further consent, approval or permission from any other person or entity. By entering this License Agreement, LICENSOR represents and warrants that this License Agreement does not require further approval from the U.S. Forest Service or any other agency or entity in its current form. If, in LICENSOR's sole discretion, future contemplated changes to this Agreement, the Site, the Property, the Equipment, the Premises, or LICENSEE's use of the license conferred herein require the approval of the U.S. Forest Service or any other agency or entity, then such changes shall not be initiated until such approval is sought and obtained by

LICENSOR.

2. DELIVERY OF PREMISES; CHANGE IN PROPERTY.

a. Delivery of Premises. The Parties acknowledge that LICENSOR has already delivered the Premises in compliance with this License Agreement and makes no representations or warranties concerning the suitability of the Premises for LICENSEE's purposes.

b. Change in Property. If LICENSOR decides to subdivide, sell or change the status of the Property or its property contiguous thereto, it shall immediately notify LICENSEE in writing so that LICENSEE can take steps necessary to protect LICENSEE's interest in the Premises.

3. TERM: LICENSE FEES: ELECTRICAL.

a. Term. The initial term of this License Agreement will be ten (10) years from the Effective Date (the "Initial Term"). This License Agreement will then automatically renew for up to two (2) additional five (5)-year terms (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth herein, unless either Party provides the other with written notice of its intention not to renew at sixty (60) days prior to the end of the then-current term. The Initial Term and any Extension Terms are collectively referred to as the "Term" or "term" of this License Agreement. It is agreed and understood that this is a license coupled with an interest and that the license hereby conferred is necessary in the interest of public safety. Therefore, this License Agreement may not be terminated by LICENSOR except as expressly set forth herein.

b. Fees. LICENSEE shall pay LICENSOR Ten Dollars and No Cents (\$10.00) for the Initial Term of this License Agreement and for each Extension Term hereof, and LICENSEE agrees to reimburse LICENSOR for any fees imposed on LICENSOR by the U.S. Forest Service as a result of granting this license. If U.S. Forest Service fees imposed on LICENSOR and reimbursed by LICENSEE exceed \$5,000.00 in a calendar year, the Parties agree to meet to discuss an alternative arrangement.

c. Fee Increases. Not applicable.

d. Utilities. LICENSOR shall, at all times during the term of this License Agreement except for power outages and outages necessitated by Site repairs, tests and maintenance (provided, however, that LICENSOR shall provide LICENSEE with prompt written notice of routine scheduled maintenance), provide electrical service access within the Premises. LICENSEE shall be permitted at any time during the term of this License Agreement to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install, at LICENSEE's sole cost and expense, conduits connecting the temporary power source and related appurtenances to the Premises.

4. RIGHT TO RELOCATE. LICENSOR reserves the right, including where LICENSOR intends to demolish the Site, to amend the Property licensed to LICENSEE hereunder and in connection therewith to require that LICENSEE relocate its equipment and facilities from the original Premises at LICENSEE's sole cost and expense, provided that LICENSOR gives LICENSEE no less than one hundred and eighty (180) days' prior written notice and furnishes to LICENSEE a reasonably suitable alternative space for its continued use under the same terms and conditions of this Agreement.

5. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the sole purpose of installing, monitoring, and maintaining the Equipment. LICENSEE will maintain sole ownership of the Equipment, subject to the provisions of Section 1(c) or of any other assignment approved in writing by LICENSOR. All improvements, equipment and conduits shall be at LICENSEE's expense and their installation shall be at the discretion and option of LICENSEE. Subject to approval by LICENSOR, LICENSEE shall have the



right during the term of this License Agreement to replace, repair, add or otherwise modify, at LICENSEE's sole cost and expense, its utilities, equipment and/or conduits or any portion thereof, whether the equipment or conduits are specified or not on any exhibit attached hereto; provided such replacement, repair or modification complies with the terms and conditions of this License Agreement. LICENSEE agrees to remove any obsolete, decommissioned or non-operable Equipment from the Premises within thirty (30) days. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the Effective Date of this License Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and, except as otherwise provided in this License Agreement, shall take no action which would adversely affect the state of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LICENSEE determines that the Premises is no longer technically compatible for its use, or (v) LICENSEE, in its sole discretion, determines that the use for the Premises is obsolete or unnecessary, LICENSEE shall have the right to terminate this License Agreement upon thirty (30) days' written notice to LICENSOR. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing and shall be effective thirty (30) days after receipt of such notice by LICENSEE, or upon such later date as designated by LICENSEE. Upon such termination, this License Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder.

6. ACCESS TO PREMISES. LICENSEE shall schedule all visits to the Premises in advance with LICENSOR's Mountain Operations teams or such other representative designated by LICENSOR and follow the Contractors Access Policy located on the website: <https://www.mammothmountain.com/about/contractor-access>. LICENSEE understands and agrees that the Premises is in a ski area to which access is strictly limited during, and may require the use of a snowmobile during, LICENSOR's winter ski season. LICENSEE shall only access and use the Premises in accordance with the then-current health and safety policies and procedures in effect at the Premises and communicated to LICENSEE in advance of the visit. LICENSEE shall only park in LICENSOR-designated parking areas.

7. MAINTENANCE.

a. Maintenance Obligations of LICENSEE. LICENSEE will maintain the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of LICENSOR pursuant to paragraph b, below, or a third-party licensee at the Premises.

b. Maintenance Obligations of LICENSOR. LICENSOR shall maintain, in good operating condition and repair, the structural elements of the Site and the Premises, and all Site systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas. LICENSOR shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from LICENSEE describing such defect, unless the defect constitutes an emergency, in which case LICENSOR shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. If LICENSOR fails to make such repairs, LICENSEE may do so, and the cost thereof shall be payable by LICENSOR to LICENSEE on demand. In the event of an emergency, LICENSEE, at its option, may make such repairs at LICENSOR's expense, before giving any written notice, but LICENSEE shall notify LICENSOR in writing within three (3) business days following such emergency.

8. INTERFERENCE. LICENSEE agrees to use Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Property. In the event any after-installed LICENSEE's Equipment causes

such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such Equipment and later powering up such Equipment for intermittent testing. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

9. INDEMNIFICATION. LICENSEE agrees to indemnify, defend and hold harmless LICENSOR and Alterra Mountain Company, and their respective officers, directors, shareholders, members, managers, contractors, employees and agents, from and against any and all liability, claims, liens, demands, actions and causes of action whatsoever to the extent arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind to the extent arising from the entry upon or use of the Premises and Property by the LICENSEE or any employee, agent or representative of the LICENSEE (each a "LICENSEE Party" and collectively the "LICENSEE Parties"), or the willful misconduct or grossly negligent acts, errors or omissions of the LICENSEE Parties, or any of them, while conducting any activity on behalf of LICENSEE during the term of this License Agreement. This indemnity shall not extend to damages, losses, costs, injury or death resulting from the active gross negligence or willful misconduct of LICENSOR, its officers, directors, agents, servants or employees. LICENSOR agrees to indemnify, defend and hold harmless LICENSEE and its respective officers, directors, shareholders, members, managers, contractors, employees and agents, from and against any and all liability, claims, liens, demands, actions and causes of action made by a third party to the extent arising out of the willful misconduct or grossly negligent acts, errors or omissions of the LICENSOR or any employee, agent or representative of the LICENSOR (each a "LICENSOR Party" and collectively the "LICENSOR Parties"), while conducting any activity on behalf of LICENSOR during the term of this License Agreement. This indemnity shall not extend to damages, losses, costs, injury or death resulting from the active gross negligence or willful misconduct of LICENSEE, its officers, directors, agents, servants or employees. This Indemnification provision shall survive the termination of this License Agreement.

10. INSURANCE. Upon execution of this License Agreement, LICENSEE shall furnish LICENSOR with evidence of insurance coverage (a "Certificate of Insurance Coverage"). Such Certificate of Insurance shall also name LICENSOR, Alterra Mountain Company, the U.S. Forest Service and any other person(s) as LICENSOR reasonably specifies from time to time as an additional insured.

11. LIMITATION OF LIABILITY. Except for the indemnification obligations expressly set forth herein, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary contained herein, the Parties expressly agree and acknowledge that neither Party shall be responsible or held liable for any acts or omissions committed by a third party not specifically engaged by that Party.

12. ACCESS TO RECORDS/RETENTION. For the purposes of auditing and compliance with the California Public Records Act (Govt. Code § 6250, et seq.), LICENSOR shall have access to any records created or maintained by LICENSEE as a result of the installation and use of the Equipment, and any request therefor shall be made by LICENSOR in accordance with the requirements and procedures set forth in the California Public Records Act. Except where longer retention is required by any applicable federal or state law, LICENSEE shall maintain all required records for at least three (3) years after expiration or other termination of this License Agreement.

13. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the term of this License Agreement, or within one hundred eighty (180) days after any earlier termination of this License Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises and the Property to its original condition, reasonable wear and tear and casualty damage excepted. Notwithstanding the foregoing,

should the Site be inaccessible due to weather conditions for more than fifteen (15) days during the 180-day removal period, then the removal period shall be automatically extended by the number of days of inaccessibility. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the term of this License Agreement, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined below). LICENSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth herein, unless the Parties are negotiating a new license or license extension in good faith.

14. RIGHTS UPON SALE. Should LICENSOR, at any time during the term of this License Agreement decide (i) to sell or transfer all or any part of the Property or the Site to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Site and or Property occupied by LICENSEE, or a larger portion thereof, such sale or grant of an easement or interest therein shall be under and subject to this License Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this License Agreement so long as LICENSEE is not in default of this License Agreement beyond applicable notice and cure periods.

15. TITLE. LICENSOR represents and warrants to LICENSEE as of the Effective Date that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this License Agreement. LICENSOR further covenants that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth herein.

16. INTEGRATION. It is agreed and understood that this License Agreement contains all agreements, promises and understandings between LICENSOR and LICENSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LICENSOR or LICENSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the License Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this License Agreement or to exercise any of its rights under the License Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this License Agreement, in law or in equity. The Parties mutually agree to use good faith efforts to work in a collaborative and timely manner to support each other in carrying out the goals and purposes of this License Agreement.

17. GOVERNING LAW. This License Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of California.

18. ASSIGNMENT. Except as otherwise expressly set forth herein, this License Agreement may not be sold, assigned or transferred without the written consent of LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned.

19. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Licensee: COUNTY OF MONO  
PUBLIC WORKS DIRECTOR  
74 North School Street  
PO Box 457  
Bridgeport, CA 93517

With a copy to: MONO COUNTY COUNSEL  
1290 Tavern Road  
PO Box 2415  
Mammoth Lakes, CA 93546

Licensor: MAMMOTH MOUNTAIN SKI AREA, LLC  
P.O. Box 24  
Mammoth Lakes, CA 93546-0024  
Attn: Government Relations & Environmental Affairs

With a copy sent to:  
Alterra Mountain Company  
3501 Wazee Street, Suite 400  
Denver, CO 80216  
Attention: Chief Legal & Social Responsibility Officer

CalOES: CAL OES PUBLIC SAFETY COMMUNICATIONS  
Attn: CRIS Program Manager  
601 Sequoia Pacific Boulevard  
Sacramento, CA 95811

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUCCESSORS. This License Agreement shall extend to and bind the heirs, personal representatives, successors and permitted assigns of the Parties hereto.

21. SUBORDINATION AND NON-DISTURBANCE. At LICENSOR's option, this License Agreement shall be subordinate to any future master lease, ground lease, sub-lease, mortgage, deed of trust or other security interest (a "Mortgage") by LICENSOR which from time to time may encumber all or part of the Property, Site or right-of-way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this License Agreement to any future Mortgage covering the Site, LICENSOR shall use commercially reasonable efforts to obtain for LICENSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LICENSEE and lender, and shall recognize LICENSEE's right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this License Agreement beyond applicable notice and cure periods.

22. DEFAULT.

a. In the event there is a breach by LICENSEE with respect to any of the provisions of this License Agreement or its obligations under it, LICENSOR shall give LICENSEE written notice of such breach. After receipt of such written notice, LICENSEE shall have sixty (60) days in which to cure any breach, provided LICENSEE shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and LICENSEE commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. LICENSOR may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Section.

b. In the event there is a breach by LICENSOR with respect to any of the provisions of this License Agreement or its obligations under it, LICENSEE shall give LICENSOR written notice of such breach. After receipt of such written notice, LICENSOR shall have sixty (60) days in which to cure

any such breach, provided LICENSOR shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and LICENSOR commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against LICENSOR unless and until LICENSOR has failed to cure the breach within the time periods provided in this Section.

23. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this License Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the License Agreement as set forth in Section 22 above, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of California; provided, however, LICENSOR shall use reasonable efforts to mitigate its damages in connection with a default by LICENSEE. If either Party so performs any of the obligations of the other Party hereunder, the full amount of the reasonable and actual cost and expense incurred by the performing Party shall immediately be owing by the non-performing Party to the other Party, and the non-performing Party shall pay to the performing Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the rate of ten percent (10%) per annum.

24. CASUALTY. In the event of damage by fire or other casualty to the Site or Premises that cannot reasonably be expected to be repaired within one hundred eighty (180) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than one hundred eighty (180) days, then either Party may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this License Agreement upon fifteen (15) days' prior written notice. Any such notice of termination shall cause this License Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License Agreement.

25. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this License Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Site, LICENSEE, in LICENSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than one hundred eighty (180) days, either Party may, at its option, to be exercised in writing within fifteen (15) days after written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this License Agreement as of the date the condemning authority takes such possession. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this License Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this License Agreement. If this License Agreement is not terminated in accordance with the foregoing, this License Agreement shall remain in full force and effect as to the portion of the Premises remaining. In the event that this License Agreement is not terminated by reason of such condemnation, LICENSOR shall promptly repair any damage to the Premises caused by such condemning authority.

26. PARTIAL INVALIDITY/AUTHORITY. If any provision herein is invalid, it shall be considered deleted from this License Agreement and shall not invalidate the remaining provisions of this License Agreement, as necessary to effectuate the original intent of the Parties. Each of the Parties warrants to the other that the person or persons executing this License Agreement on behalf of such Party has the full right, power and authority to enter into and execute this License Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this License Agreement.

27. APPLICABLE LAWS. During the term of this License Agreement, LICENSOR shall maintain the Property, the Site, Site systems, common areas of the Site, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating and/or prohibiting hazardous materials and substances) (collectively, "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

28. TAXES. LICENSEE shall pay any personal property, real estate taxes, assessments, or charges owed on the Property which are the result of LICENSEE's use of the Premises and/or the installation, maintenance, and operation of LICENSEE's Equipment, plus any sales tax imposed on the rent (except to the extent that LICENSEE is exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arises from LICENSEE's Equipment and/or LICENSEE's use of the Premises.

29. SURVIVAL. The provisions of the License Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this License Agreement. Additionally, any provisions of this License Agreement which require performance subsequent to the termination or expiration of this License Agreement shall also survive such termination or expiration.

30. PREVAILING PARTY. In the event of any action or proceeding to enforce the provisions of this License Agreement, the prevailing Party shall recover its costs and expenses as well as reasonable attorneys' fees, court costs, arbitrator fees and expert witness fees, such fees to be set by the judge or arbitrator and to be included in any award or judgment to be entered in such action or proceeding.

*[REMAINDER OF PAGE BLANK; SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, the parties have caused this License Agreement to be effective as of the Effective Date.

**“LICENSOR”**

Mammoth Mountain Ski Area, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Print Name:  
Its:

**“LICENSEE”**

County of Mono, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Print Name:  
Its:

**“ASSIGNEE”**

**ACCEPTANCE BY CALOES/PSC**

By executing this License Agreement below, the State of California, acting through the Governor’s Office of Emergency Services, Public Safety Communications, hereby accepts the assignment of this License Agreement, as set forth in Section 1(c) hereof.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY AND PREMISES**

The Property is described as follows:

Property at the June Meadows Chalet (the "Site") located at 3819 Highway 158, June Lake, CA 93529, sufficient to locate the Equipment, including the Wiring Space.

The Premises are described and/or depicted as follows:

See attached.



