



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Teleconference Only - No Physical Location

Regular Meeting November 9, 2021

TELECONFERENCE INFORMATION

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

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting
http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/98960935880>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 989 6093 5880.

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

To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar ID 989 6093 5880.

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS

A. Rural County Representatives of California (RCRC) Presentation

Departments: Board of Supervisors, sponsored by Supervisor Corless
30 minutes

(Patrick Blacklock, RCRC President and CEO) - RCRC is a thirty-seven county member service organization that champions policies on behalf of California's rural counties. RCRC's President and CEO will provide an update on organizational programming and present (virtually) the proceeds of RCRC's 2021 Annual Meeting to several Mono County community-based organizations. The local recipients of these funds are the Antelope Valley Lions Club, Mono Arts Council, Disabled Sports Eastern Sierra, Eastern Sierra Conservation Corps, and Valentine Eastern Sierra Reserve Fund.

Recommended Action: None.

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 the Board Minutes from the Regular Meetings in October 2021.

Recommended Action:

- 1) Approve the Board Minutes from the Regular Meeting on October 5, 2021.
- 2) Approve the Board Minutes from the Regular Meeting on October 12, 2021.

Fiscal Impact: None.

B. Ordinance Rescinding Chapter 2.08 of the Mono County Code Pertaining to Supervisorial Districts

Departments: County Counsel

Proposed ordinance rescinding Chapter 2.08 of the Mono County Code pertaining to supervisorial districts in anticipation and preparation of the adoption of new district boundaries pursuant to Elections Code section 21500.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: None.

C. Amendment to Contract Agreement with Caporusso Communications

Departments: Economic Development

Proposed contract amendment with Caporusso Communications.

Recommended Action: Approve, and authorize the County Administrator to sign, amendment of existing Caporusso Communications contract with Mono County to include \$15,000 for media and public relations services for the Economic Development Department. New contract total will be \$105,000.

Fiscal Impact: None noted. Tourism budget already includes an allocation of \$15,000 to be applied to this contract amendment.

D. 2021 Snow Removal Priorities

Departments: Public Works - Roads

The Board of Supervisors annually considers policies, procedures, and priorities for the Department of Public Works' snow removal operations that are memorialized through Board Resolution, with supporting written policies and a countywide map.

Recommended Action:

- 1) Receive staff report regarding current snow removal priorities.
- 2) Provide direction to staff regarding modifications to current snow removal priorities.
- 3) Consider and potentially adopt Resolution No. R21-____, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads."
- 4) Provide any desired direction to staff.

Fiscal Impact: None.

E. FY 2020-21 COVID-19 Hospital Preparedness Program (HPP) Supplemental Funding Award Number COVID-19-2602 Appropriations Request

Departments: Public Health

FY 2020-21 COVID-19 Hospital Preparedness Program (HPP) Supplemental Funding Award Number COVID-19-2602 Appropriations Request.

Recommended Action: Approve increasing appropriations in the amount of \$119,428, funded with new grant revenues to support the public health response to COVID-19 retroactively for fiscal year 2020-2021 in the Public Health Department's bioterrorism fund (requires 4/5ths vote approval).

Fiscal Impact: There is no impact to the County General Fund. \$119,428 in additional expenditures for the 2020-2021 fiscal year paid for with \$119,428 in new grant revenues. Expenditures comprised of \$30,000 in equipment and \$89,428 in personnel and indirect cost.

6. CORRESPONDENCE RECEIVED

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

A. Letter from Mono County Superior Court Regarding Public Health Department

A letter from the Mono County Superior Court expressing appreciation for the work of the Mono County Public Health Department, specifically Deputy Director of COVID Operations/Infection Preventionist, Jennifer Burrows and Community Health Outreach Specialist Magnolia Barra.

B. Federal Energy Regulatory Commission (FERC) Letters re: Dams Part of the Lee Vining Creek Project, FERC Project No. 1388-CA

Federal Energy Regulatory Commission (FERC) letters regarding the following: (1) H&H Analyses for Saddlebag Lake Dam and Tioga Lake Dam; (2) Authorization to Use the Traditional Licensing Process; (3) Notice of Intent to File License Application, Filing of Pre-application Document, and Approving Use of the Traditional Licensing Process.

C. Letter from Wildlife Conservation Board (WCB) Regarding Projects Proposed

A letter from the Wildlife Conservation Board (WCB) regarding a proposal to consider the allocation of funds for a grant to provide necessary infrastructure to meet the needs of the growing community and future interest in White Mountain

Research Center. The proposal is scheduled for the November 18, 2021 WCB meeting.

7. REGULAR AGENDA - MORNING

A. Mammoth Lakes Housing Presentation on Access Apartments Project

Departments: Board of Supervisors, sponsored by Chair Kreitz

30 minutes

(Patricia Robertson, Mammoth Lakes Housing Executive Director) - Mammoth Lakes Housing will provide a presentation on their Access Apartments Project in Mammoth Lakes.

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

Fiscal Impact: None.

B. Receive Strategic Planning Update

Departments: County Administrative Officer

20 minutes

(Robert Bendorf) - During 2019, Mono County Supervisors and staff developed a five-year Strategic Plan, consistent with the County's Vision, Mission and Values.

In July 2021, the Board of Supervisors and County Department Heads held retreats, facilitated by Robert Bendorf, to discuss priorities and outcomes for a Strategic Plan Update.

Mr. Bendorf will provide the Board with an update on the process and potential outcomes and provide status on outreach strategies as well a Community Webinar scheduled for November 15, 2021

Recommended Action: Staff recommends the Board receive the report and provide further direction as appropriate.

Fiscal Impact: None noted at this time.

C. Agreement with Beth Cohen, dba Organizational Mind Group

Departments: CAO

10 minutes

(Robert C. Lawton, CAO) - Proposed contract with Beth Cohen, dba Organizational Mind Group, for ongoing Employee Wellness, 360 Evaluation, and Behavioral Health Department consulting services. The proposed contract consolidates and replaces three separate contracts with Beth Cohen for these services.

Recommended Action: Approve County entry into proposed contract with Beth Cohen, dba Organizational Mind Group for Employee Wellness, 360 Evaluation, and Behavioral Health Department consulting services, for a 12-month period commencing September 11, 2021, and terminating September 10, 2022, and a not-to-exceed amount of \$115,000. Authorize the Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The not-to-exceed contract limit of \$115,000 for all services for the 12-month period of the agreement is funded with \$25,000 from the CAO/HR budget (360 evaluations), \$50,000 from the County's health and wellness fund financed with Trindel incentive revenues, and \$40,000 from Behavioral Health sourced revenues.

D. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

10 minutes

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

Recommended Action: None, informational only.

Fiscal Impact: None.

E. Mountain View Fire Update and Review of Emergency Declarations

Departments: Mountain View Fire Emergency Operations Center

10 minutes

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

Recommended Action: Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts.

Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

Fiscal Impact: Continuation of the declared emergencies supports the County's eligibility for state disaster assistance while debris efforts are still underway. Debris removal costs are eligible for reimbursement only when there is an immediate threat to public health and safety.

F. Resolution for Exemption from SB 1383 - Mandatory Organics Collection

Departments: Public Works - Solid Waste

15 minutes

(Justin Nalder, Solid Waste Superintendent) - Proposed resolution to affirm an exemption from the requirements of mandatory organics collection services.

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

Fiscal Impact: By affirming exemption from mandatory organics collection services, significant operational expenses will be avoided. No fiscal impacts would be realized at this time for Solid Waste.

G. Inmate Welfare Fund Annual Report, Fiscal Year 2020-2021

Departments: Sheriff

5 minutes

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

Recommended Action: Receive the Inmate Welfare Fund Annual Report for Fiscal Year 2020-2021.

Fiscal Impact: None.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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9. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, and Ryan Roe. 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 Public Safety Officers Association (PSO). Unrepresented employees: All.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 12:30 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. REGULAR AGENDA - AFTERNOON

A. CalPERS Pension Workshop

Departments: Finance

Item scheduled to start at 12:30 PM (1 hour 15 minutes - 45 minutes presentation, 30 minutes questions and discussion)

(Janet Dutcher, Finance Director; Dan Matusiewicz of GovInvest, Inc.) - Presentation by GovInvest, Inc. covering pension basics, CalPERS policy and investment strategies, current challenges, and how Mono County is doing, including projection of the unfunded accrued liability, its funded status, contribution requirements, and future budgetary impacts.

Recommended Action: None. Presentation and discussion only.

Fiscal Impact: None at this time.

12. 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 9, 2021

Departments: Board of Supervisors, sponsored by Supervisor Corless

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Patrick Blacklock, RCRC President
and CEO

SUBJECT Rural County Representatives of
California (RCRC) Presentation

AGENDA DESCRIPTION:

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

RCRC is a thirty-seven county member service organization that champions policies on behalf of California's rural counties. RCRC's President and CEO will provide an update on organizational programming and present (virtually) the proceeds of RCRC's 2021 Annual Meeting to several Mono County community-based organizations. The local recipients of these funds are the Antelope Valley Lions Club, Mono Arts Council, Disabled Sports Eastern Sierra, Eastern Sierra Conservation Corps, and Valentine Eastern Sierra Reserve Fund.

RECOMMENDED ACTION:

None.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Presentation](#)

History

Time

10/28/2021 11:39 AM

Who

County Counsel

Approval

Yes

10/28/2021 12:25 PM

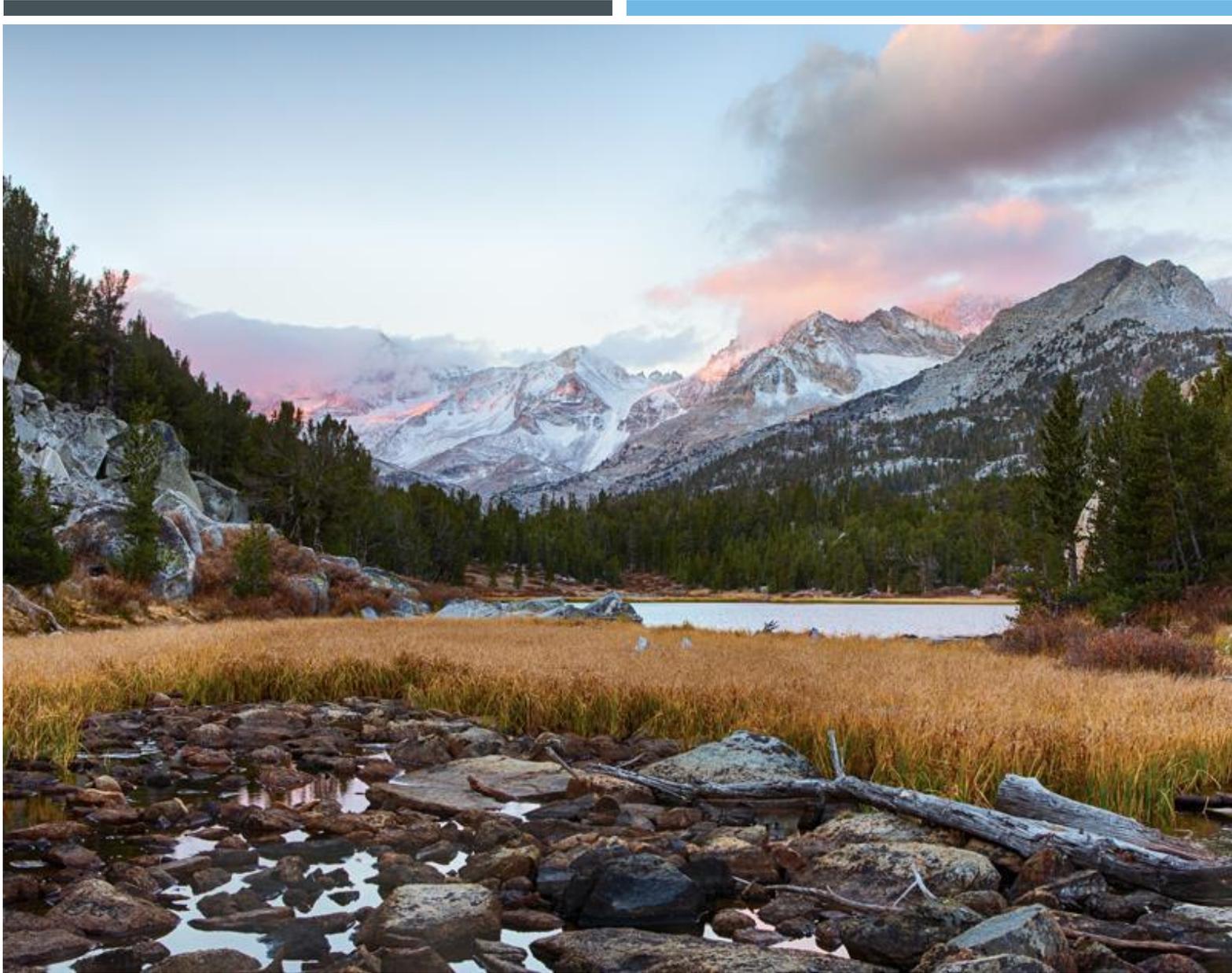
Finance

Yes

10/29/2021 12:32 AM

County Administrative Office

Yes



RURAL COUNTY REPRESENTATIVES OF CALIFORNIA

PATRICK BLACKLOCK
RCRC PRESIDENT AND CEO



RCRC COUNTIES REPRESENT:



12% of the CA population



58% of CA's land mass

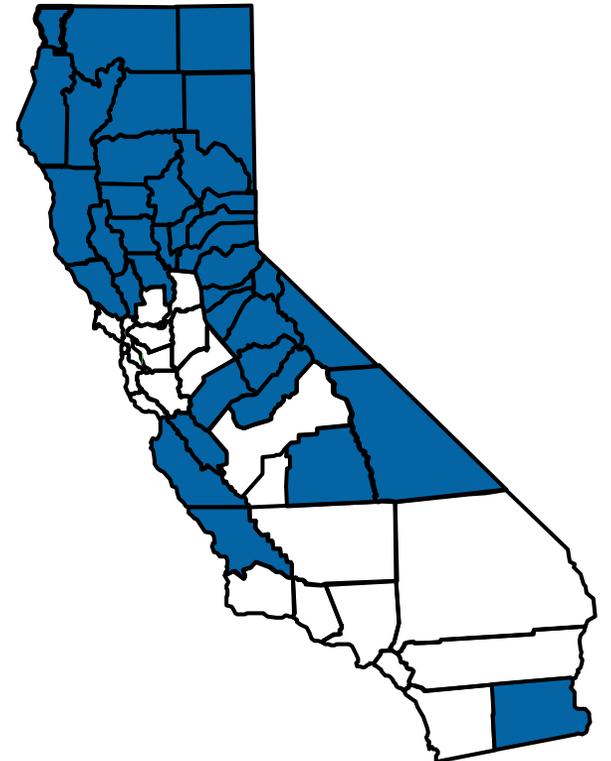


Over 75% of U.S. Forest Service Land in CA

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA

RCRC is a 37 county member services organization that represents the collective unique interests of its membership by:

- Providing legislative and regulatory representation at the state and federal levels
- Providing services to its members to enhance and protect the quality of life in rural California counties



RCRC ORGANIZATION



Divisions

- Government Affairs
- Economic Development
- Business Development
- Administration and Finance

Affiliated Agencies



Rural Counties[✓]
Environmental Services
Joint Powers Authority
ESJPA



GOLDEN STATE
NATURAL RESOURCES

GOLDEN STATE FINANCE AUTHORITY (GSFA)

- GSFA is a statewide housing finance public entity and joint powers authority
- Administers financing programs for:
 - Residential home purchases or refinance
 - Commercial & residential energy efficiency improvement projects
 - Multi-family housing construction
 - Rehabilitation projects & city and/or county infrastructure improvements

GSFA Mission:

Provide affordable housing and contribute to the social and economic well-being of California



GSFA: MONO COUNTY DATA

Single Family Housing Program (Since 1993)



Across California	
Families assisted with home purchase	84,000+
Down Payment Assistance provided	\$645+ Million
Participated in single-family loan financing for a total of	\$15.2+ Billion