**EXHIBIT "B"**

**CRIS SERVICE AGREEMENT BETWEEN LICENSEE AND ASSIGNEE  
(ATTACHED FOR REFERENCE PURPOSES ONLY)**

## SITE LICENSE AGREEMENT

This Site License Agreement (the "License Agreement"), dated as of [\_\_\_\_\_] (the "Effective Date"), is entered into by and between the Mammoth Fire Protection District, a California special district, having an address of 3150 Main Street, P.O. Box 5, Mammoth Lakes, CA 93546 ("LICENSOR"), and the County of Mono, a political subdivision of the State of California, having an address of 74 School Street, P.O. Box 457, Bridgeport, CA 93517 ("LICENSEE"). LICENSOR and LICENSEE may be referred to herein individually as a "Party" or collectively as the "Parties". In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

### 1. PREMISES AND AUTHORITY.

a. Premises. LICENSOR hereby grants to LICENSEE a license to locate three standard racks of equipment and tower space for antennas and or microwave dishes (the "Equipment") at District Station No. 1 (the "Site") located at 3150 Main Street, Mammoth Lakes, CA 93546, the underlying real property of which is described in Exhibit "A" attached hereto and made a part hereof (the Site and such real property are hereinafter sometimes collectively referred to as the "Property"). This license further includes such additional space within the Site in locations as reasonably approved by LICENSOR for the installation, operation and maintenance of wires, conduits and pipes and all necessary electrical sources (the "Wiring Space"). LICENSEE shall also have a non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, during operating hours, over the Property and in and through the Site to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LICENSEE's Equipment. The location of the Equipment and the Wiring Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. The size of the Premises may not be increased without LICENSOR's prior approval, which LICENSOR shall not unreasonably withhold or delay when in the interest of public safety.

b. FCC Licensure. LICENSEE shall ensure that the Equipment is licensed by the Federal Communications Commission.

c. Assignment. The paramount purpose for which the Parties are entering this License Agreement is to locate the Equipment at the Site, which will be used for public safety purposes. It is agreed and understood that the Equipment will provide a material benefit to both Parties because LICENSOR intends to use the Equipment for communications purposes. LICENSEE intends to transfer its right, title, and interest in the Equipment to the State of California, acting through the Governor's Office of Emergency Services, Public Safety Communications ("CalOES/PSC"), pursuant to that certain agreement between LICENSEE and CalOES/PSC attached hereto as Exhibit "B" for reference purposes only. Upon acceptance by CalOES/PSC by executing this License Agreement as Assignee, LICENSEE shall be deemed to have assigned its rights, obligations, and interests under this License Agreement to CalOES/PSC; provided, however, that, (1) LICENSEE shall continue to have access to the Site to the extent of any right on behalf of itself or another agency to co-locate public safety communications equipment at the Site, and (2) to the extent of any right or obligation to CalOES/PSC to maintain any facilities at the Site. By entering this License Agreement, LICENSOR expressly consents to the foregoing assignment.

d. No Further Approvals. LICENSOR represents and warrants to LICENSEE that it has all right and authority to enter into this License Agreement with LICENSEE without the need for further consent, approval or permission from any other person or entity.

### 2. DELIVERY OF PREMISES; CHANGE IN PROPERTY.

a. Delivery of Premises. The Parties acknowledge that LICENSOR has already delivered the Premises in compliance with this License Agreement and makes no representations or warranties concerning the suitability of the Premises for LICENSEE's purposes.

b. Change in Property. If LICENSOR decides to subdivide, sell or change the status of the Property or its property contiguous thereto, it shall immediately notify LICENSEE in writing so that LICENSEE can take steps necessary to protect LICENSEE's interest in the Premises.

3. TERM: LICENSE FEES: ELECTRICAL.

a. Term. The initial term of this License Agreement will be ten (10) years from the Effective Date (the "Initial Term"). Unless notice of termination is given by LICENSOR at least one hundred eighty (180) days' prior to the termination of the initial or first renewal term (the "termination notice deadline") or, in case of any material breach hereof following said termination notice deadline, unless notice of termination is given upon failure to cure such breach upon not less than thirty (30) days' notice, this License Agreement will automatically renew for up to two (2) additional five (5)-year terms (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth herein. The Initial Term and any Extension Terms are collectively referred to as the "Term" or "term" of this License Agreement. It is agreed and understood that this is a license coupled with an interest and that the license hereby conferred is necessary in the interest of public safety. Therefore, this License Agreement may not be terminated by LICENSOR except as expressly set forth herein.

b. Fees. LICENSEE shall pay LICENSOR Ten Dollars and No Cents (\$10.00) for the Initial Term of this License Agreement and for each Extension Term hereof.

c. Fee Increases. Not applicable.

d. Utilities. LICENSOR shall, at all times during the term of this License Agreement except for power outages and outages necessitated by Site repairs, tests and maintenance (provided, however, that LICENSOR shall provide LICENSEE with prompt written notice of routine scheduled maintenance), provide electrical service access within the Premises. LICENSEE shall be permitted at any time during the term of this License Agreement to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install, at LICENSEE's sole cost and expense, conduits connecting the temporary power source and related appurtenances to the Premises.

4. RIGHT TO RELOCATE. LICENSOR reserves the right, including where LICENSOR intends to demolish the Site, to amend the Property licensed to LICENSEE hereunder and in connection therewith to require that LICENSEE relocate its equipment and facilities from the original Premises at LICENSEE's sole cost and expense, provided that LICENSOR gives LICENSEE no less than one hundred and eighty (180) days' prior written notice and furnishes to LICENSEE a reasonably suitable alternative space for its continued use under the same terms and conditions of this Agreement.

5. USE: GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the sole purpose of installing, monitoring, and maintaining the Equipment. LICENSEE will maintain sole ownership of the Equipment, subject to the provisions of Section 1(c) or of any other assignment approved in writing by LICENSOR. All improvements, equipment and conduits shall be at LICENSEE's expense and their installation shall be at the discretion and option of LICENSEE. Subject to approval by LICENSOR, LICENSEE shall have the right during the term of this License Agreement to replace, repair, add or otherwise modify, at LICENSEE's sole cost and expense, its utilities, equipment and/or conduits or any portion thereof, whether the equipment or conduits are specified or not on any exhibit attached hereto; provided such replacement, repair or modification complies with the terms and conditions of this License Agreement. LICENSEE agrees to remove any obsolete, decommissioned or non-operable Equipment from the Premises within thirty (30) days. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the Effective Date of this License Agreement all the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities. LICENSOR shall cooperate with

LICENSEE in its effort to obtain such approvals and, except as otherwise provided in this License Agreement, shall take no action which would adversely affect the state of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LICENSEE determines that the Premises is no longer technically compatible for its use, or (v) LICENSEE, in its sole discretion, determines that the use for the Premises is obsolete or unnecessary, LICENSEE shall have the right to terminate this License Agreement upon thirty (30) days' written notice to LICENSOR. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing and shall be effective thirty (30) days after receipt of such notice by LICENSEE, or upon such later date as designated by LICENSEE. Upon such termination, this License Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder.

6. Intentionally omitted.

7. MAINTENANCE.

a. Maintenance Obligations of LICENSEE. LICENSEE will maintain the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of LICENSOR pursuant to paragraph b, below, or a third-party licensee at the Premises.

b. Maintenance Obligations of LICENSOR. Insofar as may be relevant to LICENSEE's operations at the Site, LICENSOR shall maintain, in good operating condition and repair, the structural elements of the Site and the Premises, and all Site systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas. LICENSOR shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from LICENSEE describing such defect, unless the defect constitutes an emergency, in which case LICENSOR shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. If LICENSOR fails to make such repairs, LICENSEE may do so, and the cost thereof shall be payable by LICENSOR to LICENSEE on demand. In the event of an emergency, LICENSEE, at its option, may make such repairs at LICENSOR's expense, before giving any written notice, but LICENSEE shall notify LICENSOR in writing within three (3) business days following such emergency.

8. INTERFERENCE. LICENSEE agrees to use Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Property. In the event any after-installed LICENSEE's Equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such Equipment and later powering up such Equipment for intermittent testing.

9. INDEMNIFICATION. LICENSEE agrees to indemnify, defend and hold harmless LICENSOR and its respective officers, employees, and agents, from and against any and all liability, claims, liens, demands, actions and causes of action whatsoever to the extent arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind to the extent arising from the entry upon or use of the Premises and Property by the LICENSEE or any employee, agent, representative, or assignee of the LICENSEE (each a "LICENSEE Party" and collectively the "LICENSEE Parties"), or the willful misconduct or grossly negligent acts, errors or omissions of the LICENSEE Parties, or any of them, while conducting any activity on behalf of LICENSEE during the term of this License Agreement. This indemnity shall not extend to damages, losses, costs, injury or death resulting from the active gross negligence or willful misconduct of LICENSOR, its officers, agents, servants, or employees. LICENSOR agrees to indemnify, defend and hold

harmless LICENSEE and its respective officers, employees, and agents, from and against any and all liability, claims, liens, demands, actions and causes of action made by a third party to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the LICENSOR or any employee, agent, representative, or assignee of the LICENSOR (each a "LICENSOR Party" and collectively the "LICENSOR Parties"), while conducting any activity on behalf of LICENSOR during the term of this License Agreement. This indemnity shall not extend to damages, losses, costs, injury or death resulting from the active gross negligence or willful misconduct of LICENSEE, its officers, agents, servants, or employees. This Indemnification provision shall survive the termination of this License Agreement.

10. INSURANCE. Upon execution of this License Agreement, LICENSEE shall furnish LICENSOR with evidence of insurance coverage (a "Certificate of Insurance Coverage"). Such Certificate of Insurance shall also name LICENSOR and any other person(s) as LICENSOR reasonably specifies from time to time as an additional insured.

11. LIMITATION OF LIABILITY. Except for the indemnification obligations expressly set forth herein, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary contained herein, the Parties expressly agree and acknowledge that neither Party shall be responsible or held liable for any acts or omissions committed by a third party not specifically engaged by that Party.

12. ACCESS TO RECORDS/RETENTION. For the purposes of auditing and compliance with the California Public Records Act (Govt. Code § 7920.000, et seq.), LICENSOR shall have access to any records created or maintained by LICENSEE as a result of the installation and use of the Equipment, and any request therefor shall be made by LICENSOR in accordance with the requirements and procedures set forth in the California Public Records Act. Except where longer retention is required by any applicable federal or state law, LICENSEE shall maintain all required records for at least three (3) years after expiration or other termination of this License Agreement.

13. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the term of this License Agreement, or within three hundred sixty-five (365) days after any earlier termination of this License Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises and the Property to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the term of this License Agreement, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined below). LICENSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth herein, unless the Parties are negotiating a new license or license extension in good faith.

14. RIGHTS UPON SALE. Should LICENSOR, at any time during the term of this License Agreement decide (i) to sell or transfer all or any part of the Property or the Site to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Site and or Property occupied by LICENSEE, or a larger portion thereof, such sale or grant of an easement or interest therein shall be under and subject to this License Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this License Agreement so long as LICENSEE is not in default of this License Agreement beyond applicable notice and cure periods.

15. TITLE. LICENSOR represents and warrants to LICENSEE as of the Effective Date that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this License Agreement. LICENSOR further covenants that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth herein.

16. INTEGRATION. It is agreed and understood that this License Agreement contains all agreements, promises and understandings between LICENSOR and LICENSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LICENSOR or LICENSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the License Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this License Agreement or to exercise any of its rights under the License Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this License Agreement, in law or in equity. The Parties mutually agree to use good faith efforts to work in a collaborative and timely manner to support each other in carrying out the goals and purposes of this License Agreement.

17. GOVERNING LAW. This License Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of California.

18. ASSIGNMENT. Except as otherwise expressly set forth herein, this License Agreement may not be sold, assigned or transferred without the written consent of LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned.

19. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Licensee: COUNTY OF MONO  
DIRECTOR OF EMERGENCY SERVICES  
74 North School Street  
PO Box 696  
Bridgeport, CA 93517

With a copy to: MONO COUNTY COUNSEL  
1290 Tavern Road  
PO Box 2415  
Mammoth Lakes, CA 93546

Licensor: MAMMOTH LAKES FIRE PROTECTION DISTRICT  
Attn: Fire Chief  
3150 Main Street  
P.O. Box 5  
Mammoth Lakes, CA 93546

CalOES: CAL OES PUBLIC SAFETY COMMUNICATIONS  
Attn: CRIS Program Manager  
601 Sequoia Pacific Boulevard  
Sacramento, CA 95811

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUCCESSORS. This License Agreement shall extend to and bind the heirs, personal representatives,

successors and permitted assigns of the Parties hereto.

21. SUBORDINATION AND NON-DISTURBANCE. At LICENSOR's option, this License Agreement shall be subordinate to any future master lease, ground lease, sub-lease, mortgage, deed of trust or other security interest (a "Mortgage") by LICENSOR which from time to time may encumber all or part of the Property, Site or right-of-way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this License Agreement to any future Mortgage covering the Site, LICENSOR shall use commercially reasonable efforts to obtain for LICENSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LICENSEE and lender, and shall recognize LICENSEE's right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this License Agreement beyond applicable notice and cure periods.

22. DEFAULT.

a. In the event there is a breach by LICENSEE with respect to any of the provisions of this License Agreement or its obligations under it, LICENSOR shall give LICENSEE written notice of such breach. After receipt of such written notice, LICENSEE shall have sixty (60) days in which to cure any breach, provided LICENSEE shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and LICENSEE commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. LICENSOR may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Section.

b. In the event there is a breach by LICENSOR with respect to any of the provisions of this License Agreement or its obligations under it, LICENSEE shall give LICENSOR written notice of such breach. After receipt of such written notice, LICENSOR shall have sixty (60) days in which to cure any such breach, provided LICENSOR shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and LICENSOR commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against LICENSOR unless and until LICENSOR has failed to cure the breach within the time periods provided in this Section.

c. If any default is not cured within the times allowed by this Section, then in addition to other rights available at law, in equity, or pursuant to this Agreement, the non-defaulting party may, by notice to the other party, terminate this Agreement.

23. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this License Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the License Agreement as set forth in Section 22 above, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of California; provided, however, LICENSOR shall use reasonable efforts to mitigate its damages in connection with a default by LICENSEE. If either Party so performs any of the obligations of the other Party hereunder, the full amount of the reasonable and actual cost and expense incurred by the performing Party shall immediately be owing by the non-performing Party to the other Party, and the non-performing Party shall pay to the performing Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the rate of ten percent (10%) per annum.

24. CASUALTY. In the event of damage by fire or other casualty to the Site or Premises that cannot reasonably be expected to be repaired within one hundred eighty (180) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than one hundred eighty (180) days, then either Party may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this License Agreement upon fifteen (15) days' prior written notice. Any such notice of termination shall cause this License Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License Agreement.

25. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this License Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Site, LICENSEE, in LICENSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than one hundred eighty (180) days, either Party may, at its option, to be exercised in writing within fifteen (15) days after written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this License Agreement as of the date the condemning authority takes such possession. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this License Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this License Agreement. If this License Agreement is not terminated in accordance with the foregoing, this License Agreement shall remain in full force and effect as to the portion of the Premises remaining. In the event that this License Agreement is not terminated by reason of such condemnation, LICENSOR shall promptly repair any damage to the Premises caused by such condemning authority.

26. PARTIAL INVALIDITY/AUTHORITY. If any provision herein is invalid, it shall be considered deleted from this License Agreement and shall not invalidate the remaining provisions of this License Agreement, as necessary to effectuate the original intent of the Parties. Each of the Parties warrants to the other that the person or persons executing this License Agreement on behalf of such Party has the full right, power and authority to enter into and execute this License Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this License Agreement.

27. APPLICABLE LAWS. During the term of this License Agreement, LICENSOR shall maintain the Property, the Site, Site systems, common areas of the Site, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating and/or prohibiting hazardous materials and substances) (collectively, "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

28. TAXES. LICENSEE shall pay any personal property, real estate taxes, assessments, or charges owed on the Property which are the result of LICENSEE's use of the Premises and/or the installation, maintenance, and



operation of LICENSEE's Equipment, plus any sales tax imposed on the rent (except to the extent that LICENSEE is exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arises from LICENSEE's Equipment and/or LICENSEE's use of the Premises.

29. SURVIVAL. The provisions of the License Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this License Agreement. Additionally, any provisions of this License Agreement which require performance subsequent to the termination or expiration of this License Agreement shall also survive such termination or expiration.

30. PREVAILING PARTY. In the event of any action or proceeding to enforce the provisions of this License Agreement, the prevailing Party shall recover its costs and expenses as well as reasonable attorneys' fees, court costs, arbitrator fees and expert witness fees, such fees to be set by the judge or arbitrator and to be included in any award or judgment to be entered in such action or proceeding.

**IN WITNESS WHEREOF**, the parties have caused this License Agreement to be effective as of the Effective Date.

**“LICENSOR”**

Mammoth Lakes Fire Protection District,  
a California special district

By: \_\_\_\_\_  
Print Name:  
Its:

**“LICENSEE”**

County of Mono, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Print Name:  
Its:

**“ASSIGNEE”**

**ACCEPTANCE BY CALOES/PSC**

By executing this License Agreement below, the State of California, acting through the Governor’s Office of Emergency Services, Public Safety Communications, hereby accepts the assignment of this License Agreement, as set forth in Section 1(c) hereof.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY AND PREMISES**

The Property is described as follows:

Property at Mammoth Lakes Fire Protection District Station No. 1 (the "Site") located at 3150 Main Street, Mammoth Lakes, CA 93546, sufficient to locate the Equipment, including the Wiring Space.