Mono County	
Families assisted with home purchase	7
Down Payment Assistance provided	\$13,700
Participated in single-family loan financing for a total of	\$1M

Energy Program Data: Mono County



Advanced Rebate Program Financing

- Residential: **1** Projects Completed, **\$47K** in financing

NATIONAL HOMEBUYERS FUND (NHF)

- NHF is a nationwide non-profit public benefit corporation
- Provides financial assistance programs to assist homebuyers and homeowners

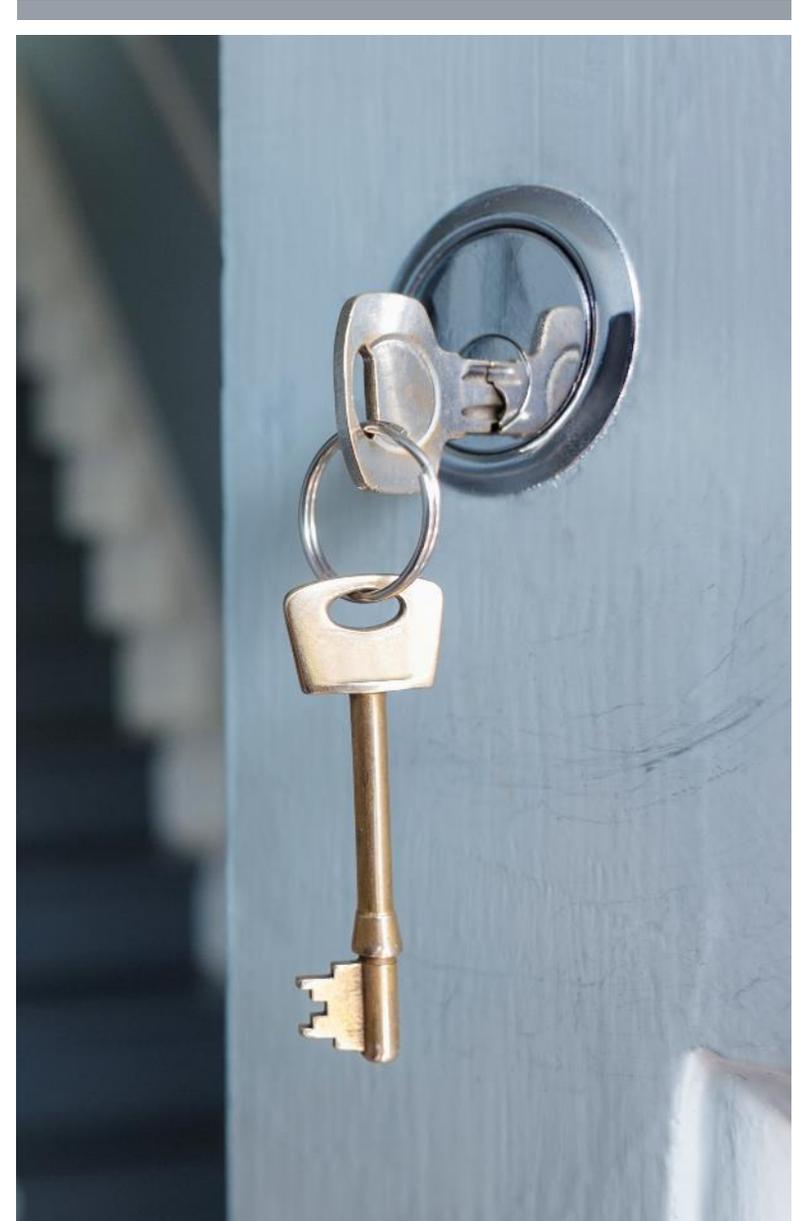
SINCE 1993:



Over **44,800** individuals or families purchase a home



Over **\$380M** in down payment assistance



NHF: MONO COUNTY DATA



Single Family Housing Program (Since 2003)

Across the Nation	
Families assisted with home purchase	44,800+
Down Payment Assistance provided	\$380+ Million
Participated in single-family loan financing for a total of	\$9.1+ Billion

Mono County	
Families assisted with home purchase	15
Down Payment Assistance provided	\$247K
Participated in single-family loan financing for a total of	\$4.8M

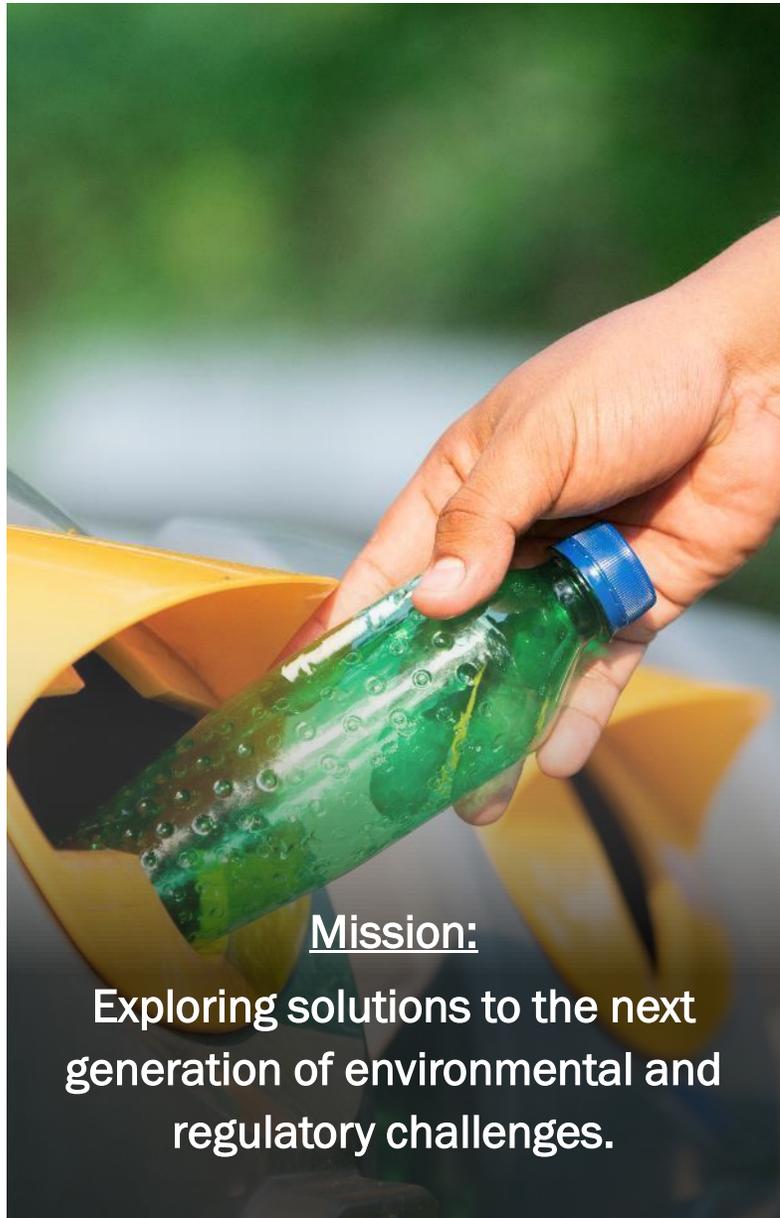
ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)

- A local government agency comprised of 22 rural member counties,
- Formed in 1993 to assist members in complying with regulatory requirements and waste diversion goals.
- Provides regulatory advocacy and technical assistance to rural member counties, supports local public education campaigns and administers grants for recycling and hazardous waste management programs.



Rural Counties 
Environmental Services
Joint Powers Authority

ESJPA



Mission:

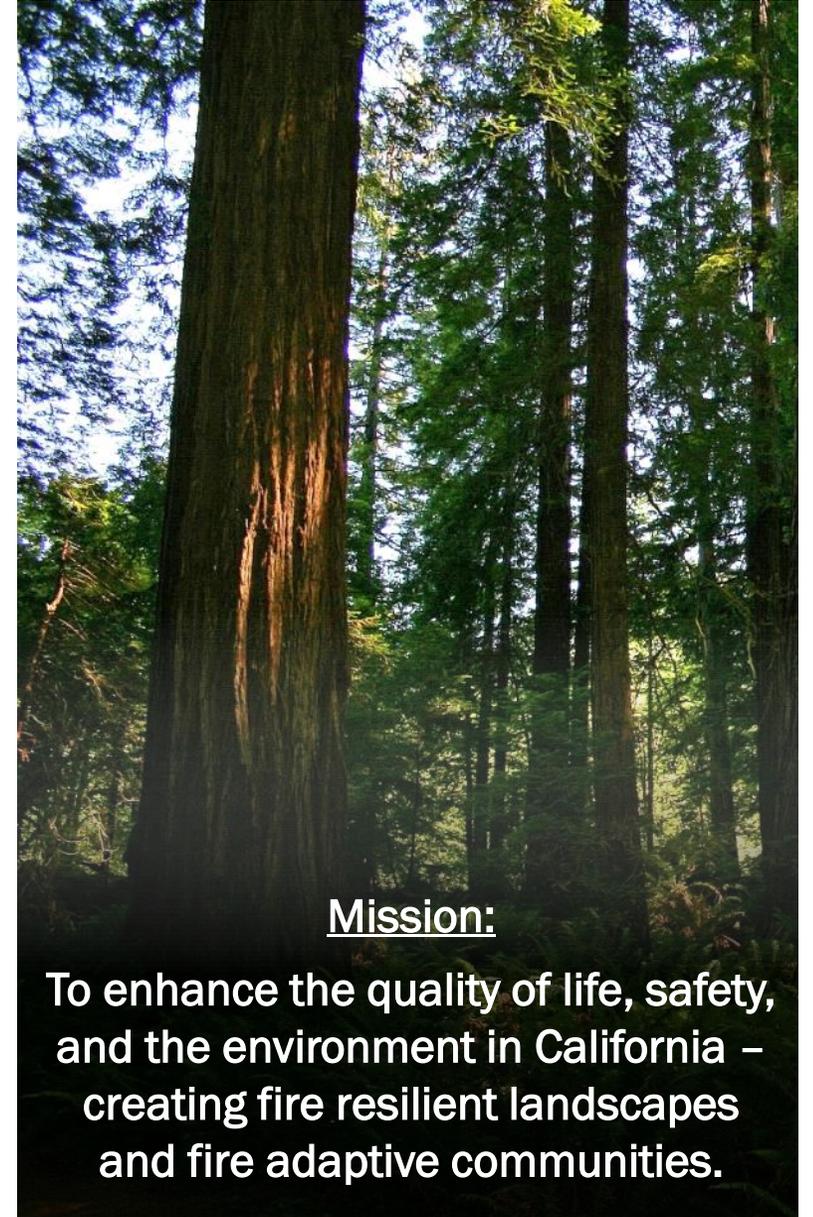
Exploring solutions to the next generation of environmental and regulatory challenges.

GOLDEN STATE NATURAL RESOURCES (GSNR)

- GSNR is a 501c3 public benefit corp. focused on forest resiliency and rural economic development.
- Will reduce excess natural materials from California forests, orchards, and sawmills by transforming it into industrial pellets to sell internationally for energy generation.
 - Program Aims:
 - Increase the number of acres of CA forestland treated for fire mitigation
 - Create jobs and stimulate rural economies
 - Reduce the frequency and severity of catastrophic wildfires in CA
 - By reducing catastrophic wildfire, help to restore ecological and watershed functions



GOLDEN STATE
NATURAL RESOURCES



Mission:

To enhance the quality of life, safety, and the environment in California – creating fire resilient landscapes and fire adaptive communities.

GOLDEN STATE CONNECT AUTHORITY (GSCA)

- RCRC is preparing the formation of a JPA entitled Golden State Connect Authority (GSCA) to increase access to reliable, affordable high-speed broadband for all rural Californians

Three Phases:

1. Ensure all member counties have broadband strategic plans
2. Equip rural counties with informational resources on innovative models and new approaches to deliver broadband
3. Implement open-access municipal broadband demonstration projects

Objective:

Increase access to reliable, affordable high-speed broadband for all rural Californians



51 % of rural Californians do not have access to high-speed internet
–CPUC, “CASF” (April 2021)

RCRC STRATEGIC PLAN



Example:

Goal: Equitable Access

Objective:

Housing: Increase homeownership opportunities for rural Californians through the provision and promotion of affordable housing programs

Metric:

of families or individuals with a home purchase in member counties

Strategy:

Research and identify strategies and partnerships beginning March 2022 to assist member counties seeking to facilitate affordable and workforce housing development.

ON THE HORIZON

- Formation of GSCA JPA and grant submission
- Establishment of RCRC Strategic Plan
- Establishment of GSNR first two implementation site locations

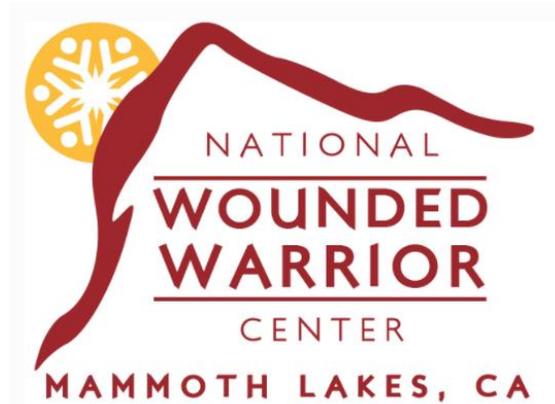


MONO COUNTY CONTRIBUTIONS

- Thank you to Supervisor Stacy Corless for your leadership as the RCRC 2021 Board Chair
- Annually, rural community and business leaders raise money for nonprofits in the county of the RCRC Board Chair
- In 2021, the RCRC Annual Basket Auction and Drawing raised \$56,250 for 5 Mono County nonprofits.



DISABLED
SPORTS
EASTERN
S·I·E·R·A



Antelope Valley
Lions Club

Mono Arts Council



Enriching Life with Art in the Eastern Sierra





RCRC
1215 K St., Suite 1650
Sacramento, CA 95814
(916) 447-4806

QUESTIONS?

KEEP UP WITH RCRC:

- WEBSITE: www.rcrcnet.org
- SIGN UP FOR THE BARBED WIRE NEWSLETTER
- FOLLOW US ON SOCIAL MEDIA:



@ruralcounties



@ca_ruralcounties



@RuralCounties



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the Regular Meetings in October 2021.

RECOMMENDED ACTION:

- 1) Approve the Board Minutes from the Regular Meeting on October 5, 2021.
- 2) Approve the Board Minutes from the Regular Meeting on October 12, 2021.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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DRAFT October 5, 2021 Minutes
DRAFT October 12, 2021 Minutes

History

Time	Who	Approval
11/2/2021 6:12 PM	County Counsel	Yes
10/28/2021 12:26 PM	Finance	Yes

11/5/2021 4:12 PM

County Administrative Office

Yes



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

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

Teleconference Only - No Physical Location

**Regular Meeting
October 5, 2021**

Backup Recording	Zoom
Minute Orders	M21-206 – M21-217
Resolutions	R21-68 – R21-69
Ordinance	ORD21-11 Not Used

9:00 AM Meeting Called to Order by Chair Kreitz.

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Corless.

Supervisor Duggan:

- Request for the Board to adjourn today's meeting in memory of Alex Millan and Ed Parkinson.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Bartshe Miller, Mono Lake Committee Eastern Sierra Policy Director:

- California State Water Resources Control Board issued order amending DWP Mono Basin water rights

Fred Stump:

- Adjourn in memory of Alex Millan

2. RECOGNITIONS

Note:

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

A. Proclamation Designating October 15, 2021 Community Pink Day

Departments: Clerk of the Board

(Rosie Graves, Eastern Sierra Cancer Alliance (ESCA)) - The Eastern Sierra Cancer Alliance (ESCA) requests the Mono County Board of Supervisors proclaim October 15, 2021 as "Community Pink Day" in Mono County in observance of Breast Cancer Awareness and National Mammography Day.

Action: Approve proclamation designating October 15, 2021 as "Community Pink Day" in observance of Breast Cancer Awareness and National Mammography Day.

Kreitz motion. Corless seconded.