The Premises are described and/or depicted as follows:

PARCEL 58 OF PARCEL MAP NO. 35-01 IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 35 PAGE 1 OF PARCEL MAPS, RECORDS OF SAID COUNTY

APN: 035-010-058-000

**EXHIBIT "B"**

**CRIS SERVICE AGREEMENT BETWEEN LICENSEE AND ASSIGNEE  
(ATTACHED FOR REFERENCE PURPOSES ONLY)**

## LEASE AGREEMENT

This Lease Agreement, dated as of [\_\_\_\_\_] (the “Effective Date”), is entered into by and between Antelope Valley Fire Protection District, a California special district, having an address of 1166 Larson Lane, Coleville, CA 96107 (“LESSOR”), and the County of Mono, a political subdivision of the State of California, having an address of 74 School Street, P.O. Box 457, Bridgeport, CA 93517 (“LESSEE”). LESSOR and LESSEE may be referred to herein individually as a “Party” or collectively as the “Parties”. In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

### 1. PREMISES AND AUTHORITY.

a. Premises. LESSOR hereby grants to LESSEE the following rights in interest in the land located at 1166 Larson Lane, Coleville, CA 96017 (the “Property”), which rights and interests are collectively referred to herein as the “Premises”:

A ground lease to the area depicted in Exhibit “A” hereto for the purposes of erecting a six-foot by nine-foot Amprod shelter (the “Lease Area”), which shelter shall be and remain the property of LESSEE;

TOGETHER WITH the following rights appurtenant to LESSEE’s rights in the Lease Area:

The right to locate a LESSEE-owned generator next to the Lease Area,

The right to extend and/or supply electricity to the Amprod shelter, such electricity to be billed to or otherwise paid for by LESSEE,

The right to extend and/or supply propane service to the generator, and

The right to extend “Digital 395” fiber service to the Amprod shelter, such service to be billed to or otherwise paid for by LESSEE;

TOGETHER WITH a license coupled with an interest to locate a minimum of two antennae and related equipment, as necessary or convenient, in appropriate locations on the LESSOR’s existing tower located behind the existing fire station, including by placing one antenna in the top position;

TOGETHER WITH such additional rights in additional spaces located on the Property in locations reasonably approved by LESSOR for the installation, operation, and maintenance of wires, conduits, pipes, and all other equipment necessary or convenient for the operation of the communications system or network contemplated in this Lease Agreement; and

TOGETHER WITH the nonexclusive right at all times to ingress and egress from the Property to the Lease Area and to LESSEE’s equipment, except when necessary to restrict such access in the interest of public safety.

In addition to the foregoing rights, LESSOR shall coordinate the movement and adjustment of storage cargo containers or similar equipment as may interfere with the proposed Lease Area.

The size of the Lease Area, and LESSEE’s rights in the Premises, may not be expanded without LESSOR’s approval, which it shall not unreasonably withhold or delay in the interest of public safety.

For greater clarity:

LESSEE’s rights in the Premises shall not be terminated unless and until LESSEE’s lease rights

in the in the Lease Area are terminated in accordance with this Lease Agreement; and

LESSOR reserves the right, including where LESSOR intends to demolish any part of the Property, to alter LESSEE's rights hereunder and to require LESSEE to relocate its equipment and facilities at its own expense, provided that LESSOR gives LESSEE no less than one hundred eighty (180) days' prior written notice and agrees to amend this Lease Agreement to furnish LESSEE with reasonably suitable alternative space on the Property for LESSEE's operations under this Lease Agreement.

b. FCC Licensure. The Equipment shall be licensed by the Federal Communications Commission.

c. Assignment. The paramount purpose for which the Parties are entering this Lease Agreement is to locate the Equipment at the Property, which will be used for public safety purposes. It is agreed and understood that the Equipment will provide a material benefit to both Parties because LESSOR intends to use the Equipment for communications purposes. LESSEE intends to transfer its right, title, and interest in the Equipment to the State of California, acting through the Governor's Office of Emergency Services, Public Safety Communications ("CalOES/PSC"), pursuant to that certain agreement between LESSEE and CalOES/PSC attached hereto as Exhibit "B" for reference purposes only. Upon acceptance by CalOES/PSC by executing this Lease Agreement as Assignee, LESSEE shall be deemed to have assigned its rights, obligations, and interests under this Lease Agreement to CalOES/PSC; provided, however, that, (1) LESSEE shall continue to have access to the Premises to the extent of any right on behalf of itself or another agency to co-locate public safety communications equipment at the Premises, and (2) to the extent of any right or obligation to CalOES/PSC to maintain any facilities at the Premises. By entering this Lease Agreement, LESSOR expressly consents to the foregoing assignment.

d. No Further Approvals. LESSOR represents and warrants to LESSEE that it has all right and authority to enter into this Lease Agreement with LESSEE without the need for further consent, approval or permission from any other person or entity.

## 2. DELIVERY OF PREMISES; CHANGE IN PROPERTY.

a. Delivery of Premises. The Parties acknowledge that LESSOR has already delivered the Premises in compliance with this Lease Agreement and makes no representations or warranties concerning the suitability of the Premises for LESSEE's purposes.

b. Change in Property. If LESSOR decides to subdivide, sell or change the status of the Property or its property contiguous thereto, it shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

## 3. TERM: LICENSE FEES: ELECTRICAL.

a. Term. The initial term of this Lease Agreement will be ten (10) years from the Effective Date (the "Initial Term"). This Lease Agreement will then automatically renew for up to two (2) additional five (5)-year terms (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth herein. The Initial Term and any Extension Terms are collectively referred to as the "Term" or "term" of this Lease Agreement. This Lease Agreement may not be terminated by LESSOR except as expressly set forth herein.

b. Rent. LESSEE shall pay LESSOR Ten Dollars and No Cents (\$10.00) for the Initial Term of this Lease Agreement and for each Extension Term hereof.

c. Utilities. LESSEE shall be permitted at any time during the term of this Lease Agreement to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within

the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install, at LESSEE's sole cost and expense, conduits connecting the temporary power source and related appurtenances to the Premises.

4. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the sole purpose of installing, monitoring, and maintaining the Equipment. LESSEE will maintain sole ownership of the Equipment, subject to the provisions of Section 1(c) or of any other assignment approved in writing by LESSOR. All improvements, equipment and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. Subject to approval by LESSOR, LESSEE shall have the right during the term of this Lease Agreement to replace, repair, add or otherwise modify, at LESSEE's sole cost and expense, its utilities, equipment and/or conduits or any portion thereof, whether the equipment or conduits are specified or not on any exhibit attached hereto; provided such replacement, repair or modification complies with the terms and conditions of this Lease Agreement. LESSEE agrees to remove any obsolete, decommissioned or non-operable Equipment from the Premises within thirty (30) days. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the Effective Date of this Lease Agreement all the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and, except as otherwise provided in this Lease Agreement, shall take no action which would adversely affect the state of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that the Premises are no longer technically compatible for their use, or (v) LESSEE, in its sole discretion, determines that the use for the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Lease Agreement upon thirty (30) days' written notice to LESSOR. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing and shall be effective thirty (30) days after receipt of such notice by LESSOR, or upon such later date as designated by LESSEE. Upon such termination, this Lease Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder.

5. MAINTENANCE.

a. Maintenance Obligations of LESSEE. LESSEE will maintain the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of LESSOR pursuant to paragraph b, below, or a third-party at the Premises.

b. Maintenance Obligations of LESSOR. Insofar as may be relevant to LESSEE's operations of the Premises, LESSOR shall maintain, in good operating condition and repair, the structural elements of the Property (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas. LESSOR shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from LESSEE describing such defect, unless the defect constitutes an emergency, in which case LESSOR shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. If LESSOR fails to make such repairs, LESSEE may do so, and the cost thereof shall be payable by LESSOR to LESSEE on demand. In the event of an emergency, LESSEE, at its option, may make such repairs at LESSOR's expense, before giving any written notice, but LESSEE shall notify LESSOR in writing within three (3) business days following such emergency.

6. INTERFERENCE. LESSEE agrees to use Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other licensees of the Property. In the event any after-installed LESSEE's Equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all

commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such Equipment and later powering up such Equipment for intermittent testing.

7. INDEMNIFICATION. LESSEE agrees to indemnify, defend and hold harmless LESSOR and its respective officers, employees, and agents, from and against any and all liability, claims, liens, demands, actions and causes of action whatsoever to the extent arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind to the extent arising from the entry upon or use of the Premises and Property by the LESSEE or any employee, agent or representative of the LESSEE (each a "LESSEE Party" and collectively the "LESSEE Parties"), or the willful misconduct or grossly negligent acts, errors or omissions of the LESSEE Parties, or any of them, while conducting any activity on behalf of LESSEE during the term of this Lease Agreement. This indemnity shall not extend to damages, losses, costs, injury or death resulting from the active gross negligence or willful misconduct of LESSOR, its officers, agents, servants, or employees. LESSOR agrees to indemnify, defend and hold harmless LESSEE and its respective officers, employees, and agents, from and against any and all liability, claims, liens, demands, actions and causes of action made by a third party to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the LESSOR or any employee, agent or representative of the LESSOR (each a "LESSOR Party" and collectively the "LESSOR Parties"), while conducting any activity on behalf of LESSOR during the term of this Lease Agreement. This indemnity shall not extend to damages, losses, costs, injury or death resulting from the active gross negligence or willful misconduct of LESSEE, its officers, agents, servants, or employees. This Indemnification provision shall survive the termination of this Lease Agreement.

8. INSURANCE. Upon execution of this Lease Agreement, LESSEE shall furnish LESSOR with evidence of insurance coverage (a "Certificate of Insurance Coverage"). Such Certificate of Insurance shall also name LESSOR and any other person(s) as LESSOR reasonably specifies from time to time as an additional insured.

9. LIMITATION OF LIABILITY. Except for the indemnification obligations expressly set forth herein, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary contained herein, the Parties expressly agree and acknowledge that neither Party shall be responsible or held liable for any acts or omissions committed by a third party not specifically engaged by that Party.

10. ACCESS TO RECORDS/RETENTION. For the purposes of auditing and compliance with the California Public Records Act (Govt. Code § 6250, et seq.), LESSOR shall have access to any records created or maintained by LESSEE as a result of the installation and use of the Equipment, and any request therefor shall be made by LESSOR in accordance with the requirements and procedures set forth in the California Public Records Act. Except where longer retention is required by any applicable federal or state law, LESSEE shall maintain all required records for at least three (3) years after expiration or other termination of this Lease Agreement.

11. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the term of this Lease Agreement, or within three hundred sixty-five (365) days after any earlier termination of this Lease Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises and the Property to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the term of this Lease Agreement, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined below). LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth herein, unless the Parties are negotiating a new license or license extension in good faith.

12. RIGHTS UPON SALE. Should LESSOR, at any time during the term of this Lease Agreement decide (i)

to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, such sale or grant of an easement or interest therein shall be under and subject to this Lease Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Lease Agreement so long as LESSEE is not in default of this Lease Agreement beyond applicable notice and cure periods.

13. TITLE. LESSOR represents and warrants to LESSEE as of the Effective Date that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease Agreement. LESSOR further covenants that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth herein.

14. INTEGRATION. It is agreed and understood that this Lease Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Lease Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Lease Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Lease Agreement or to exercise any of its rights under the Lease Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease Agreement, in law or in equity. The Parties mutually agree to use good faith efforts to work in a collaborative and timely manner to support each other in carrying out the goals and purposes of this Lease Agreement.

15. GOVERNING LAW. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of California.

16. ASSIGNMENT. Except as otherwise expressly set forth herein, this Lease Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Licensee: COUNTY OF MONO  
DIRECTOR OF EMERGENCY SERVICES  
74 North School Street  
PO Box 696  
Bridgeport, CA 93517

With a copy to: MONO COUNTY COUNSEL  
1290 Tavern Road  
PO Box 2415  
Mammoth Lakes, CA 93546

Licensor: ANTELOPE VALLEY FIRE PROTECTION DISTRICT  
1166 Larson Lane  
Coleville, CA 96107



CalOES/PSC: CAL OES PUBLIC SAFETY COMMUNICATIONS  
Attn: CRIS Program Manager  
601 Sequoia Pacific Boulevard  
Sacramento, CA 95811

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. SUCCESSORS. This Lease Agreement shall extend to and bind the heirs, personal representatives, successors and permitted assigns of the Parties hereto.

19. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Lease Agreement shall be subordinate to any future master lease, ground lease, sub-lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Lease Agreement to any future Mortgage covering the Premises, LESSOR shall use commercially reasonable efforts to obtain for LESSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LESSEE and lender, and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Lease Agreement beyond applicable notice and cure periods.

20. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Lease Agreement or its obligations under it, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have sixty (60) days in which to cure any breach, provided LESSEE shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and LESSEE commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Section.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Lease Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have sixty (60) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure is such that it reasonably requires more than sixty (60) days and LESSOR commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Section.

21. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Lease Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Lease Agreement as set forth in Section 20 above, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of California; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If either Party so performs any of the obligations of the other Party hereunder, the full amount of the reasonable and actual cost and expense incurred by the performing Party shall immediately be owing by the non-performing Party

to the other Party, and the non-performing Party shall pay to the performing Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the rate of ten percent (10%) per annum.

22. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within one hundred eighty (180) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than one hundred eighty (180) days, then either Party may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease Agreement upon fifteen (15) days' prior written notice. Any such notice of termination shall cause this Lease Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease Agreement.

23. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Lease Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Site, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than one hundred eighty (180) days, either Party may, at its option, to be exercised in writing within fifteen (15) days after written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Lease Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease Agreement. If this Lease Agreement is not terminated in accordance with the foregoing, this Lease Agreement shall remain in full force and effect as to the portion of the Premises remaining. In the event that this Lease Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

24. PARTIAL INVALIDITY/AUTHORITY. If any provision herein is invalid, it shall be considered deleted from this Lease Agreement and shall not invalidate the remaining provisions of this Lease Agreement, as necessary to effectuate the original intent of the Parties. Each of the Parties warrants to the other that the person or persons executing this Lease Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Lease Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease Agreement.

25. APPLICABLE LAWS. In their operations under this Lease Agreement, both Parties shall comply with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating and/or prohibiting hazardous materials and substances) (collectively, "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

26. TAXES. LESSEE shall pay any personal property, real estate taxes, assessments, or charges owed on the Property which are the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's Equipment, plus any sales tax imposed on the rent (except to the extent that LESSEE is exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arises from LESSEE's Equipment and/or LESSEE's use of the Premises.

27. SURVIVAL. The provisions of the Lease Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease Agreement. Additionally, any provisions of this Lease Agreement which require performance subsequent to the termination or expiration of this Lease Agreement shall also survive such termination or expiration.

28. PREVAILING PARTY. In the event of any action or proceeding to enforce the provisions of this Lease Agreement, the prevailing Party shall recover its costs and expenses as well as reasonable attorneys' fees, court costs, arbitrator fees and expert witness fees, such fees to be set by the judge or arbitrator and to be included in any award or judgment to be entered in such action or proceeding.

***[SIGNATURES ON FOLLOWING PAGE]***

**IN WITNESS WHEREOF**, the parties have caused this Lease Agreement to be effective as of the Effective Date.

**“LESSOR”**

Antelope Valley Fire Protection District,  
a California special district

By: \_\_\_\_\_  
Print Name:  
Its:

**“LESSEE”**

County of Mono, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Print Name:  
Its:

**“ASSIGNEE”**

**ACCEPTANCE BY CALOES/PSC**

By executing this Lease Agreement below, the State of California, acting through the Governor’s Office of Emergency Services, Public Safety Communications, hereby accepts the assignment of this Lease Agreement, as set forth in Section 1(c) hereof.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**DEPICTION OF LEASE AREA**

The Lease Area shall be located as depicted below, and shall be large enough to accommodate the Amprod shelter described in Section 1(a) of this Lease Agreement:



**EXHIBIT "B"**

**CRIS SERVICE AGREEMENT BETWEEN LESSEE AND ASSIGNEE  
(ATTACHED FOR REFERENCE PURPOSES ONLY)**

**ESTIMATED FISCAL IMPACT:**  
***CRIS Subscriber Agreement***  
***10/3/2023, After First Year of Operations***

	<b>Total</b>	<b>County</b>	<b>Town</b>	<b>MLFPD</b>
Subscriber fee, per month per radio	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00
Number of radios	800	576	124	100
Annual costs before offsets (fee X count X 12 months)	\$ 249,600	\$ 179,712	\$ 38,688	\$ 31,200
Offset (50%)	\$ (124,800)	\$ (89,856)	\$ (19,344)	\$ (15,600)
Net Annual Costs	\$ 124,800	\$ 89,856	\$ 19,344	\$ 15,600



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 2023

**Departments: County Administrative Office**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

**SUBJECT** Letter from United States Postal  
Service (USPS) regarding Bridgeport  
Post Office

**AGENDA DESCRIPTION:**

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

Discussion on the letter from United States Postal Service (USPS) regarding Bridgeport Post Office.