Vote: 5 yes, 0 no

M21-206

Chair Kreitz:

- Read proclamation

Marjoree Neer, Eastern Sierra Cancer Alliance Board Member:

- Increasing awareness of breast cancer through early detection and treatment
- 21st Annual Breast Cancer Awareness Fun Run in Bishop next Saturday, October 16

B. Proclamation Designating the Month of October 2021 National Cyber Security Awareness Month

Departments: Information Technology

(Kirk Hartstrom, IT Communications Manager) - October is recognized as Cybersecurity Awareness Month by numerous Federal, State, and local agencies. This item approves a proclamation recognizing Mono County's commitment to cybersecurity.

Action: Approve a proclamation recognizing October as Cybersecurity Awareness Month, and Mono County's commitment to cybersecurity.

Gardner motion. Peters seconded.

Vote: 5 yes, 0 no

M21-207

Chair Kreitz:

- Read proclamation

Kirk Hartstrom, IT Communications Manager:

- Mono County has a commitment to protecting the integrity of our information systems and commitment to protecting the privacy of our citizens' and staff data

Note:

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

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Participated in September JEDI working group meeting
- Number of staff meetings on Redistricting – Community Conversation on Thursday, 10/7
- How the County provides critical services of public guardian, public conservator, and public authority. CAO's office has been working with DA, Social Services, Behavioral Health on looking at ways to realign service provision to our most vulnerable populations
- Recruitment for Public Health Officer
- Strategic Planning process continues – met with Supervisors Kreitz and Gardner and Robert Bendorf
- Completed County application for Fire Safe Council County Wildfire Coordinator Grant – \$175,000
- RCRC meeting
- Currently in Portland at ICMA Conference

4. DEPARTMENT/COMMISSION REPORTS

None.

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 - August 17, 2021

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on August 17, 2021.

Action: Approve the Board Minutes from the Regular Meeting on August 17, 2021.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-208

B. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 8/31/2021.

Action: Approve the Treasury Transaction Report for the month ending 8/31/2021.

Note:

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

Corless motion. Peters seconded.
Vote: 5 yes, 0 no
M21-209

C. COVID-19 WeVax Funding Award and Appropriations Increase Request for FY 2021-22 Public Health Budget

Departments: Public Health

The WeVax+ grant funding opportunity is for vaccine-related services to increase vaccination rates amongst communities that the COVID-19 pandemic has disproportionately burdened. This item requests authorization to execute the grant agreement and increase appropriations by \$350,000 in the public health budget, paid for with the new grant in support the County's response to COVID-19.

Action: 1) Approve increasing appropriations in the amount of \$350,000 in the public health budget, funded with new grant revenues to support the public health response to COVID-19 (requires 4/5ths vote approval); and 2) Authorize the Public Health Director, Bryan Wheeler, to sign the Subcontract Agreement, Non-disclosure Certificate, and Conflict of Interest.

Corless motion. Peters seconded.
Vote: 5 yes, 0 no
M21-210

D. Substance Abuse Block Grant Supplemental Funding County Application

Departments: Behavioral Health

Proposed County Application to the Department of Health Care Services pertaining to Substance Abuse Prevention and Treatment Block Grant (SABG) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) & American Rescue Plan Act (ARPA) Supplemental Funding.

Action: Approve and authorize Behavioral Health Director to sign the County Application Enclosure X: Substance Abuse Prevention and Treatment Block Grant (SABG) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) & American Rescue Plan Act (ARPA) Supplemental Funding Allocation & Enclosure Instructions on behalf of the County.

Corless motion. Peters seconded.
Vote: 5 yes, 0 no

Note:

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

M21-211

E. Echo Contract for Services

Departments: Behavioral Health

Proposed contract with Echo Consulting Services of California, Inc, pertaining to software support, maintenance, and hosting.

Action: Approve County entry into proposed contract and authorize Robert Lawton, CAO, to execute said contract on behalf of the County. Provide any desired direction to staff.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-212

F. InSync Contract for Electronic Health Record (EHR) Services

Departments: Behavioral Health

Proposed contract with InSync Healthcare Solutions, LLC, pertaining to provision of Electronic Health Record (EHR) System Services

Action: 1) Approve the contract between Mono County and InSync for the provision of electronic health record system services and authorize the CAO to execute said contract on behalf of the County.

2) Provide authorization for the Behavioral Health Director to approve minor amendments and/or revisions to the contract that do not substantively modify its terms, with approval as to form by County Counsel.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-213

G. Allocation List Amendment

Departments: Sheriff's Office

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate one (1) Jail Lieutenant and add one (1) Jail Sergeant II in the Office of the Sheriff.

Action: Adopt proposed resolution, R21-68, authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate one (1) Jail Lieutenant and add one (1) Jail Sergeant II in the Office of the Sheriff.

Note:

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

Corless motion. Peters seconded.
Vote: 5 yes, 0 no
R21-68

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. Letter of Commendation from Wes French Regarding the Mono County Sheriff's Department

A letter of commendation from Mono County resident Wes French regarding the Mono County Sheriff's Department.

Ingrid Braun, Sheriff:

- Appreciated the letter
- Sheriff's office pink patch stars – giving them out in exchange for donations to Mammoth Hospital Cancer Outreach Program

Supervisor Peters:

- Shared positive personal experience with Sheriff's Department at Bridgeport Inn

B. Alpine County Informal Comment on the California Public Utilities Commission's (CPUC) Proposed Middle-Mile Map and Mono County's Filing

Informal comments from Alpine County regarding the new middle mile network be extended up the Highway 4 corridor to serve several communities, businesses, and government offices in Calaveras County as well as the communities of Bear Valley and Lake Alpine in Alpine County.

C. USDA Forest Service Long Valley Exploration Drilling Project Update

The Inyo National Forest received a request from KORE Mining Ltd. for approval of a Plan of Operations for mineral exploration on National Forest land at its Long Valley Project area. The decision to move forward with the mineral exploration was made on September 27, 2021.

Emily Fox, Deputy County Counsel:

- No more formal process

Supervisor Corless:

- Given level of public interest and concern about this, request writing letter to

Note:

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

Forest Service requesting regular updates to Board

Supervisor Duggan:

- Request to make sure we have a clear timeline, expectations, concessions that were stated in letter are followed

7. REGULAR AGENDA - MORNING

A. Workshop on Open Range in Mono County

Departments: Agricultural Commissioner

(Nathan D. Reade, Agricultural Commissioner) - This workshop will discuss the open range designation in Mono County, including the history of open range within Mono County and how it relates to the California Food and Agriculture Code.

Action: None.

Supervisor Peters:

- August 4 letter from constituent regarding grazing issues

Nate Reade, Agricultural Commissioner:

- Presentation – history of open range in Mono County, meaning of open range designation

Public Comment:

- William Osborn
- Christine Mead
- George Mead
- Bob McMahon
- Nicholas Bliss

Consensus from the Board to bring back more information regarding amending the Ordinance.

Break: 10:42 AM

Reconvened: 10:50 AM

B. COVID-19 (Coronavirus) Update

Departments: CAP / Public Health

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

Action: None.

Bryan Wheeler, Public Health Director

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-129> – recent metrics, post vaccination infections, Mammoth Hospital status, MUSD update,

Note:

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COVID vaccine school mandate, limited state resources and increased testing, booster shots for those with compromised immune systems, Pfizer boosters for general population, vaccine and testing schedule

C. Response to 2020-21 Grand Jury Continuity Reports

Departments: County Counsel

(Emily Fox, Deputy County Counsel) - Letter to the 2020-2021 Grand Jury responding to several continuity reports on past years' Grand Jury reports. While a response to these continuity reports is not required under the Penal Code, the Board can provide responses and updates to the continuity report findings and updates.

Action: Approve letter response to continuity reports.

Peters motion. Gardner seconded.

Vote: 5 yes, 0 no

M21-214

Emily Fox, Deputy County Counsel:

- Provided background on continuity report

Supervisor Corless:

- Concerns regarding lack of update on Radio System and Solid Waste

D. Budget Amendment Request to Provide for Additional Motor Pool Vehicle Purchases

Departments: Public Works

(Tony Dublino, Director of Public Works) - Budget Amendment Request to provide for additional motor pool vehicle purchases.