**RECOMMENDED ACTION:**

None, informational only. Provide desired direction to staff.

**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> <a href="#">Letter</a></p>
---

**History**

Time	Who	Approval
11/13/2023 4:32 PM	County Counsel	Yes
11/13/2023 9:34 AM	Finance	Yes
11/14/2023 6:01 PM	County Administrative Office	Yes





## BOARD OF GOVERNORS

October 24, 2023

The Honorable Rhonda Duggan  
Chair, Mono County Board of Supervisors  
P.O. Box 715  
Bridgeport, CA 93517-0715

Dear Chair Duggan:

This responds to your recent letter to U.S. Postal Service Board of Governors Chairman Roman Martinez IV, concerning postal operations in Bridgeport.

I understand your concerns regarding the postal facility in Bridgeport. Facilities officials at postal headquarters confirmed that the landlord is actively working on repairs to the Post Office building. Given the scope of necessary repairs, work is expected to be completed in February 2024. Please be assured that headquarters and California District 3 postal officials share your concerns about the conditions of the temporary facility, and they are making every effort to remedy the issue quickly.

With regard to your suggestion about terminating the Bridgeport lease, I would note that the Postal Service leases thousands of buildings across the nation. Lessors quite naturally expect the Postal Service to abide by the terms of the respective lease, and the Postal Service expects lessors to do the same. In view of this, it has been the Postal Service's constant policy not to make rental adjustments outside of those included in the terms of the lease until such time as the lease expires and the parties determine that a new lease at the existing location is appropriate. The Postal Service and the lessor are bound to the terms of the lease agreement.

Thank you for your interest in the Postal Service.

Sincerely,

Michael J. Elston  
Secretary of the Board of Governors



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 2023

**Departments: Finance**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher, Director of Finance

**SUBJECT** Chapter 8 Tax Sale

**AGENDA DESCRIPTION:**

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

Purchase Agreement and Resolution authorizing the purchase and sale of tax defaulted property: 350 Mule Deer Road, Walker CA 93517 (APN 002-370-001-000).

**RECOMMENDED ACTION:**

1. Adopt Resolution authorizing the Purchase and sale of tax defaulted property and finding that the purchase is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15301 (Class 1 - Existing Facilities), 15302 (Class 2 - Replacement or Reconstruction), and 15303 (Class 3 - New Construction or Conversion of Small Structures). 2. Approve Purchase Agreement for tax defaulted property.

**FISCAL IMPACT:**

Purchase price \$9,410 plus any other costs of sale as reasonably calculated by the Tax Collector.

**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
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">Purchase Agreement</a>
<a href="#">Backup Documentation</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/13/2023 10:25 AM	County Counsel	Yes
11/13/2023 12:15 PM	Finance	Yes
11/13/2023 4:15 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

Gerald A. Frank, CGIP  
Assistant Finance Director  
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM, MPA  
Finance Director

Kimberly Bunn  
Assistant Finance Director  
Auditor-Controller

P.O. Box 495  
Bridgeport, California 93517  
(760) 932-5480  
Fax (760) 932-5481

P.O. Box 556  
Bridgeport, California 93517  
(760) 932-5490  
Fax (760) 932-5491

**Date:** November 21, 2023  
**To:** Honorable Board of Supervisors  
**From:** Finance: Janet Dutcher, Gerald Frank

**Subject:**

Purchase Agreement and Resolution authorizing the purchase and sale of tax defaulted properties.

**Discussion:**

When secure property taxes become delinquent for five years or more, the Mono County Tax Collector can sell these properties at a public auction as tax defaulted under Chapter 7 of the Revenue and Tax Code (RTC). On August 15, 2023, and under the appropriate RTC provisions, the Board of Supervisors approved Resolution R23-066, authorizing the Tax Collector to conduct a sale of tax-defaulted property, and the list of properties included the following:

APN	Address	Purchase Amount
002-370-001-000	350 Mule Deer Road, Walker CA 93517	\$ 9,400.00
026-293-015-000	15 White Mountain Drive, Bishop CA 93514	\$ 7,050.00

On October 4, 2023, the Mono County Administrative Officer timely notified the Tax Collector of its objection to the Chapter 7 sale of the above two properties at the scheduled public auction accompanied by an application to purchase both properties. This effectively removed both properties from the pending public sale, which began on November 8, 2023, allowing the County to negotiate with the Tax Collector to purchase these properties directly. Subsequently on November 7, 2023 the County withdrew its offer to purchase the property at 15 White Mountain Drive, Bishop CA 93514. (026-293-015-000)

The Tax Collector prepared a purchase agreement, with review and advice from County Counsel, for the negotiated purchase price of \$9,410.45, which is the total amount of unpaid taxes, together with penalties, interest, fees, and document transfer tax. The County intends to use this property for affordable housing, a qualifying public purpose essential for qualifying the purchase under Chapter 8. To effect the purchase, RTC 3795 and RTC 37494.3 require a Board of Supervisors resolution authorizing the purchase along with an executed purchase agreement. This agenda item aims to secure approval of the resolution and the purchase and sale agreement. The final signatory to the transaction is the California State Controller, whose authorization we cannot obtain until after the Board approves the resolution and agreement.



R23-\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO AUTHORIZING THE PURCHASE AND SALE OF TAX DEFAULTED PROPERTY LOCATED AT 350 MULE DEER ROAD, COLEVILLE, CA, IN UNINCORPORATED MONO COUNTY; FINDING THAT THE BOARD'S ACTION IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND TAKING RELATED ACTIONS**

**WHEREAS**, that certain property located in unincorporated Mono County commonly known as 350 Mule Deer Road in Coleville, California, having an Assessor's Parcel Number of 002-370-001-000, has been tax defaulted since 2017, and the total amount of unpaid taxes, together with penalties, interest, and fees due therefor, which is the amount required to be paid to redeem said property, is Nine Thousand Four Hundred Dollars and No Cents (\$9,400.00); and

**WHEREAS**, the property described in the foregoing Recital is referred to herein as the "Property," and the total amount required to redeem the property, inclusive of a document transfer fee in the amount of Ten Dollars and Forty-five Cents (\$10.45) is Nine Thousand Four Hundred Ten Dollars and Forty-five Cents (\$9,410.45) (the "Purchase Amount"); and

**WHEREAS**, prior to October 4, 2023, the Mono County Tax Collector intended to auction the Property in a tax sale pursuant to Chapter 7 of Part 6 of Division 1 of the Revenue and Taxation Code, and on October 4, 2023, the County objected to the Chapter 7 sale of the Property and applied instead to purchase the Property pursuant to Chapter 8 of Part 6 of Division 1 of the Revenue and Taxation Code; and

**WHEREAS**, the County intends to use the Property for low-income affordable housing purposes; and

**WHEREAS**, consummation of the transactions herein contemplated are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15301 (Class 1 - Existing Facilities), 15302 (Class 2 - Replacement or Reconstruction), and 15303 (Class 3 - New Construction or Conversion of Small Structures), in that CEQA does not require a public agency to speculate about the potential indirect environmental effects of a project, and the specific ultimate use of the Property has not yet been determined; such use is expected to involve only the use or rehabilitation of existing facilities and/or the construction or conversion of small structures; and none of the circumstances stated in CEQA Guidelines Section 15300.2 applies;

1                   **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
2 **MONO RESOLVES THAT:**

3                   **SECTION ONE:** The Board hereby finds that the foregoing recitals are true and  
4 correct.

5                   **SECTION TWO:** The Board hereby authorizes the Mono County Tax Collector as  
6 seller and the Chairperson of the Board of Supervisors on behalf of the County as purchaser, to  
7 enter a purchase and sale agreement for a Chapter 8 sale of the Property to the County, subject  
8 to approval by the State Controller's Office. The agreement shall require the County to pay the  
Purchase Amount and all other costs of sale in consideration of the Property.

9                   **SECTION THREE:** The County Administrative Officer or designee shall file a  
10 Notice of Exemption in connection with the transactions authorized hereby, and the County  
11 Administrative Officer or designee, on behalf of the County as purchaser, and Finance Director,  
12 as seller, are hereby authorized to take all such subsequent actions and to execute such other  
agreements or instruments as may be necessary or convenient to effectuate the purchase and  
sale of the Property, including to execute minor amendments to the purchase and sale  
agreement approved as to form by County Counsel.

13                   **PASSED, APPROVED, and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
14 the following vote, to wit:

- 15                   **AYES:**  
16                   **NOES:**  
17                   **ABSENT:**  
18                   **ABSTAIN:**

19                   \_\_\_\_\_  
20 Rhonda Duggan, Chair  
21 Mono County Board of Supervisors

22  
23 **ATTEST:**

**APPROVED AS TO FORM:**

24  
25 \_\_\_\_\_  
26 Clerk of the Board

27 \_\_\_\_\_  
28 County Counsel

## CHAPTER 8 TAX SALE AGREEMENT

This Chapter 8 Tax Sale Agreement (this "Agreement") is entered as of \_\_\_\_\_, 2023 (the "Execution Date") between the County of Mono, a political subdivision of the State of California ("Purchaser") and the Mono County Treasurer-Tax Collector, a public official ("Seller"), with respect to the following facts:

- A. That certain property (the "Property") located in unincorporated Mono County commonly known as 350 Mule Deer Road in Coleville, California, having an Assessor's Parcel Number of 002-370-001-000, and more particularly described in **Exhibit 1** hereto, has been tax defaulted since 2017. The total amount of unpaid taxes, together with penalties, interest, and fees due therefor, is Nine Thousand Four Hundred Dollars and No Cents (\$9,400.00). This amount, plus document transfer tax of Ten Dollars and Forty-five Cents, for a total amount of Nine Thousand Four Hundred Ten Dollars and Forty-five Cents (\$9,410.45) is referred to herein as the "Purchase Price."
- B. Prior to October 4, 2023, Seller intended to auction the Property in a tax sale pursuant to Chapter 7 of Part 6 of Division 1 of the Revenue and Taxation Code. On October 4, 2023, Purchaser objected to the Chapter 7 sale of the Property and applied instead to purchase the Property pursuant to Chapter 8 of Part 6 of Division 1 of the Revenue and Taxation Code.
- C. Of even date herewith, Purchaser's Board of Supervisors has adopted a resolution authorizing the purchase of the Property by Purchaser and the sale thereof by Seller, in consideration of the payment by Purchaser of the Purchase Price, as further set forth herein. Said purchase shall be contingent upon approval by the State Controller. Purchaser intends to use the Property for low-income affordable housing purposes.
- D. The consummation of the transactions herein contemplated are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), and 15303 (New Construction or Conversion of Small Structures). CEQA does not require a public agency to speculate about the potential indirect environmental effects of a project, and the specific ultimate use of the Property has not yet been determined by Purchaser. Such use is expected to involve only the use or rehabilitation of existing facilities and/or the construction or conversion of small structures, and none of the circumstances stated in CEQA Guidelines Section 15300.2 applies.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Following approval of this Agreement by the State Controller, notice of this agreement, which shall contain the information set forth in Revenue and Taxation Code Section 3797, shall be mailed as set forth in Revenue and Taxation Code Section 3799. Not sooner than twenty-five (25) days after such mailing, but not later than thirty-nine (39) days after such mailing, the notice shall be published or posted pursuant to Revenue and Taxation Code Section 3798. The cost of such mailing and publication shall be paid by Purchaser, and an affidavit shall be provided to Seller as proof of mailing and publication or posting, as required by Revenue and Taxation Code Section 3801. At 5:01 p.m. on the first business day that is at least the twenty-first (21<sup>st</sup>) day after publication or posting (the "Effective Date"), this Agreement shall become effective.
3. Prior to the Effective Date, Purchaser shall pay to Seller the Purchase Price plus any other costs of sale as reasonably calculated by Seller. Purchaser shall also be responsible for payment in full of the Fiscal Year 2023-2024 property taxes for the Property due and owing through the Effective Date. On the first business day following the Effective Date, Seller shall execute and record deeds to the Property naming Purchaser as the grantee thereof.
4. Purchaser agrees and understands that it is taking the Property ***AS-IS, WITH ALL FAULTS,*** and that ***SELLER MAKES NO REPRESENTATION OR WARRANTY ABOUT THE PROPERTY OF ANY KIND OR NATURE WHATSOEVER.*** In particular, and without limiting the generality of the foregoing, Seller does not warrant title to the Property or make any representations concerning the title. Additionally, Seller makes no representation concerning the physical condition of the Property and Purchaser acknowledges that it is not relying upon any statements or representations of Seller concerning the Property. Purchaser, and not Seller, shall be solely responsible for removal of any liens or adverse claims against the Property of any kind or nature whatsoever. Purchaser is also solely responsible for verifying the legal descriptions of the Property attached hereto and for ascertaining any and all conditions of title and physical conditions of the Property.



5. The Property may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. **SELLER IN NO WAY WHATSOEVER ASSUMES ANY RESPONSIBILITY, IMPLIED OR OTHERWISE, AND MAKES NO REPRESENTATIONS THAT THE PROPERTY COMPLIES WITH FEDERAL, STATE, OR LOCAL LAWS GOVERNING SUCH SUBSTANCES.** Seller in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by Purchaser or any other owner to remediate, clean up, or otherwise bring into compliance according to federal, state, or local environmental laws the Property purchased.
6. Seller and Purchaser agree that under 42 U.S.C. § 9601(20)(D), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state governments from clean up liability for properties they acquire as a result of tax delinquencies. Notwithstanding this provision, Purchaser shall defend, indemnify, and hold harmless Seller, its officers, employees, agents, and assigns, from and against any and all claims, actions, liabilities, losses, damages, penalties, liens, fines, and costs, including reasonable attorneys' fees and costs, of any kind or nature whatsoever, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, including but not limited to allegations that Seller and/or Seller's officers, employees, agents, or assigns are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring the Property into compliance with federal, state, or local environmental laws.
7. Releases of liability, indemnification and defense obligations, and disclaimer of any warranty set forth in this Agreement shall be construed as broadly as possible under applicable law, it being agreed and understood that Seller has acquired an interest in the Property merely as a public officer with a ministerial obligation to collect taxes due and owing on the Property, and not as an investor, speculator, or similarly interested party. Insofar as this Agreement contains releases of liability by Seller, Purchaser expressly and voluntarily waives and disclaims the provisions of Civil Code Section 1542, which states that:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN**

**BY HIM OR HER, WOULD HAVE MATERIALLY  
AFFECTED HIS OR HER SETTLEMENT WITH THE  
DEBTOR OR RELEASED PARTY.**

Purchaser's Initials \_\_\_\_\_

8. If the Property is redeemed prior to the Effective Date, then this Agreement shall be null and void.
9. This Agreement shall become null and void, and the right of redemption shall be restored, if Purchaser fails to consummate the transactions contemplated hereby prior to the Effective Date. Purchaser shall, nonetheless, remain liable for payment of all costs of sale reasonably calculated by Seller.
10. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.
11. There are no third-party intended beneficiaries of this Agreement.
12. This Agreement shall be construed according to California law, notwithstanding conflicts of law principles. Venue for any dispute arising from this Agreement shall be proper in Mono County, notwithstanding Code of Civil Procedure Section 394, or any other law.
13. This Agreement shall not be construed against either party, except that any disclaimer of warranty, provision for indemnification or defense, and release of liability contained herein shall be construed broadly, as set forth in Section 7, above.
14. No provision of this Agreement shall be amended except in a writing signed by both parties. No provision of this Agreement may be waived except in writing, notwithstanding the passage of time, and no waiver shall be deemed a continuing waiver. This Agreement is not subject to assignment by either party.
15. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile of this Agreement shall be treated as an original. The signatories of this Agreement represent and warrant their authority to bind their respective parties.

***[Signatures on Following Page]***

IN WITNESS WHEREOF, this Agreement has been executed as of the Execution Date.

PURCHASER

SELLER

**COUNTY OF MONO**, a political subdivision of the State of California

\_\_\_\_\_  
Janet Dutcher, Treasurer-Tax Collector

By: \_\_\_\_\_  
Rhonda Duggan, Chairperson

ATTEST

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

APPROVED AS TO FORM

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

Pursuant to the provisions of Revenue and Taxation Code section 3775, the Controller agrees to the selling price hereinbefore set forth and, pursuant to the provisions of section 3795, approves the foregoing agreement this this \_\_ day of \_\_\_\_\_, 2023, is approved.

MALIA M. COHEN, CALIFORNIA STATE CONTROLLER

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

**Exhibit 1**  
**Legal Description of 350 Mule Deer Road**

All that certain piece or parcel of land situate, lying and being in a portion of the Northeast quarter of the Northwest quarter of Section 29, Township 8 North, Range 23 East, M. D. B. M., in Antelope Valley, Mono County, California, described as follows: Beginning at a point at the Northwest corner of a parcel of land described in Deed to Eugene D. Vaughan, et ux, recorded January 6, 1956 in Book 34 Page 417 Official Records, on the fence line and Southerly line of the Highway (U.S. 395) 80 feet wide, as described in Deed to State of California, recorded in Book 6 Page 475 Official Records, said point being described as bearing South 66° 27' 40" West, a distance of 889.80 feet from the quarter corner common to Sections 20 and 29, Township 8 North, Range 23 East, thence South 65° 03' East, along the fence line and Southerly line of the Highway, a distance of 104.40 feet to a point at the Northeasterly corner of the parcel described in Deed recorded in Book 34 Page 417 Official Records; and the True Point of Beginning of the parcel herein described; thence South 24° 30' West, a distance of 417.40 feet, more or less, to the Southeasterly corner of the parcel of land deeded to Eugene D. Vaughan, et ux, recorded January 6, 1956 in Book 34 Page 417 Official Records; thence North 65° 30' West, a distance of 104.40 feet, more or less, to a point at the Southwesterly corner of the said parcel described in deed recorded in Book 34 Page 417 Official Records; thence South 23° 27' West, 284.06 feet to the Northerly line of Mule Deer Road; and the Southwest corner of the parcel herein described; thence South 62° 35' East, 307.88 feet to the Southwest corner of the parcel described in deed to Eugene H. Black, et ux, in Deed recorded July 20, 1901, in Book 51 Page 366, Official Records; thence North 23° 27' East, 722.74 feet to the Northwest corner of the parcel described in Deed to Eugene H. Black, et ux, recorded in Book 51 Page 366, Official Records; thence North 66° 35' West, 202.89 feet to the True Point of Beginning.

RECEIVED

OCT 04 2023

TAX COLLECTOR



**Law Office of Erik Ramakrishnan**

Erik Ramakrishnan, Esq.

P.O. Box 751

Alburgh, VT 05440

ph. (802) 372-1082

(Licensed In Vermont, California, and Ontario)

October 4, 2023

**VIA Electronic Mail**

Gerald Frank, Tax Collector

County of Mono

25 Bryant Street

P.O. Box 495

Bridgeport, CA 93517

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

Re: Objection to Tax Sale for properties located at  
35 Mule Deer Road in Coleville (APN 002-370-001-000) &  
15 White Mountain Drive in Chalfant (APN 026-293-015-000)

Dear Mr. Frank:

I have been authorized by the Mono County Counsel, in turn acting at the direction of the Board of Supervisors, to object to the sale of the above referenced two (2) parcels as part of the County's November 2023 tax sale auction. Please accept this letter as the County's formal objection to the tax sale auction of those parcels, pursuant to Revenue and Taxation Code Section 3695.4. Please also find with the email transmitting this letter the County's application to purchase those parcels in a Chapter 8 tax sale.

Very truly yours,

*/s/ Erik Ramakrishnan*

ERIK RAMAKRISHNAN

[erik@ramakrishnanlaw.com](mailto:erik@ramakrishnanlaw.com)

RECEIVED

OCT 04 2023

TAX COLLECTOR

### Chapter 8 Tax Sale Application

This application must be completed by an eligible purchasing entity to commence purchase of tax defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Complete the following sections and supply supporting documentation accordingly. Prior to purchase approval the county may require the applicant submit additional information or documentation. **Completion of this application does not guarantee purchase approval.**

**For county use only:**

- 1. Date application received: Oct. 4, 2023
- 2. If applicable, date written objection to Chapter 7 tax sale was received: Oct. 4, 2023

**Applicant must complete Sections A through D.**

**A. Purchaser Information**

- 1. Name of Organization: \_\_\_\_\_ County of Mono \_\_\_\_\_
- 2. Corporate Structure:
  - Nonprofit Organization
  - Public Agency (please select type of public agency)
    - A taxing agency, revenue district, or special district
    - The State or County

**B. Property Status and Use Information**

- 1. Is the parcel currently (at the time of application) approved for a Chapter 7 tax sale?
  - Yes
  - No

If yes, a written objection must be included with the application. If a written objection was submitted to the county prior to application, what is the date of the objection? (Oct. 4, 2023)

- 2. The purpose of the purchase: (check one box only)
  - For low income housing
  - To otherwise serve low income persons
  - To preserve open space
  - To preserve a lien
  - For public purpose: (describe public purpose) *low income housing for rent & purchase*

**C. Property Information**

Provide the following information. (If more space is needed exhibits may be attached)

- 1. County where the parcel(s) is located: (MONO)
- 2. Assessor's Parcel Number (APN): (list all APNs applying to purchase): 002-370-001-000 and 006-293-015-000

**D. Acknowledgement**

Identification and signature of the purchasing entity's authorized officer:

\_\_\_\_\_ CAO  
 Sandra Moberly Print Name  
 \_\_\_\_\_  
 Sandra Moberly Authorized Signature  
 \_\_\_\_\_  
 October 4, 2023 Date  
 \_\_\_\_\_



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 21, 2023

**Departments: County Counsel**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Chris Beck, Assistant County Counsel

**SUBJECT** Purchase of Property Located at 34 Kirkwood, Bridgeport, CA

### AGENDA DESCRIPTION:

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

Proposed agreement and resolution authorizing the purchase of the property located at 34 Kirkwood Street, Bridgeport, CA 93546.

### RECOMMENDED ACTION:

1. Adopt proposed resolution and finding that the purchase is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption) and CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures). 2. Approve Purchase Agreement.

### FISCAL IMPACT:

Purchase price of \$45,000, with funds available in the Affordable Housing fund.

**CONTACT NAME:** Christopher Beck

**PHONE/EMAIL:** 760-924-1706 / cbeck@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/13/2023 4:08 PM	County Counsel	Yes
11/14/2023 10:25 AM	Finance	Yes
11/14/2023 6:03 PM	County Administrative Office	Yes



**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher Beck

**Deputy County Counsel**  
Emily R. Fox  
Jeffrey Hughes

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Christopher Beck, Assistant County Counsel

Date: November 21, 2023

Re: Resolution and Purchase Agreement 34 Kirkwood Street, Bridgeport, CA

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

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

**Discussion**

Mono County has worked diligently to increase housing supply within the County. To do so, the County has taken multiple measures to address housing issues, and identify future sites, projects and/or developments. In performing said activities, staff has identified a property located at 34 Kirkwood, Bridgeport, CA that could be used to address housing concerns. The property is presently undeveloped.

Upon negotiations, by and between Mono County and the owner of the property, the parties have agreed to a purchase price of \$45,000. Before the Board today is a resolution authorizing the purchase of the property.

If you have any questions on this matter prior to your meeting, please call me at 924-1706 or email me at [cbeck@mono.ca.gov](mailto:cbeck@mono.ca.gov).



R23-\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF MONO AUTHORIZING THE  
PURCHASE OF REAL PROPERTY AT 34 KIRKWOOD  
STREET, BRIDGEPORT, CALIFORNIA; FINDING THAT  
THE SALE IS EXEMPT FROM REVIEW UNDER THE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND  
TAKING RELATED ACTIONS**

**WHEREAS**, the County desires to purchase that certain real property located at 34 Kirkwood Street in Bridgeport, having an APN of 008-093-025-000 (the "Property"), which the County intends to use for affordable housing purposes; and

**WHEREAS**, the Property's current owner has agreed to sell the Property to the County for Forty-five Thousand Dollars and No Cents (\$45,000.00), and the parties have negotiated a purchase and sale agreement (the "PSA") for the purchase of the Property by the County; and

**WHEREAS**, the purchase of the Property is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) in that the ultimate precise use of the site by the County is yet to be determined, and CEQA does not require a public agency to speculate regarding potential significant environmental effects; and

**WHEREAS**, in view of the Property's size, any ultimate project is likely to be exempt from review under CEQA pursuant to CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures), and the Board of Supervisors is not aware of any circumstance under CEQA Guidelines Section 15300.2 that would apply; and

**WHEREAS**, the Board of Supervisors hereby finds that the purchase of the Property is in the public interest, and that the terms and conditions of the PSA are reasonable and fair;

**WHEREAS**, the site has a General Plan Land Use Designation of Commercial (C), which allows for housing production when found compatible with intent, and the County has General Plan Land Use Element and Housing Element policies that encourage the development of affordable housing, including Countywide Land Use Element Policy 1.D.2 ("Provide for affordable housing");



## **JOINT ESCROW INSTRUCTIONS & PURCHASE AND SALE AGREEMENT**

These Joint Escrow Instructions & Purchase and Sale Agreement (this "Agreement") is entered as of \_\_\_\_\_, 2023 (the "Effective Date") between the County of Mono, a political subdivision of the State of California ("Buyer") and Brianna R. Brown, an individual ("Seller"), each a "Party" and collectively the "Parties," with respect to the following facts:

- A. Seller owns that certain real property more particularly described in **Exhibit A** hereto, and commonly known as 34 Kirkwood Street, Bridgeport, California, having an Assessor's Parcel Number of 008-093-025-000 (the "Property").
- B. Seller desires to sell the Property to Buyer for Forty-five Thousand Dollars and No Cents (\$45,000.00), said amount being referred to herein as the "Purchase Price," on terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Purchase and Sale.
  - a. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property on the terms and conditions set forth herein.
  - b. Seller will convey the Property to Buyer by grant deed subject to the terms and conditions of this Agreement.
3. Purchase Price. Subject to satisfaction or waiver of the conditions precedent specified in Section 5 of this Agreement, and subject to the removal of contingencies specified in Section 4 of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property for the Purchase Price. Within two (2) business days of opening escrow, Two Thousand Dollars and No Cents (\$2,000.00) of the Purchase Price shall be paid into escrow as a deposit (the "Deposit"), which shall be nonrefundable except as otherwise set forth herein. The balance of the Purchase Price shall be paid by Buyer into escrow prior to the Close of Escrow (defined below) and shall be fully refundable until the transactions herein contemplated are completed.

#### 4. Buyer's Diligence.

- a. Property Documents & Disclosures. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer, at Seller's sole cost and expense, for review and copying by Buyer any contracts, financial reports, building plans, surveys, or inspection reports pertinent to the Property in Seller's possession, excluding any document that is subject to the attorney-client privilege or is otherwise confidential pursuant to applicable law. Except for any delay causing prejudice to Buyer, Buyer's sole remedy for any delay by Seller in producing such documents shall be an automatic extension of the contingency period set forth in subsection (d) of this Section by one day for each day of Seller's delay. Together with the property documents, Seller shall provide any written disclosure required by law as well as written disclosure of any condition of the Property or other circumstance actually known to Seller, without duty of investigation, that a reasonable buyer would consider material.
- b. Investigations. For thirty (30) days from the Effective Date, Buyer shall be entitled to make all reasonable inspections, investigations, studies, and tests of the Property ("Investigations") that Buyer deems appropriate; provided, however, that Buyer shall repair any damage caused to the Property by Buyer's Investigations, and shall hold harmless, indemnify, and defend Seller from any claims, losses, costs, damages, or expenses arising from Buyer's Investigations, including as a result of the activities of Buyer's agents, employees, and independent contractors.
- c. Buyer's Title Review. Within five (5) days after the Effective Date, Seller shall request a preliminary title report (the "Title Report") for the Property to be prepared by the Escrow Holder (defined below) and delivered to Buyer, together with copies of all recorded documents shown as exceptions therein. Within ten (10) days of receiving the Title Report, Buyer shall notify Seller of any exceptions to title that are unacceptable to Buyer. Buyer's failure to provide such notice within ten (10) days shall be deemed to constitute Buyer's acceptance of the condition of title. Seller shall have ten (10) days from receipt of Buyer's objections to notify Buyer whether Seller will remove the exceptions objected to by Buyer from title prior to Close of Escrow. Seller's failure to provide such notice within ten (10) days shall be deemed an election not to remove the exceptions identified by Buyer. After receiving Seller's response, or, if Seller fails to respond, after the expiration of Seller's time to respond, Buyer shall have five (5) days to determine whether to proceed with the purchase of the Property or to terminate this Agreement.

- d. Contingency Period. Buyer, in Buyer's sole and absolute discretion, shall approve or disapprove the condition of the Property, within thirty (30) days of the Effective Date. Buyer's failure to deliver notice that it approves the condition of the Property prior to the expiration of said contingency period shall be deemed disapproval.
  - e. Disapproval. If Buyer rejects the condition of title pursuant to paragraph (c) above or any condition of the Property pursuant to paragraph (d) above, then this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the termination hereof, the Deposit shall be refunded to Buyer, and the Parties shall share equally the cancellation charges of the Escrow Holder.
5. Conditions to Closing. This Section sets forth conditions precedent to the Close of Escrow. If any of the following conditions is not satisfied as of the date set for the Close of Escrow, then the Deposit shall be refunded to Buyer, this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the termination hereof, and the Parties shall share equally the cancellation charges of the Escrow Holder:
- a. Buyer's approval of the condition of title and of the Property, as set forth in Section 4.
  - b. Buyer's ability to obtain a policy of title insurance acceptable to Buyer.
  - c. Confirmation in writing that the Parties' respective representations and warranties are still true as of the Close of Escrow.
  - d. Deposit of the Purchase Price into Escrow by Buyer; provided that Buyer shall not be entitled to a refund of the Deposit if escrow fails to close solely because of Buyer's failure to satisfy this condition precedent.
6. Maintenance & Management of the Property. Seller agrees to maintain the Property from the Effective Date to the Close of Escrow in substantially the same order and condition as of the Effective Date, except for any actions taken by Seller to prudently manage the Property, to comply with applicable law, and as otherwise provided in this Agreement.
7. Representations & Warranties; Disclaimers.
- a. Seller's Representations & Warranties. Seller makes the following representations and warranties: (1) no later than the Close of Escrow, Seller will have the power to sell, transfer and convey all right, title and interest in

and to the Property; (2) Seller is not a "foreign person" as defined in Section 1445 of the United States Internal Revenue Code; (3) Seller has not entered into and will not enter into any lease agreement or contract, and has not executed and will not execute any grant deed or other conveyance, with respect to the use or ownership of the Property; (4) Seller is the sole fee title owner of the Property, and to the best of Seller's knowledge, there are no beneficial interests in the Property not of record; (5) the signatory of this Agreement on behalf of Seller has authority to bind Seller; (6) Seller is neither bankrupt nor insolvent; (7) no litigation is pending against the Property (or against Seller that would interfere with Seller's ability to comply with this Agreement) unless already disclosed, and to Seller's actual knowledge none has been threatened; and (8) To Seller's actual knowledge, the Property does not contain any hazardous materials, except as previously disclosed to Buyer or as set forth in the property documents to be provided pursuant to Section 4(a).

- b. Buyer's Representations & Warranties. Buyer makes the following representations and warranties: (1) Buyer is a political subdivision of the State of California, duly formed and validly existing; (2) Buyer is not a party to an agreement that is in conflict with its obligations under this Agreement; and (3) the signatory of this Agreement on behalf of Buyer is duly authorized to execute this Agreement, and no consent of any other person or party is required in connection with this Agreement that has not already been obtained.
  
- c. Environmental Terms & Conditions. Seller acknowledges that, to the best of its knowledge and unless otherwise disclosed pursuant to Section 4(a), as of the Effective Date no legal, administrative, arbitral, or other proceedings, claims, actions, causes of action or notices with respect to any environmental, health or safety matters or any private or governmental environmental, health or safety investigations or remediation activities of any nature exist regarding the Property which would impose, or that are reasonably likely to result in, any duty, liability or obligation, including any local, state or federal environmental, health or safety statute, regulation or ordinance, or any other requirement of any governmental entity, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, and any similar state statute or regulation. Seller acknowledges that, to the best knowledge of Seller, Seller is not subject to any agreement, order, judgment, decree, letter, or memorandum by or with any governmental entity or third party imposing any liability or obligation with respect to any of the foregoing. Seller shall

disclose all known conditions on or relating to the Property, which may result in any of the aforementioned situations.