Action: Approve Budget Amendment, increasing appropriation in Motor Pool *Capital Equipment: Vehicles* (650-10-723-53010) by \$248,000 (\$78,000 for Probation Vehicles and \$170,000 for Public Health Vehicles) to accommodate additional vehicle purchases (requires 4/5ths vote).

Gardner motion. Corless seconded.

Vote: 5 yes, 0 no

M21-215

Tony Dublino, Director of Public Works:

- Noted not in Staff Report – current appropriation in this line item is approximately \$1.3 million, the increase is on top of the \$1.3 million

Janet Dutcher, Finance Director:

- Probation funding for two additional vehicles – new program created by State,

Note:

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distributed to Counties, dedicated funding that is shared with Social Services

E. Updated Memorandum of Understanding with Long Valley Fire Protection District

Departments: CAO

(Robert C. Lawton, CAO) - Proposed memorandum of understanding with the Long Valley Fire Protection District pertaining to snow removal, storage of Sheriff's equipment, temporary lodging for County employees and cessation of prior agreement to share use of power generator, pertaining to the fire station in Crowley.

Action: Approve County entry into proposed contract and authorize Chair to execute said contract on behalf of the County.

Duggan motion. Gardner seconded.

Vote: 5 yes, 0 no

M21-216

Bob Lawton, CAO:

- Presented item

F. 2021/2022 California State Association of Counties (CSAC) Nominations

Departments: Board of Supervisors

Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2021/2022.

Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year.

Action: 1) Nominate Supervisor Peters to be a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2021/2022 Association year beginning on November 29, 2021; and 2) Nominate Chair Kreitz a member of the Board of Supervisors to serve as an alternate on the CSAC Board of Directors for the 2021/2022 Association year beginning on November 29, 2021.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-217

G. Resolution Authorizing Remote Board of Supervisors Meetings under

Note:

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AB 361

Departments: County Counsel

(Stacey Simon, County Counsel) - Proposed resolution authorizing remote meetings of the Board of Supervisors for the period of October 5, 2021 through November 4, 2021, pursuant to AB 361.

Action: Adopt proposed resolution, R21-69, authorizing remote meetings of the Board of Supervisors for the period of October 5, 2021 through November 4, 2021, pursuant to AB 361.

Gardner motion. Peters seconded.

Vote: 5 yes, 0 no

R21-69

Stacey Simon, County Counsel:

- Presented item

Moved to Item 10.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

9. CLOSED SESSION

Closed Session: 11:50 AM

Reconvened: 1:25 PM

No action to report out of Closed Session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievault, and Ryan Roe. 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 Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono v. K.R. Property Development & Real*

Note:

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Estate et al., Mono County Superior Court Case No. CV200081.

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.

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

Name of case: *Cindy Abshire, et al. v. Gavin Newsom, et al.* (U.S. Dist. Ct. Eastern District, Case No.: 2:21-cv-00198-JAM-KJN).

D. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 36 and 40 Christie Lane, Benton. Agency negotiator: Stacey Simon, Erik Ramakrishnan and John Craig. Negotiating parties: Utu Utu Gwaitu Paiute Tribe, of the Benton Paiute Reservation and County of Mono. Under negotiation: Price and terms of sale.

10. BOARD MEMBER REPORTS

Supervisor Corless:

- 9/22 - county staff JEDI meeting, training set for Nov. 8
- 9/23 - first RCRC Wildfire ad hoc committee meeting, good discussion with former Cal Fire chief Ken Pimlott on situation
- 9/18-10/1 RCRC Annual Meeting--great event and incredible work by RCRC staff, an honor to preside as chair; inspiring discussion with Sec. Leon Panetta, sessions on emerging building technology, the political landscape, NASA Mars missions and its meaning for water on earth (thank you to Mammoth resident Dr. Tom Painter for presenting on this panel), military installations and community engagement. At the board meeting, discussion with US Forest Service Region 5 Forester Jennifer Eberlien, updates on state legislation/end of session, federal situation. RCRC staff mentioned the need for constituents of Asm Bigelow and Sen Borgeas regarding their "no" votes on key pieces of legislation to fund \$1 billion in wildfire prevention programs, asking for board's consensus to speak to legislators. Full details of board meeting here:
https://www.rcrcnet.org/sites/default/files/useruploads/Meetings/Board_of_Directors/2021/October_1_2021/BoardMeeting_Highlights_October_1_2021_FINAL.pdf
- Highlight of the meeting was the basket auction, which raises money for nonprofits in the chair's county. Over \$55,000 was raised, and that money will be shared among the following organizations: Antelope Valley Lions Club, Disabled Sports Eastern Sierra, Eastern Sierra Conservation Corps, Mono Arts Council, and Valentine Eastern Sierra Reserves. Thanks to all who donated to Mono's "basket"--it raised \$6,000: in Bridgeport, donors included Kim Bunn/Bridgeport Rodeo, Fish Enhancement Foundation, Ken's Sporting Goods, Growler's Eatery, and Bridgeport Inn; in Mammoth, Mono Arts Council (including a giant handmade log chair that got a lot of attention), Bluesapalooza, Mammoth Mountain, Devils Creek Distillery, and outside Mammoth, Ski California. Thanks to Supervisor Duggan and Peters with their help (John got the chair to Monterey, which wasn't easy).

Supervisor Duggan:

- 09/22/21 –
 - Friends of the Inyo – I met with Executive Director Wendy Schneider and Jora Fogg regarding upcoming issues affecting the Eastern Sierra.

Note:

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- I attended the TGWA meeting where we discussed their response to the OVGA draft of the GSP. Concern was again expressed at the lack of outreach and inclusion of input from the Tri Valley area, so a series of meeting will be held next week to give the public one more chance to provide feedback on the plan as it pertains to the Tri Valley.
- 09/23/21 –
 - CSAC/RCRC Counties Webinar – I attended a CalPERS webinar hosted by CSAC and RCRC. The webinar provided information on changes to the program along with guidance on suggested percentages for county contributions.
 - I participated in the IMACA Board meeting that reviewed financials, administrative needs, and upcoming challenges for the organization. The area Food Distribution calendar continues to grow based on needs and there are ongoing issues with mortgage for the Glass Mountain affordable housing property. Although the dispute with the state-sponsored lending program has been ongoing for many years, the Board has given staff direction to prevent adverse borrow impacts for other projects.
- 9/24/21 – Ed Parkinson Celebration of Life – I attended the Celebration of Life in Benton for Ed, who passed away in March 2020. It was great to be able to represent to County and my district, enjoy great barbecue, and reminisce about Ed and his contributions to building the community of Benton. Ed generously donated many pieces of land, including parcels for the Benton Community Center, The Ida Lynn Memorial Park, the land for the Community Church and the land for the high school. Ed started the Benton and Chalfant Fire Departments in 1968, and the community has expressed desire to rename the Benton Fire House in his honor. I would be happy to work with staff to make this happen.
- 9/28 – 30/21 RCRC 2021 Annual Meeting – I traveled to Monterey to attend the annual meeting in person along with Supervisor Peters and CAO Lawton. RCRC Board Chair Corless and the entire RCRC staff did an outstanding job of providing content for the program. It was fitting to have Former US Secretary of Defense give his perspective while the decision on the Federal Government shutdown was unfolding (he was also a Director of the Office of Management and Budget.) Other sessions featured the effects of Migration in California, innovations in Alternative Housing, where we saw a demonstration of 3D printed house. One of the highlights for me was the session discussing Space Exploration and Water on Earth, that took us to Mars and into the clouds above our own Eastern Sierra in search of water – past, present, and future. Lastly, the panel discussing the 21st Century Challenges to California’s Military Mission brought to light the impacts our military workforce and families have on our rural communities, including financial, housing, and volunteerism. The conference provided many ideas and resources we can explore and apply to the needs of Mono County.

Supervisor Gardner:

- On Wednesday Sept. 22 I participated in the monthly meeting of the June Lake Chamber of Commerce. Topics discussed included the Chambers summer efforts to keep the Village clean, various Chamber fall programs, and a proposal to create a parking area by the balanced rock in June Lake.
- On Friday Sept. 24 I participated in a meeting with ESSRP staff and others about possible grant funding for next year’s Dispersed Camping project. Various opportunities are available for funding.
- On Monday Sept. 27 I joined a webinar sponsored by the Urban Institute on Leveraging Community Expertise to Advance Health Equity. This presentation had several good ideas and examples about how to reach out to underserved

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communities to provide better health care.