- d. Disclaimers. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN SHALL BE MADE IN AN "AS IS", "WHERE IS" CONDITION WITH ALL FAULTS, and Buyer hereby releases Seller for liability of any kind or nature relating to the Property except for breach of this Agreement, the failure of any of Seller's representations and warranties to be true, or any fraudulent misrepresentation or concealment of Seller or Seller's agents.

8. Escrow.

- a. The Parties shall open an escrow with Inyo-Mono Title Insurance Company ("Escrow Holder") for closing the purchase and sale of the Property. A fully executed copy of this Agreement shall be deposited with the Escrow Holder for purposes of opening the escrow and providing instructions to the Escrow Holder. For those matters not specifically addressed herein, Escrow Holder's standard escrow instructions shall be applicable unless modified by mutual agreement of the Parties. Where there is a conflict between the provisions of this Agreement and the provisions of Escrow Holder's standard escrow instructions, the provisions of this Agreement shall control. Either Party may submit additional escrow instructions not in conflict with this Agreement.
- b. Close of escrow shall occur sixty (60) calendar days from the Effective Date of this Agreement unless both Parties agree otherwise in writing, and provided that all of the conditions of closing set forth in Section 5 have been satisfied or waived, and subject to the removal of contingencies specified in Section 4 of this Agreement ("Close of Escrow").
- c. At the time that escrow is opened, the Parties shall request from the Escrow Holder a natural hazards disclosure report to be considered by Buyer as part of its Investigations. If delivery of the report is unreasonably delayed, then the Parties shall discuss and agree to a reasonable extension of deadlines provided for under this Agreement.

9. Possession; Risk of Loss. Seller shall have exclusive possession of the Property and risk of loss following the Effective Date until Close of Escrow. Notwithstanding the foregoing:

- a. In case eminent domain proceedings are initiated against all or a portion of the Property prior to Close of Escrow, Buyer shall have the option to complete the sale and retain any proceeds of the eminent domain



proceedings or to cancel the sale, whereupon this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the termination hereof, the Deposit shall be refunded to Buyer, and the Parties shall share equally the cancellation charges of the Escrow Holder.

- b. In case of full or partial casualty loss prior to Close of Escrow, Buyer shall have the option to complete the sale and retain any insurance proceeds or to cancel the sale, whereupon this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the termination hereof, the Deposit shall be refunded to Buyer, and the Parties shall share equally the cancellation charges of the Escrow Holder.
10. Title. Seller shall convey to Buyer fee simple title free and clear of all monetary liens or encumbrances, including deeds of trust, except: (1) the lien for nondelinquent real property taxes; (2) the exceptions set forth in the Title Report, exclusive of any exceptions that Seller may agree to remove, as set forth in Section 4, above; (3) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 11; and (4) any other matters approved by Buyer, provided however that no such other Title shall be conveyed by grant deed in a form approved by both Parties subject to their reasonable discretion.
11. Title Insurance. Buyer shall obtain a policy of title insurance for the Property. Seller shall pay the cost of such policy of insurance up to the cost of a standard CLTA policy of title insurance. If Buyer chooses to purchase an ALTA policy of insurance or any nonstandard endorsements, Buyer shall pay the cost of such insurance in excess of the cost of a standard CLTA policy of insurance.
12. Costs & Expenses; Brokerage or Similar Fees. Except as otherwise expressly set forth herein, the Parties shall equally share all costs, expenses, and charges required for escrow and closing of this transaction. Notwithstanding the foregoing, any brokerage or finder's fee or commission or similar charge due to any person in connection with this Agreement and the transactions contemplated hereby will be paid in escrow out of the Purchase Price; provided that Buyer hereby represents that it has not used a real estate agent or broker in connection with this Agreement and shall hold Seller harmless for payment of fees in case of any breach of such representation.
13. Public Information. It is agreed and understood that Buyer is a California public agency subject to the California Public Records Act and other laws guaranteeing the public access to records and information. As such, Buyer cannot and does not guaranty that any of the facts, circumstances, and

records relating to this Agreement and the transactions contemplated will be kept confidential.

14. Time. Time is of the essence of this Agreement. If any event described in this Agreement shall fall on a Saturday, Sunday, or public holiday on which the Mono County Recorder's Office is closed, then the time for performance shall fall on the next date that is not a Saturday, Sunday, or public holiday on which the Mono County Recorder's Office is closed. Any Agreement for a minor extension of time may be made by informal writing between the Parties and shall not require a formal amendment hereto. An extension of time shall conclusively be deemed minor if for a period of less than five (5) business days and if neither Party demands additional consideration in exchange for the extension.
15. Assignment; Amendment; Waiver. This Agreement shall not be assigned by either Party without the other Party's express written consent; provided, however, that this Agreement shall be binding upon each Party's successors and assigns. This Agreement may not be amended except in a writing signed by both Parties. No provision of this Agreement may be waived except in writing, notwithstanding the passage of time, and no waiver shall be treated as a continuing waiver of the same or any other provision of this Agreement.
16. Integration; Interpretation; Venue. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, or understandings between them, whether written or oral. There are no third-party intended beneficiaries of this Agreement. This Agreement shall not be construed against its drafter. This Agreement shall be construed according to California law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Mono County, California, notwithstanding Code of Civil Procedure Section 394, or any other law.
17. Reformation. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the court is authorized and instructed to modify the same to effectuate the original intent of the Parties as closely as possible.
18. Attorneys' Fees. Each Party shall bear its own attorneys' fees and costs in connection with the negotiation, execution, or performance of this Agreement, but in case of any dispute arising out of this Agreement, the prevailing party shall be entitled to its attorneys' fees and costs of suit pursuant to Civil Code Section 1717.

19. Notice. Any notice required under this Agreement shall be delivered in writing as follows:

To Buyer: Sandra Moberly, County Administrative Officer  
1290 Tavern Road  
PO Box 2415  
Mammoth Lakes, CA 93546  
[smoberly@mono.ca.gov](mailto:smoberly@mono.ca.gov)

With a Copy to: Erik Ramakrishnan  
PO Box 751  
Alburgh, VT 05440  
[erik@ramakrishnanlaw.com](mailto:erik@ramakrishnanlaw.com)

To Seller: Brianna R. Brown  
78 Kirkwood Street  
P.O. Box 324  
Bridgeport CA 93517

Notice may be given by personal delivery, first-class mail postage prepaid, or electronic mail. Notice by personal delivery or electronic mail shall be deemed given upon receipt; provided that notice by electronic mail shall not be deemed given if the sender receives a message or similar confirmation that transmission was incomplete. Notice by U.S. mail shall be deemed given three (3) days after deposit in the mail.

20. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original. By approving this Agreement, the Board of Supervisors hereby authorizes the County Administrative Officer to approve and execute any reasonable amendment to this Agreement approved as to form by County Counsel.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

**BUYER**

**SELLER**

COUNTY OF MONO, a political  
subdivision of the State of California

BRIANNA R. BROWN

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

\_\_\_\_\_

ATTEST

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

APPROVED AS TO FORM

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

ACCEPTED BY TITLE COMPANY,  
Inyo-Mono Title Company

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

## **EXHIBIT "A"**

### **Legal Description**

THAT REAL PROPERTY IN THE TOWNSHIP OF BRIDGEPORT, COUNTY OF MONO, STATE OF CALIFORNIA AND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT DESIGNATED BY A CEMENT MONUMENT WHICH IS SET IN THE GROUND AND INSCRIBED WITH A LETTER "C", WHICH MONUMENT IS LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF THE CALIFORNIA STATE HIGHWAY ON MAIN STREET AND KIRK WOOD STREETS IN THE TOWN OF BRIDGEPORT, COUNTY OF MONO, STATE OF CALIFORNIA, SAID MONUMENT BEING THE MOST SOUTHERLY MONUMENT OF THE TWO CEMENT MONUMENTS WHICH ARE SET IN THE GROUND ON THE NORTHEAST CORNER OF THE INTERSECTION DESCRIBED ABOVE.

THENCE ONE HUNDRED NINETY ONE FEET AND TEN INCHES (191 FT. 10 IN.) IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF THE AFORESAID KIRKWOOD STREET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN A DEED TO THOMAS L. MILLER AND MARGARET M. MILLER, RECORDED JUNE 20, 1969, IN BOOK 103, PAGE 220, OF OFFICIAL RECORDS; THENCE EASTERLY ONE HUNDRED AND ELEVEN FEET (111 FT.) TO A POINT ON THE NORTH LINE OF THE PROPERTY DESCRIBED IN A DEED TO ALICE M. DOLAN, RECORDED AUGUST 5, 1944, IN BOOK 19, PAGE 492 OF OFFICIAL RECORDS; THENCE IN A SOUTHEASTERLY DIRECTION TO A POINT ON THE NORTHERN BOUNDARY LINE OF THE AFORESAID CALIFORNIA STATE HIGHWAY, WHICH POINT IS ONE HUNDRED FORTY THREE FEET AND SIX INCHES (143 FT. 6 IN.) DISTANT ALONG THE SAID NORTHERN BOUNDARY LINE OF THE SAID CALIFORNIA STATE HIGHWAY FROM THE POINT OF BEGINNING; THENCE IN A WESTERLY DIRECTION ALONG THE NORTHERN BOUNDARY LINE OF THE SAID CALIFORNIA STATE HIGHWAY TO THE POINT OF BEGINNING; EXCEPTING THAT PROPERTY DESCRIBED IN A DEED TO JOHN VAN DYCK, ET UX RECORDED ON AUGUST 21, 1946, IN BOOK 22, PAGE 76 OF OFFICIAL RECORDS OF MONO COUNTY; ALSO EXCEPTING THAT PROPERTY DESCRIBED IN A DEED TO MILOVICH BROS. INC., RECORDED ON JUNE 8, 1962, IN BOOK 55, PAGE 246 OF OFFICIAL RECORDS OF MONO COUNTY.

Notice of Exemption

Appendix E

To: Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: (Public Agency): County of Mono  
74 N. School St., Po Box 676  
Bridgeport, CA 93517  
(Address)

County Clerk  
County of: Mono  
74 N. School St.  
Apex 1  
Po Box 237  
Bridgeport, CA 93517

Project Title: Purchase of 34 Kirkwood  
Project Applicant: County of Mono

Project Location - Specific: 34 Kirkwood St., Bridgeport, CA 93517  
APN 008-093-025-000

Project Location - City: Bridgeport (uninc) Project Location - County: Mono

Description of Nature, Purpose and Beneficiaries of Project:  
Purchase of property for affordable housing  
purposes w/ specific ultimate plans for  
site TBD.

Name of Public Agency Approving Project: Mono County

Name of Person or Agency Carrying Out Project: Board of Supervisors

- Exempt Status: (check one):
- Ministerial (Sec. 21080(b)(1); 15268);
  - Declared Emergency (Sec. 21080(b)(3); 15269(a));
  - Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
  - Categorical Exemption. State type and section number: 15061(w)(3) + 15303
  - Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:  
CEQA does not require a public agency  
to speculate re environmental effects &  
ultimate use will likely be covered by Class 3 CateX

Lead Agency  
Contact Person: County Counsel Area Code/Telephone/Extension: (760) 924-1700

- If filed by applicant:
1. Attach certified document of exemption finding. n/a
  2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

X

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR: \_\_\_\_\_  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 2023

**Departments: Health and Human Services**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Lauren Kemmeter, Community Health  
Program Coordinator II and Kathryn  
Peterson, Health, and Human Services  
Director

**SUBJECT** Creation of Smoke-free Multi Unit  
Housing Ad Hoc Committee

**AGENDA DESCRIPTION:**

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

The formation of a Board of Supervisors Ad Hoc Committee is requested to provide staff direction to help shape a draft smoke-free multi-unit housing ordinance to be brought back to the Board for consideration. Policy maker input is essential to ensure that a smoke-free multi-unit housing policy is well-crafted, legally sound, and aligned with the interests and needs of the Mono County community.

**RECOMMENDED ACTION:**

Appoint two members to a Board of Supervisors Ad Hoc Smoke-free Multi Unit Housing Committee to help shape a proposed ordinance to be brought back to the full Board for consideration.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** lkemmeter@mono.ca.gov or kpeterson@mono.ca.gov

**PHONE/EMAIL:** 760/924-1820 or 760/937-6518 / lkemmeter@mono.ca.gov or kpeterson@mono.ca.gov

**SEND COPIES TO:**

Lauren Kemmeter, Public Health

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Attachment A</a>

**History**

Time

Who

Approval

11/14/2023 3:01 PM	County Counsel	Yes
11/13/2023 10:04 AM	Finance	Yes
11/14/2023 6:00 PM	County Administrative Office	Yes





## Health and Human Services Department

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517  
Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

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### MEMO

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**TO:** Mono County Board of Supervisors  
**FROM:** Lauren Kemmeter, Community Health Program Coordinator II, Public Health  
**SUBJECT:** **Smokefree Multi Unit Housing Ad Hoc Committee**  
**DATE:** November 21, 2023  
**CC:**

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The California Indoor Clean Air Act of 1976 declares tobacco smoke as a health hazard for the general public. The United States Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect non-smokers from secondhand smoke exposure and that separating smokers from non-smokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure. (1) There are numerous policies in California and Mono County protecting people from secondhand smoke. However, there are no policies protecting residents from secondhand smoke in their homes. Secondhand smoke exposure threatens health, safety, and quality of life for children, adults, and animals. Secondhand smoke can migrate from other units and common areas and travel through doorways, cracks in walls, electrical lines, plumbing, and ventilation systems. Public and private multi-unit housing properties across the country have moved to solve this problem by making their housing, including individual units, smokefree. This not only protects residents and staff from exposure to secondhand smoke, but also saves properties money on costs to turnover units and significantly reduces fire risk for buildings. (2)

According to the Behavioral Risk Factor Surveillance System (BRFSS) 13% of adults in Mono County are current cigarette smokers. (3) Estimates for the proportion of this population who live in multi-unit housing and estimates for the proportion of nonsmoking residents living in multi-unit housing exposed to secondhand smoke in the unincorporated Mono County are unavailable due to small sample sizes and lack of statistically significant rural demographic data.

As of October 1, 2023, 81 municipalities in California have enacted an ordinance at the city or county level that prohibits smoking in 100% of private units of rental multi-unit housing properties. Of these municipalities, 74 have laws that prohibits smoking in 100% of private units of both rental and owner-occupied multi-unit housing properties. The majority of these policies —69 of 81 municipalities— apply to properties with 2 or more units. (4)

Mono County has a range of policy choices to consider when designing a local ordinance limiting smoking and vaping of substances in indoor and outdoor areas. The formation of an Ad Hoc committee is requested to provide staff direction to help shape a draft ordinance to be brought back to the full Board for consideration. Policymaker input is essential to ensure that a smoke-free multi-unit housing policy is

well-crafted, legally sound, and aligned with the interests and needs of the unincorporated Mono County community. Their involvement in the process helps in creating effective and equitable policies that improve public health, safety, and living conditions in Mono County. Table 1 lists the current smoking statutes in California and Mono County.

*Table 1: Current Smoking Statues in California & Mono County*

<b>Areas Where Smoking is Not Permitted</b>	<b>Areas Where Smoking is Not Permitted</b>
<p style="text-align: center;"><u>State of California:</u></p> <ul style="list-style-type: none"> <li>• Bars</li> <li>• Casinos/Gaming Establishments (tribal establishments not subject to state law)</li> <li>• Childcare Facilities</li> <li>• Enclosed Workplaces</li> <li>• Government Workplaces</li> <li>• Inside a vehicle with a minor</li> <li>• Private Workplaces</li> <li>• Public &amp; Charter Schools</li> <li>• Public Transportation</li> <li>• Recreational Facilities</li> <li>• Restaurants</li> <li>• Retail Stores</li> <li>• State Parks &amp; Beaches</li> </ul>	<p style="text-align: center;"><u>County of Mono:</u></p> <ul style="list-style-type: none"> <li>• County Vehicles</li> <li>• Dining Areas</li> <li>• Entryways</li> <li>• Public Events</li> <li>• Recreational Areas</li> <li>• Service Areas</li> <li>• “While traveling on foot, cycle or domestic animal in or over grain, grass, stubble, brush, timber or other inflammable vegetative cover”</li> </ul>
<p style="text-align: center;"><u>State of California:</u></p> <p>CA LABOR CODE § 6404.5            CA GOVT. CODE §§ 7596 to 7598            CA EDUC. CODE §§ 48900(h) &amp; 48901            CA HEALTH &amp; SAFETY CODE § 1596.795            CA HEALTH &amp; SAFETY CODE § 118925            CA LABOR CODE Section 6404.5            CA PUBLIC RESOURCES CODE (PRC) Section 5008.10            CA VEHICLE CODE Section 12814.6</p>	<p style="text-align: center;"><u>County of Mono:</u></p> <p>Mono County Municipal Code 7.24.030, 7.92.020, 7.92.030,</p>

1. <https://www.cdc.gov/tobacco/secondhand-smoke/protection/ventilation.htm>
2. <https://www.lung.org/policy-advocacy/tobacco/smokefree-environments/multi-unit-housing>
3. <https://www.countyhealthrankings.org/explore-health-rankings/california/mono?year=2023>
4. <https://no-smoke.org/wp-content/uploads/pdf/smokefreemuh.pdf>

**County of Mono**  
**Smoke-Free Multi-Unit Housing Policy Development Temporary Ad Hoc Committee**  
**Charter / Scope of Work**  
**(Board Report – Attachment 1)**

**Background**

Mono County Public Health’s Tobacco Education Program has an objective to reduce exposure to secondhand smoke inside multi-unit housing units and in common areas. One evidence-based method to do this is through a smoke-free multi-unit housing policy. Public Health staff are currently engaging in community outreach to multi-unit residents and property owners in unincorporated Mono County who would be affected by such a policy. The formation of an Ad Hoc committee is requested to provide staff direction to help shape a draft ordinance to be brought back to the full Board for consideration.