- On Monday the 27th I also joined CAO Lawton and Robert Bendorf to talk about the next steps for the County's strategic planning effort.
- On Tuesday Sept. 28 I participated in a call with Stacey Adler, Mono County Supt. of Schools, and various county staff to talk about planning for the proposed Children's Summit next summer. The group reviewed several data indicators to be used to assess the overall condition of children in the county.
- On Wednesday, Sept. 29 I listened to a webinar sponsored by the Hamilton Project on Resilience After Recession: The Emerging Landscape for American Workers and Families. This webinar provided interesting data about the employment impact of the recent recession and its impact on families, plus other information about the impact on poverty rates and overall safety net programs.

Chair Kreitz:

- Wednesday, September 22, I attended the State Rent Assistance Program Advisory Group meeting. The state is spending down federal and state funding and is not in jeopardy of losing funds.
- Later that day, I met with IT Director Nate Greenberg to discuss the redistricting process.
- Thursday, September 23, my first meeting was with the Eastern Sierra Continuum of Care Budget Subcommittee. This was the first meeting of the committee, so there was a lengthy discussion on background. We didn't get through our entire agenda and will be meeting again soon to discuss future funding resources and allocations.
- My next meeting on Thursday, was with the CSAC Housing, Land-use, and Transportation committee staff to discuss programming for the upcoming annual conference.
- On Tuesday, September 28, I met with CAO Lawton and Robert Bendorf to discuss the strategic planning process.

Supervisor Peters:

- Week before last, I attended the IMACA meeting, a few NACo meetings covering legislative updates
- One call to action that came out today regarding the Emergency Broadband Benefit Program
- RCRC – Mono Arts Council chair donation
- Next week, attending WIR Conference in Utah and will not be attending the October 12 BOS meeting

Moved to Item 9.

ADJOURNED AT 1:25 PM in honor of Ed Parkinson and Alex Millan.

ATTEST

**JENNIFER KREITZ
CHAIR OF THE BOARD**

Note:

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QUEENIE BARNARD
ASSISTANT CLERK OF THE BOARD



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

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

Teleconference Only - No Physical Location

**Regular Meeting
October 12, 2021**

Backup Recording	Zoom
Minute Orders	M21-218 – M21-223
Resolutions	R21-70 – R21-71
Ordinance	ORD21-11 Not Used

9:02 AM Meeting Called to Order by Chair Kreitz.

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

Supervisors Absent: Peters.

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

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

2. RECOGNITIONS

A. Proclamation Designating the Month of October 2021 Domestic Violence Awareness Month

Departments: Clerk of the Board

(Matias Bernal, Wild Iris Executive Director) - Proclamation designating the month of October 2021 as Domestic Violence Awareness Month.

Action: Approve proclamation designating the month of October 2021 as

Note:

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Domestic Violence Awareness Month.

Corless motion. Gardner seconded.

Vote: 4 yes, 0 no, 1 absent

M21-218

Chair Kreitz:

- Read Proclamation

Matias Bernal, Wild Iris Executive Director:

- Provided background on Wild Iris – celebrating 40 years of service
- Seen a challenge in providing safe haven to those fleeing abusive relationships due to lack of additional funding
- Fundraising opportunities

Supervisor Gardner:

- Interested in funding needed to meet service demands

Supervisor Corless:

- American Rescue Plan dollars that have not been allocated

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Strategic planning work with Alicia Vennos, Robert Bendorf, Justin Caporusso
- Interview with HR Director candidate
- Redistricting Community Conversation
- ESCOG meeting
- Tour with Tony Dublino, key solid waste sites
- Civic Center opening

Chair Kreitz:

- Request from the Eastern Sierra Child Support Services Agency to place a kiosk for child support payments in the Civic Center lobby

4. DEPARTMENT/COMMISSION REPORTS

Tony Dublino, Director of Public Works:

- Civic Center – soundproofing, snow rails, electric vehicle chargers
- Facilities – transitioning to winter approach, funding through CalOES, solar project
- Recreation update
- Road division update
- Bridgeport Jail project

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion

Note:

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unless a board member requests separate action on a specific item.)

A. FY 2020-2021 County Audit Engagement Letter

Departments: Finance

This audit engagement letter between the County of Mono and the audit firm of Price Paige & Company, and subject to an existing contract for services entered into on August 7, 2018, establishes an understanding about the audit services to be performed and the responsibilities of each party.

Action: Approve Chair of the Board of Supervisors signature on the Fiscal Year 2020 - 2021 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company.

Corless motion. Gardner seconded.

Vote: 4 yes, 0 no, 1 absent

M21-219

B. Green Fox Events Contract Agreement for Services

Departments: Public Health

Mono County has been allocated \$350,000 through the WeVax+ funding opportunity for vaccine-related services to increase vaccination rates amongst communities that the COVID-19 pandemic has disproportionately burdened. \$100,000 of that funding has been allocated towards Outreach Events. Green Fox Events and Guest Services will provide event management and coordination for two (2) separate COVID-19 Vaccine Outreach Events. The first is scheduled for October 17, 2021, with the second date to be determined.

Action: None.

Gardner motion, no second.

Motion Failed.

Chair Kreitz:

- Concerns about two events costing \$100,000
- Events in outlying areas vs Mammoth Lakes

Supervisor Duggan:

- Helpful to see a detailed budget and outreach plan

Bryan Wheeler, Public Health Director

- WaVax Grant is based on incentives
- Deliverables are incentive related

Bob Lawton, CAO:

Note:

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- Request that item be withdrawn in its entirety at this time and resubmitted taking into account the concerns that have been discussed

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. Letter from Fire Safe Councils of the Eastern Sierra Regarding Concerns about Wildfire Activity

Letter from Fire Safe Councils of the Eastern Sierra and members of the Regional Forest and Fire Capacity Program regarding concerns about wildfire activity in and around our communities.

Public Comment:

- Juliana Olinka-Jones – intent behind the letter is to make the Board aware of entities within the community that are very involved in wildfire safety, promoting safety, reduce wildfire.
- Holly Alpers, Regional Forest and Fire Capacity Program – process of getting letter together
- Robbie Di Paolo – excited about increased efforts, additional collaboration

B. State Water Resources Control Board Order Approving Petitions for Change and Issuing Amended Licenses 10191 and 10192

State Water Resources Control Board, Division of Water Rights order approving petitions for change and issuing amended Licenses 10191 and 10192 (Applications 8042 and 8043) held by the City of Los Angeles, Department of Water and Power (LADWP).

The petitions include a request to modify flow regimes in four creeks tributary to Mono Lake as recommended in the 2010 Mono Basin Stream Restoration and Monitoring Program: Final Report on Synthesis of Instream Flow Recommendations to the State Water Resources Control Board and the Los Angeles Department of Water and Power. The change in flow regimes would trigger the need for construction of a new outlet at Grant Lake Reservoir (GLR) to achieve such flows. Other changes include implementation of conditions consistent with the 2013 Settlement Agreement Regarding Continuing Implementation of Water Rights Orders 98-05 and 98-07 between LADWP and interested parties for the continuance of stream and habitat restoration of tributary creeks to Mono Lake.

Supervisor Gardner:

Note:

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- After the first of the year, as work starts on this matter, we should get updates from DWP as well as Mono lake Committee about impact, progress, and results

7. REGULAR AGENDA - MORNING

A. Review and Declaration of September 14, 2021, California Gubernatorial Recall Election Results

Departments: Elections

(Scheereen Dedman, Registrar of Voters) - Presentation of certified election results. Request for declaration of results. To view the complete Statement of Vote (that will be submitted to the Secretary of State electronically, when available), visit the link below:

<https://monocounty.ca.gov/elections/page/september-14-2021-california-gubernatorial-recall-election-results>

Action:

- 1) Approve as correct the Statement of Votes for the September 14, 2021, California Gubernatorial Recall Election; and
- 2) Pursuant to the Statement of Vote, approve as correct the total votes cast for the September 14, 2021, California Gubernatorial Recall Election.