**Purpose and Scope**

Given the myriad of policy choices, staff need input from Board of Supervisors members to propose a smoke-free multi-unit housing ordinance for consideration by the full Board.

**Committee Duration**

The duration of Committee involvement is estimated to be from December 2024 to October 2025.

**Committee Members**

To be determined by the Board.

**County Department, Other Agency, and Consulting Resources**

Mono County Public Health, Tobacco Education Program



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 2023

**Departments: Health and Human Services**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Kathryn Peterson, Health and Human  
Services Director

**SUBJECT** Terms and Conditions of Employment  
and Job Descriptions - Health and  
Human Services

**AGENDA DESCRIPTION:**

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

Board approval of four new at will position descriptions within the Health and Human Services (HHS) Department (Adult Services Manager; Program Manager-Eligibility; Health Program Manager; and Children's Services Manager), and approval of terms and conditions of employment reclassifying existing employees Francisca Avitia as at will Program Manager-Eligibility; Marjoree Neer as at will Health Program Manager; and, Michelle Raust as at will Children's Services Manager.

**RECOMMENDED ACTION:**

1. Approve the following position descriptions: at will Adult Services Manager; at will Program Manager-Eligibility; at will Health Program Manager; and at will Children's Services Manager; and 2. Announce fiscal impact and adopt proposed Resolution Approving Agreements Regarding Terms and Conditions of Employment for 1. Francisca Avitia as Program Manager-Eligibility, an at will position, at Range 14 Step E; 2. Marjoree Neer as Health Program Manager, an at will position, at Range 14 Step E; and 3. Michelle Raust as Children's Services Manager, an at will position, at Range 14 Step E.

**FISCAL IMPACT:**

The cost of these positions for the remainder of the fiscal year 2023-24 is \$467,278, of which \$311,812 is salary and \$155,466 is benefits. If this item is approved, the annual cost will be \$714,661, of which \$476,890 is salary and \$237,771 is benefits. The fiscal impact of this item is included in the Health and Human Services Fiscal Year 2023-24 adopted budget.

**CONTACT NAME:** Kathryn Peterson

**PHONE/EMAIL:** 7609376518 / kpeterson@mono.ca.gov

**SEND COPIES TO:**

K Peterson@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">staff report</a></p>
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<a href="#">Adult Services Manager</a>
<a href="#">Program Manager-Eligibility</a>
<a href="#">Health Program Manager</a>
<a href="#">Children's Services Manager</a>
<a href="#">Francisca Avitia - Terms and Conditions of Employment</a>
<a href="#">Francisca Avitia - Resolution</a>
<a href="#">Marjoree Neer - Terms and Conditions of Employment</a>
<a href="#">Marjoree Neer - Resolution</a>
<a href="#">Michelle Raust - Terms and Conditions of Employment</a>
<a href="#">Michelle Raust - Resolution</a>

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### History

Time	Who	Approval
11/16/2023 10:39 AM	County Counsel	Yes
11/16/2023 8:32 AM	Finance	Yes
11/16/2023 11:03 AM	County Administrative Office	Yes



## Health and Human Services Department

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517  
Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

MONO  
C O U N T Y

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### MEMO

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**TO:** Mono County Board of Supervisors

**FROM:** Kathryn Peterson, Health and Human Services Director, 760-924-1763

**SUBJECT:** **Board approval of four new at will position descriptions (Adult Services Manager, Program Manager-Eligibility, Health Program Manager, and Children’s Services Manager) within the Health and Human Services (HHS) Department, and approval of terms and conditions of employment reclassifying existing employees Francisca Avitia as Program Manager-Eligibility, an at-will position, at Range 14, Step E; Marjoree Neer as Health Program Manager, an at-will position, at Range 14, Step E; and, Michelle Raust as Children’s Services Manager, an at-will position, Range 14, Step E.**

**DATE:** November 21, 2023

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The Mono County Board of Supervisors approved a consolidation of the departments of Public Health and Social Services into one, consolidated Health and Human Services (HHS) Department effective August 2023. As part of the consolidation, the Board approved an organizational structure for the HHS Department including the creation of new position descriptions.

Four new position descriptions are presented for Board approval with this Board agenda item: Adult Services Manager; Program Manager-Eligibility; Health Program Manager; and Children’s Services Manager. These positions were previously added to the At-Will Salary Matrix by resolution during the FY 2023-24 budget process, however the position descriptions needed to be finalized. All position descriptions associated with this agenda item are now approved as to form by the County Human Resources Department.

What follows is a description of the changes. (This detail was previously provided in the Board approved HHS Budget Policy Item with the FY 2023-24 adopted budget.)

Currently, the Child and Adult services divisions are merged under one division and under one Program Manager (Michelle Raust, MSW). The division includes Child Protective Services, Adult Protective Services, In-Home Supportive Services program, and a host of other functions. Over time, the programs under this division have grown in complexity, assuming new assignments including the day-to-day Public Guardian/Public Administrator operations, such that they have become too complex to be managed effectively as one division by one Program Manager.

Another example of increased workload impact within this division resulted from the State Budget Act of 2021 which made statutory changes to the Adult Protective Services (APS) program by decreasing the elderly eligibility age from 65 to 60, and the age for dependent adults eligible for APS services to 18-59 years of age, thus widening the populations we serve.

In recognition of the above, the Child and Adult Services Division will be separated into two divisions and led by two managers who are subject matter experts. Hence the current at will Child and Adult Services Manager, Michelle Raust, MSW, will be reclassified to the at will Children's Services Manager (Range 14), and a parallel at will Adult Services Manager position (Range 14) will be created and recruited for.

Also, within the Social Services Division, one existing Program Manager over Eligibility (Francisca Avitia) will be reclassified to an at will Program Manager-Eligibility (Range 14). The Eligibility Division has also grown in scope and complexity in recent years, and in staff numbers, including the recent addition of one additional Eligibility Supervisor which was created in response to the increasing intricacy of public benefit programs.

Two Public Health Division, Public Health Nursing positions (Marjoree Neer, PHN, and one vacant position) will be reclassified to at will Health Program Manager positions and will manage Community Health and Clinical Services day-to-day operations. Previously, a Director of Nursing and two Public Health Nurses managed such operations. This move consolidates services under two high-level, at will Managers within the Public Health Division, and creates a more cohesive and efficient management structure.

In addition to approving the above-named position descriptions, I am also asking the Board to approve the terms and conditions of at-will employment in the above positions for Michelle Raust, Francisca Avitia, and Marjoree Neer, all at Range 14, Step E, due to their current position on the salary matrix, their job performance, and the time they have within their current position.

Please don't hesitate to call me with any questions.



**MONO COUNTY**  
**Date Revised:** 10/2023

**BARGAINING UNIT:** At-Will  
**Salary Range:** 14

## **HEALTH AND HUMAN SERVICES**

### **Adult Services Manager**

#### **DEFINITION**

Under administrative direction, to plan, organize, and manage the Adult Services Programs of the Health and Human Services Department, to act for the Deputy Director of Health and Human Services, when delegated; and perform related work as required. The Adult Services Manager is an at-will position.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives supervision from the Deputy Director of Health and Human Services. The Adult Services Manager provides direction to one or more subordinate levels of supervision and other assigned staff, including Social Worker Supervisor for Adult Services. Works closely with the Health and Human Services-Children's Services Manager and provides back up as needed.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Essential responsibilities and duties shall include, but are not limited to, the following.

- § Provides management and supervision of adult services programs to include Adult Protective Services, In-Home Supportive Services, Senior Services, and Division administrative functions within the Health and Human Services Department.
- § Serves as subject matter expert in the delivery of adult and senior services programs with a high level of initiative, independent judgment, and discretion, as well as strong and effective management and leadership skills.
- § Serves as Deputy Public Guardian/Administrator for the conservatorship of individuals needing protective intervention and in the administration of the estate of county residents who die intestate; keeps current with related program practice methodology and issues.
- § Keeps current with best practices and emerging issues, policies and regulations in adult and senior services and provides professional social work consultation to staff.
- § Selects, trains, evaluates and disciplines subordinate staff.
- § Develops policies and procedures for the administration of departmental programs. Interprets Federal and State laws affecting the total assigned program.
- § Performs analysis and prepares detailed written reports of findings pertaining to the quality and efficiency of services provided by the program.
- § Oversees continuous quality improvement by analyzing local data, preparing detailed written reports for the State and local Board of Supervisors, engaging in case reviews, and monitoring system improvement plans progress.
- § Represents the Department at community organizations, public gatherings and meetings.
- § Actively participates as a member of the Department executive team and participates in strategic planning, policy development, and legislative analysis.





- § Provides Deputy Director and fiscal staff with input to the preparation of annual Division budgets; justifies fund requests and staff allocations; ensures that budget is administered within Division approved expenditure and revenue levels, as requested by the Deputy Director.
- § Establishes and maintains liaison with representatives of State, Federal, and local agencies, and associations and commissions and confers with State and Federal agencies regarding policy and operational matters.
- § Performs other duties as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES**

#### **Knowledge of:**

- § Federal, state and local adult social services programs and supporting legislation.
- § Public Guardian/Administrator programs and functions.
- § Principles and practices of basic supervision and management, employee development and public relations.
- § Public funding, budget preparation.
- § Employee development goals and practices.
- § Community needs and resources.
- § Knowledge of children's (child welfare) services is a benefit to this position for the purposes of coverage and supporting other programs within the Department.

#### **Ability to:**

- § Plan, organize, direct, coordinate and evaluate the activities of multi-disciplinary management, professional, and clerical staff involved in complex and comprehensive programs.
- § Interpret rules and regulations.
- § Analyze situations accurately and adopt an effective course of action; speak and write effectively.
- § Make oral and written presentations clearly and concisely.
- § Enlist the cooperation of and work effectively with community organizations, government agencies and others.
- § Work effectively with county board of supervisors.
- § Establish goals and objectives and follow through on their attainment.
- § Work with various cultural and ethnic groups in a tactful and effective manner.
- § Cover on-call after-hour shifts as needed.
- §

### **MINIMUM QUALIFICATIONS REQUIRED**

#### **Education and Experience:**

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:



Four (4) years of full-time progressively responsible professional experience working in a public Adult Protective and or Public Guardian Services program, including one (1) year in a management or supervisory capacity.

A master's degree in social work or a related field from an accredited college or university is highly desirable.

**License or Certificate:**

Possession of, or ability to obtain, a California driver's license.

Certification by the California Association for Public Administrators, Guardians and Conservators working within California is legally required.

Disaster Service Workers: All Mono County employees are designated as Disaster Service Workers during a proclaimed emergency and may be required to perform certain emergency services at the direction of the department and / or County.

**Additional Requirements:**

Travel, including driving, within and outside of Mono County will be required for meetings and training.

**PHYSICAL DEMANDS AND WORKING CONDITIONS:**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel and drive to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 15 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from a computer system.

While performing the duties of this job, the employee is occasionally exposed to outside/mountain weather conditions. The noise level in the work environment is usually quiet.





**MONO COUNTY**  
**Date Revised:** 10/2023

**BARGAINING UNIT:** At-Will  
**Salary Range:** 14

## **HEALTH AND HUMAN SERVICES**

### **Program Manager - Eligibility**

#### **DEFINITION**

Under administrative direction, to plan, organize, and manage the eligibility programs and employment services of the Health and Human Services Department, to act for the Deputy Director of Health and Human Services, when delegated; and perform related work as required. Program Manager – Eligibility is an at-will position.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receive supervision from the Deputy Director of Health and Human Services. The Program Manager - Eligibility provides direction to one or more subordinate levels of supervision and other assigned staff, including Integrated Caseworker Supervisor.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Essential responsibilities and duties shall include, but are not limited to, the following.

- § Provides management and supervision of eligibility programs and employment services functions/programs to include CalWORKs, CalFresh, General Assistance, Medi-Cal, County Medical Services Program, Workforce Innovation and Opportunity Act program, and Division administrative functions within the Health and Human Services Department.
- § Reads, analyzes and interprets laws, regulations, policies and procedures governing assigned program operations; determines and reports on impact of proposed legislative and regulatory changes; assists in development of County policies to effect changes in program operations.
- § Confers with State and Federal agencies regarding policy and operational matters.
- § Interprets laws and regulations, including new laws and proposed legislation, to determine relevancy to department operations and services, and assess program compliance with laws and regulations.
- § Assesses the need for changes to policies or programs based on initiatives to improve services, new services or program modifications, and opportunities for cross-collaboration of program areas.
- § Ensures that programs or work units are staffed with qualified individuals by resolving performance problems, documenting performance according to policy, training and developing staff, and assisting in the selection, hiring, and promotion of staff.
- § Serves as an internal technical expert regarding program matters by providing consultation and guidance to staff, subordinate supervisors, managers, and executive management.
- § Works collaboratively with personnel of other agencies, community groups, contractors, and other public and private organizations to determine needs for social services, and coordinate shared services or collaborative projects, or the provision of services by contracted agencies.



- § Ensures that information regarding department services and policies is provided accurately and thoroughly to external parties, and that all complaints are responded to appropriately and in a timely manner.
- § Develops policies and procedures for the administration of departmental programs. Interprets Federal and State laws affecting the total assigned program.
- § Represents the department at community organizations, public gatherings and meetings.
- § Actively participates as a member of the Department executive team and participates in strategic planning, policy development, and legislative analysis.
- § Provides Deputy Director and fiscal staff with input to the preparation of annual Division budgets; justifies fund requests and staff allocations; ensures that budget is administered within Division approved expenditure and revenue levels, as requested by the Deputy Director.
- § Establishes and maintains liaison with representatives of State, Federal, and local agencies, and associations and commissions, as requested by the Deputy Director.
- § Knowledge and expertise in the delivery of social services eligibility and employment services, a high level of initiative, independent judgment, and discretion, as well as strong and effective management and leadership skills.
- § Performs other duties as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES**

#### **Knowledge of:**

- § Program development, administration, and service delivery related to the program or programs in the area of responsibility, which may include employment services, eligibility, and/or social services.
- § Principles and practices of basic supervision and management, employee development and public relations.
- § Knowledge of planning and scheduling techniques to ensure that timelines and schedules are established appropriately, modified as needed, and adhered to.
- § Public funding, budget preparation.
- § Public and private community resources

#### **Ability to:**

- § Plan, organize, direct, coordinate and evaluate the activities of multi-disciplinary management, professional, and clerical staff involved in complex and comprehensive programs.
- § Analyze laws, regulations, and policies to ensure all programs and activities are in compliance.
- § Be flexible in adapting to changes in priorities or resources that impact pre-established timelines and courses of action.
- § Maintain awareness of the functioning and status of multiple work groups or program areas simultaneously.
- § Make oral and written presentations clearly and concisely.
- § Enlist the cooperation of and work effectively with community organizations, government agencies and others.
- § Work effectively with county board of supervisors.
- § Establish goals and objectives and follow through on their attainment.
- § Work with various cultural and ethnic groups in a tactful and effective manner.



## **MINIMUM QUALIFICATIONS REQUIRED**

### **Education and Experience:**

Pattern 1: One (1) year of full-time experience performing duties comparable to an Eligibility Supervisor, Integrated Caseworker Supervisor, Employment and Training Worker Supervisor, or supervisory experience in administrative and staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social services agency.

OR

Pattern 2: A graduate degree in public administration or business administration or a Master's Degree in Social Work or a Master's Degree from a two year counseling program; AND one (1) year of full-time journey-level experience in employment, eligibility, social service work, or administrative and staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social services agency; AND one (1) year of full-time general supervisory experience.

### **License or Certificate:**

Possession of, or ability to obtain, a California driver's license.

Disaster Service Workers: All Mono County employees are designated as Disaster Service Workers during a proclaimed emergency and may be required to perform certain emergency services at the direction of the department and / or County.

### **Additional Requirements:**

Travel, including driving, within and outside of Mono County will be required for meetings and training.

## **PHYSICAL DEMANDS AND WORKING CONDITIONS:**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel and drive to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 15 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from a computer system.

While performing the duties of this job, the employee is occasionally exposed to outside/mountain weather conditions. The noise level in the work environment is usually quiet.



**MONO COUNTY**  
**Date Revised:** 10/2023

**BARGAINING UNIT:** At-Will  
**Salary Range:** 14

## **HEALTH AND HUMAN SERVICES**

### **Health Program Manager**

#### **DEFINITION**

Under the direction of the HHS Department Director the incumbent plans, prepares, implements, monitors and controls staff assignments, service delivery and budgets of assigned public health programs through a multi-disciplinary approach. Develops and maintains professional and mutually beneficial relationships with other managers, staff and community members to ensure the delivery of quality services. The Health Program Manager is an at-will position.

#### **SUPERVISION RECEIVED AND EXERCISED**

This position recognizes a senior level of administration and management oversight. The incumbent oversees and manages multiple complex programs and supervises assigned subordinate staff. This position reports directly to the Health and Human Services Deputy Director.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Essential responsibilities and duties shall include, but are not limited to, the following.

- § Nurse Program managers require a background skill set that encompasses both health and administrative/leadership ability.
- § Maintain daily operations of assigned staff and programs.
- § Maintain and update policies, procedures and protocols to be consistent with all regulations and compliance standards.
- § Demonstrate excellent verbal and written communication skills.
- § Establish administrative and clinical standards for nurses and para-professionals.
- § Act as a senior-level liaison with other staff, departments, community organizations and volunteers
- § Monitor budgets, contracts, and regulatory compliance for assigned programs.
- § Set priorities and prepare schedules for timely completion of service delivery tasks and assignments.
- § Assumes responsibility for the overall quality of nursing services provided by assigned programs.
- § Coordinate and monitor staff development programs for assigned staff including in-service trainings, continuing education and online opportunities.
- § Demonstrate a strong attention to detail and organizational planning.
- § Ability to lead and motivate individual staff and teams.
- § Actively participate as a member of the Department executive team and participate in strategic planning, policy development, and legislative analysis.



- § Provides Deputy Director and fiscal staff with input to the preparation of annual Division budgets; justifies fund requests and staff allocations; ensures that budget is administered within Division approved expenditure and revenue levels, as requested by the Deputy Director.
- § Establishes and maintains liaison with representatives of State, Federal, and local agencies, and associations and commissions, as requested by the Deputy Director.
- § Performs other duties as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES**

#### **Knowledge of:**

- § The principles and practices of public health administration.
- § Principles and practices of basic supervision and management, employee development, and personnel development.
- § Public funding, budget preparation.
- § Employee development goals and practices.
- § Community agencies, needs and resources.
- § Program planning and development.
- § Health education methods and materials.
- § Principles and practices of public relations and group dynamics.
- § Funding sources, program evaluation, and fiscal management.

#### **Ability to:**

- § Plan, organize, direct, coordinate and evaluate the activities of multi-disciplinary management, professional, and clerical staff involved in complex and comprehensive programs.
- § Interpret rules and regulations.
- § Analyze situations accurately and adopt an effective course of action; speak and write effectively.
- § Make oral and written presentations clearly and concisely.
- § Enlist the cooperation of and work effectively with community organizations, government agencies and others.
- § Work effectively with county board of supervisors.
- § Establish goals and objectives and follow through on their attainment.
- § Apply the principles and techniques of community organization.
- § Develop and deliver training for professional staff.
- § Prepare reports, program policies, and procedures.
- § Maintain confidentiality.
- § Work with various cultural and ethnic groups in a tactful and effective manner.

### **MINIMUM QUALIFICATIONS REQUIRED**

#### **Education and Experience:**

Any combination of training and experience which would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities might be:

- Public Health Nurse (PHN) certificate.





- Experience in Public Health or Public Administration is highly desirable.
- Possession of a bachelor's degree in Public Health, Public Administration, Nursing, or a related field.
- Post-graduate coursework in Public Health, Public Administration, or a related field.
- Nursing experience in a public health setting is highly desirable.

**License or Certificate:**

Possession of, or ability to obtain, a California driver's license.

Possession of an active Registered Nurse (RN) license through the California Board of Registered Nursing is required.

Disaster Service Workers: All Mono County employees are designated as Disaster Service Workers during a proclaimed emergency and may be required to perform certain emergency services at the direction of the department and / or County.

**Additional Requirements:**

Travel, including driving, within and outside of Mono County will be required for meetings and training.

**PHYSICAL DEMANDS AND WORKING CONDITIONS:**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel and drive to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 15 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from a computer system.

Work is usually performed in an office, school, or institutional environment; exposure to communicable diseases and bio-hazardous waste; frequent contact with staff and the public. While performing the duties of this job, the employee is occasionally exposed to outside/mountain weather conditions. The noise level in the work environment is usually quiet.



**MONO COUNTY**  
**Date Revised:** 10/2023

**BARGAINING UNIT:** At-Will  
**Salary Range:** 14

## **HEALTH AND HUMAN SERVICES**

### **Children's Services Manager**

#### **DEFINITION**

Under administrative direction, to plan, organize, and manage the Children's Services Programs of the Health and Human Services Department, to act for the Deputy Director of Health and Human Services, when delegated; and perform related work as required. The Children's Services Manager is an at-will position.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receive supervision from the Deputy Director of Health and Human Services. The Children's Services Manager provides direction to one or more subordinate levels of supervision and other assigned staff, including Social Worker Supervisor for Children's Services. Works closely with the Health and Human Services-Adult Services Manager and provides back up as needed.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Essential responsibilities and duties shall include, but are not limited to, the following.

- § Provides management and supervision of children's services programs to include Child Protective Services, Resource Family Approval, and Division administrative functions within the Health and Human Services Department.
- § Serves as subject matter expert in the delivery of children's services programs with a high level of initiative, independent judgment, and discretion, as well as strong and effective management and leadership skills.
- § Keeps current with best practices and emerging issues, policies and regulations in children's services and provides professional social work consultation to staff.
- § Selects, trains, evaluates and disciplines subordinate staff.
- § Develops policies and procedures for the administration of departmental programs. Interprets Federal and State laws affecting the total assigned program.
- § Oversees continuous quality improvement by analyzing local data, preparing detailed written reports for the State and local Board of Supervisors, engaging in case reviews, and monitoring system improvement plans progress.
- § Represents the Department at community organizations, public gatherings and meetings.
- § Actively participates as a member of the Department executive team and participates in strategic planning, policy development, and legislative analysis.
- § Provides Deputy Director and fiscal staff with input to the preparation of annual Division budgets; justifies fund requests and staff allocations; ensures that budget is administered within Division approved expenditure and revenue levels, as requested by the Deputy Director.



- § Establishes and maintains liaison with representatives of State, Federal, and local agencies, and associations and commissions and confers with State and Federal agencies regarding policy and operational matters.
- § May serve as Deputy Public Guardian/Administrator for the conservatorship of individuals needing protective intervention and in the administration of the estate of county residents who die intestate, keeping current with related program practice methodology and issues.
- § Ensures that professional skills and social work concepts are practiced by staff.
- § Performs other duties as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES**

#### **Knowledge of:**

- § Federal, state and local children's social services programs and supporting legislation.
- § Public Guardian/Administrator programs and functions.
- § Principles and practices of basic supervision and management, employee development and public relations.
- § Public funding, budget preparation.
- § Employee development goals and practices.
- § Community needs and resources.
- § Knowledge of adult and senior programs is a benefit for this position for the purposes of coverage and supporting other programs within the Department.

#### **Ability to:**

- § Plan, organize, direct, coordinate and evaluate the activities of multi-disciplinary management, professional, and clerical staff involved in complex and comprehensive programs.
- § Interpret rules and regulations.
- § Analyze situations accurately and adopt an effective course of action; speak and write effectively.
- § Make oral and written presentations clearly and concisely.
- § Enlist the cooperation of and work effectively with community organizations, government agencies and others.
- § Work effectively with county board of supervisors.
- § Establish goals and objectives and follow through on their attainment.
- § Work with various cultural and ethnic groups in a tactful and effective manner.
- § Cover on-call after-hour shifts as needed.

### **MINIMUM QUALIFICATIONS REQUIRED**

#### **Education and Experience:**

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Four (4) years of full-time progressively responsible professional experience working in a public Children's Services (Child Welfare) Program including one (1) year in a management or supervisory capacity.



A master's degree in social work or a related field from an accredited college or university is highly desirable.

**License or Certificate:**

Possession of, or ability to obtain, a California driver's license.

Certification by the California Association for Public Administrators, Guardians and Conservators working within California may be required.

Disaster Service Workers: All Mono County employees are designated as Disaster Service Workers during a proclaimed emergency and may be required to perform certain emergency services at the direction of the department and / or County.

**Additional Requirements:**

Travel, including driving, within and outside of Mono County will be required for meetings and training.

**PHYSICAL DEMANDS AND WORKING CONDITIONS:**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel and drive to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 15 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from a computer system.

While performing the duties of this job, the employee is occasionally exposed to outside/mountain weather conditions. The noise level in the work environment is usually quiet.

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF FRANCISCA AVITIA  
AS DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PROGRAM MANAGER-ELIGIBILITY FOR MONO COUNTY**

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

**I. RECITALS**

Francisca Avitia (hereinafter “Ms. Avitia”) is currently employed by County as Program Manager in the department of Health and Human Services. The County now wishes to employ Ms. Avitia in the at-will position of Program Manager-Eligibility in its department of Health and Human Services in accordance with the terms and conditions set forth in this Agreement. Ms. Avitia wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence November 21, 2023 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Avitia shall be employed by Mono County as its Program Manager-Eligibility in the department of Health and Human Services, serving at the will and pleasure of the Health and Human Services Director (“HHS Director”). Ms. Avitia accepts such employment. The HHS Director shall be deemed the “appointing authority” for all purposes with respect to Ms. Avitia’s employment. The HHS Director and Ms. Avitia will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Avitia’s work. Ms. Avitia’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the HHS Director in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Avitia’s salary shall be Range 14, Step E as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Avitia understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with

PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

5. Ms. Avitia shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2023 to reflect Ms. Avitia’s November 21, 2023, start date. Ms. Avitia understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Ms. Avitia’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Avitia may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Avitia’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Avitia’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the HHS Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Avitia shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Avitia’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Avitia understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Avitia cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore,

should Ms. Avitia's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Avitia's employment, the HHS Director may terminate Ms. Avitia's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Avitia understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Avitia's employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Avitia's employment under this Agreement, Ms. Avitia shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Avitia shall not be entitled to any severance pay in the event that the HHS Director has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Avitia shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Avitia may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Avitia shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Avitia, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Avitia's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent

to alter in any way the fundamental statutory (non-contractual) nature of Ms. Avitia's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Avitia's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Avitia shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Avitia is convicted of a crime involving abuse of office or position.

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

**III. EXECUTION:**

This Agreement is executed by the parties this 21st day of November, 2023.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Francisca Avitia

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

APPROVED AS TO FORM:

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





**RESOLUTION NO. R23-**

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

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

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

**PASSED AND ADOPTED** this 21st day of November, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF MARJOREE NEER  
AS DEPARTMENT OF HEALTH AND HUMAN SERVICES  
HEALTH PROGRAM MANAGER FOR MONO COUNTY**

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

**I. RECITALS**

Marjoree Neer (hereinafter “Ms. Neer”) is currently employed by County as its Health Program Manager. The County now wishes to employ Ms. Neer in the at-will position of Health Program Manager in its department of Health and Human Services in accordance with the terms and conditions set forth in this Agreement. Ms. Neer wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence November 21, 2023 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Neer shall be employed by Mono County as its Health Program Manager in the department of Health and Human Services, serving at the will and pleasure of the Health and Human Services Director (“HHS Director”). Ms. Neer accepts such employment. The HHS Director shall be deemed the “appointing authority” for all purposes with respect to Ms. Neer’s employment. The HHS Director and Ms. Neer will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Neer’s work. Ms. Neer’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the HHS Director in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Neer’s salary shall be Range 14, Step E as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Neer understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with

PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

5. Ms. Neer shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2023 to reflect Ms. Neer’s November 21, 2023, start date. Ms. Neer understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Ms. Neer’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Neer may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Neer’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Neer’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the HHS Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Neer shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Neer’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Neer understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Neer cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore,

should Ms. Neer's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Neer's employment, the HHS Director may terminate Ms. Neer's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Neer understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Neer's employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Neer's employment under this Agreement, Ms. Neer shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Neer shall not be entitled to any severance pay in the event that the HHS Director has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Neer shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Neer may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Neer shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Neer, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Neer's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent

to alter in any way the fundamental statutory (non-contractual) nature of Ms. Neer's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Neer's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Neer shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Neer is convicted of a crime involving abuse of office or position.

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

**III. EXECUTION:**

This Agreement is executed by the parties this 21st day of November, 2023.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Marjoree Neer

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

APPROVED AS TO FORM:

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



**RESOLUTION NO. R23-**

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

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

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

**PASSED AND ADOPTED** this 21st day of November, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF MICHELLE RAUST  
AS CHILDREN’S SERVICES MANAGER IN THE DEPARTMENT OF HEALTH AND  
HUMAN SERVICES FOR MONO COUNTY**

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

**I. RECITALS**

Michelle Raust (hereinafter “Ms. Raust”) is currently employed by County as its Children and Adult Services Manager in County’s department of Health and Human Services. The County wishes to continue to employ Ms. Raust as its Health and Human Services department Children Services Manager, but to modify the terms and conditions of employment as set forth in this Agreement. Ms. Raust wishes to accept continued employment with the County on said modified terms and conditions. This agreement shall supersede and replace, in its entirety, that agreement regarding employment of Michelle Raust entered into on or about October 18, 2022.

**II. AGREEMENT**

1. This Agreement shall commence November 21, 2023 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Raust shall continue to be employed by Mono County as its Children Services Manager in the department of Health and Human Services, serving at the will and pleasure of the Health and Human Services Director (“HHS Director”). Ms. Raust accepts such continued employment. The HHS Director shall be deemed the “appointing authority” for all purposes with respect to Ms. Raust’s employment. The HHS Director and Ms. Raust will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Raust’s work. Ms. Raust’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the HHS Director in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Raust’s salary shall increase from Range 14, Step D to Range 14, Step E as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”) and shall thereafter be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.

4. Ms. Raust understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County's contract with PERS and/or County policy, and also any employee share of the "normal cost" of her retirement benefits that may be mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA).
5. Ms. Raust shall continue to earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of Management-level Officers and Employees," updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Ms. Raust understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Ms. Raust's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Raust may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Raust's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Raust's full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the HHS Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Raust shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Raust's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Raust understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Raust cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning



or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Raust's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Raust's employment, the HHS Director may terminate Ms. Raust's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Raust understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Raust's employment.
10. In the event of a termination without cause under paragraph 9, Ms. Raust shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Raust shall not be entitled to any severance pay in the event that the HHS Director has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Raust shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Raust may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Raust shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Raust, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Raust's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors

is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Raust's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Raust's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Raust shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Raust is convicted of a crime involving abuse of office or position.

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

**III. EXECUTION:**

This Agreement is executed by the parties this 21st day of November.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Michelle Raust

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

APPROVED AS TO FORM:

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



**RESOLUTION NO. R23-**

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

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

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

**PASSED AND ADOPTED** this 21st day of November, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

APPROVED AS TO FORM:

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, Jay Sloane, Christine Bouchard, 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><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
11/7/2023 11:31 AM	County Counsel	Yes
11/2/2023 8:13 AM	Finance	Yes
11/9/2023 8:34 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Real Property  
Negotiation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Closed Session – Real Property Negotiation – CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Garth Moore and Mono County. Under Negotiation: Price, terms, and conditions.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
11/14/2023 2:47 PM	County Counsel	Yes
11/14/2023 10:26 AM	Finance	Yes
11/14/2023 5:55 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 21, 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. Title: County Administrative Officer.

**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
11/13/2023 4:05 PM	County Counsel	Yes
11/2/2023 8:14 AM	Finance	Yes
11/13/2023 4:15 PM	County Administrative Office	Yes