Gardner motion. Duggan seconded.

Vote: 4 yes, 0 no, 1 absent

M21-220

Scheereen Dedman, Registrar of Voters:

- Presented item

Break: 10:12 AM

Reconvened: 10:21 AM

B. Presentation - Building a Financially Resilient Mono County

Departments: Finance

(Janet Dutcher, Finance Director) - This is an updated version of a May 15, 2018, presentation given by the Finance Department about Government Finance Officers' Association (GFOA) identification of eight essential characteristics of a financially resilient system and the building blocks of long-term financial planning. This is a good opportunity to revisit this framework in advance of the October 19th workshop discussing Mono County revenues and revenue enhancement opportunities.

Action: None.

Janet Dutcher, Finance Director:

- Presentation – Sustainability vs Resiliency, Eight Characteristics of a Resilient Financial System, Building Blocks of Long-term Planning

Note:

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C. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

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

Action: None.

Bryan Wheeler, Public Health Director

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-130> – recent metrics, post vaccination infections, Mammoth Hospital status, Mono County vaccination rate and data by ethnicity, zip code, COVID vaccine school mandate, booster shots, vaccine and testing schedule

D. 30-day Review of Campfire Ordinance Prohibiting Open Fires on Private Property and County-Operated Campgrounds in Unincorporated Mono County

Departments: CAO

(Robert C. Lawton, CAO) - The Board has requested that the Ordinance prohibiting open fires on private property and County-operated campgrounds within unincorporated Mono County (Ord. 21-08), adopted as an urgency measure on August 17th, be reviewed every thirty days for consideration of continuing need.

Action: Review Ord. 21-08 and determine there is no longer a continuing need to prohibit open fires on private property and in County-operated campgrounds. Give direction to staff to take down signs. Ordinance will be drafted to go on consent next week to rescind Ord. 21-08.

Sheriff Braun:

- Recommend rescinding ordinance

Tony Dublino, Director of Public Works:

- In light of weather, appropriate to rescind ordinance

E. Mountain View Fire Update and Review of Emergency Declarations

Departments: Mountain View Fire Emergency Operations Center

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

Action: Determine there is a need to continue the local state of

Note:

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emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020). Staff direction to return next week with a resolution terminating the declaration.

Corless motion. Gardner seconded.

Vote: 4 yes, 0 no, 1 absent

M21-221

Justin Nalder, EOC Director:

- Majority of affected families and properties have been addressed – most went through CalOES remediation and cleanup project
- Temporary and intermediate housing
- Looking at nine properties that have not been addressed – six are tribal properties, two are properties where the owners decided to opt out of the clean up program but would have otherwise qualified, and one property that is a “no contact” property
- How to address the issues at hand outside of programs or County obligation

Stacey Simon, County Counsel:

- Next week, if we get confirmation that there are no other outstanding reasons for keeping the declarations in place, it can be terminated then.

F. Approval / Delegated Authority to Write a Letter to State Assemblymember Bigelow and State Senator Borgeas Regarding Public Resources Trailer Bill (SB 155)

Departments: Board of Supervisors

(Supervisor Corless) - This item was requested by Supervisor Corless for the purpose of seeking the Board's approval/delegated authority to write a letter to State Assemblymember Bigelow and State Senator Borgeas expressing the Board of Supervisors' disagreement with their recent vote against Senate Bill 155 (Public Resources Trailer Bill).

Action: Authorize Supervisor Corless to draft and execute on behalf of the Board a letter to Assemblymember Bigelow and Senator Borgeas.

Gardner motion. Kreitz seconded.

Vote: 4 yes, 0 no, 1 absent

M21-222

Supervisor Corless:

- Request Board consensus on exploring further and working with RCRC to develop a letter to send to State Assemblymember Bigelow and State Senator Borgeas

G. Letter to USFS Regarding Decision Memo Issued for KORE Mining Long Valley Drilling Exploration

Note:

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

Departments: Community Development

(Wendy Sugimura, Community Development Director; Emily Fox, Deputy County Counsel) - Letter to the Inyo National Forest requesting input, a timeline and regular updates regarding KORE Mining Ltd.'s exploratory drilling project in Long Valley.

Action: Approve and authorize Chair to sign proposed letter as drafted with additional CC'ed recipients.

Duggan motion. Corless seconded.

Vote: 4 yes, 0 no, 1 absent

M21-223

Emily Fox, Deputy County Counsel:

- Reviewed proposed letter

H. Local Enforcement Agency (LEA) Independent Hearing Officer

Departments: Public Health

(Louis Molina, Environmental Health Director) - Proposed Resolution would replace the current LEA Independent Hearing Panel with an Independent Hearing Officer.

Action: Adopt proposed resolution replacing the current LEA Independent Hearing Panel with an Independent Hearing Officer.

Corless motion. Gardner seconded.

Vote: 4 yes, 0 no, 1 absent

R21-70

Louis Molina, Environmental Health Director:

- Presented item
- Provided background on LEA Independent Hearing Panel

I. Employment Agreement - Risk Manager

Departments: HR and County Counsel

(Stacey Simon, County Counsel) - Proposed resolution approving a contract with Jacob Sloane as Risk Manager, and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Adopt Resolution R21-71, approving a contract with Jacob Sloane as Risk Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Note:

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

Fiscal Impact: The cost for an entire fiscal year is \$123,807 of which \$99,552 is salary and \$24,255 is the cost of benefits, and was included in the approved budget.

Corless motion. Gardner seconded.

Vote: 4 yes, 0 no, 1 absent

R21-71

Stacey Simon, County Counsel:

- Presented item

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

9. CLOSED SESSION

Closed Session: 12:13 PM

Reconvened: 12:58 PM

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, and Ryan Roe. 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 Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Initiation of Litigation

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

Action: The Board authorized staff to file comments on behalf of the County in the matter of the Petition of the Public Advocates Office for Rulemaking to amend General Order 133-D to establish minimum service quality standards for all essential communications services pending before the California Public Utilities Commission related to broadband and voice over internet protocol service in Mono County.

Note:

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10. BOARD MEMBER REPORTS

Supervisor Corless:

- 10/5 - State Natural Resources Agency Biodiversity Council meeting, presentations on the Land Water Conservation Fund and how land management agencies use LWCF to acquire lands for conservation.
- 10/6 - Invited to Mammoth Lakes Lions Club meeting to talk about county redistricting
- 10/7 - Presented on redistricting at Mammoth Voices meeting, many thanks to Supervisor Duggan for attending, and special thanks to our Board Clerk Queenie Bernard for making an excellent overview presentation, and to Clerk-Recorder-Registrar Scheereen Dedman for attending and helping out with information.
- 10/9 - Eastern Sierra Council of Governments meeting - many administrative items, including contract with Executive Director, and issuing RFP for
- Eastern Sierra Pace and Scale Accelerator Project Consultants (CA Dept of Fish and Wildlife grant awarded to ESCOG).
- Southern California Edison Government Advisory Panel meeting - meeting of local government representatives in SCE's northwest territory (Mono, Inyo, Kern, Ventura, Santa Barbara counties and cities), presentations on three programs - Transportation Electrification (charging stations), Building Electrification, Public Safety Power Shutoff Readiness. See attached presentation for details on each program, all of interest to our communities, can ask SCE to schedule a presentation to our board as needed.

Supervisor Duggan:

- Several meetings this past week were cancelled and rescheduled, gave a great opportunity to work with staff on items coming before the Board. Upcoming review of the GSP for OVGA. Fabulous work from Community Development Director Wendy Sugimura and Deputy County Counsel Emily Fox.
- Attended and participated at Mammoth Voices about Redistricting – good for this particular group to see how the tool works, and what the goals are.
- Yesterday, I participated in the preliminary events at the WIR Conference in Salt Lake City, UT

Supervisor Gardner:

- On Wednesday Oct. 6 I participated in the monthly meeting of the June Lake Citizens Advisory Committee. Topics discussed at the meeting included the Active Transportation Plan, a COVID update, and the status of continued remote meetings.
- On Friday Oct. 8 I participated in the regular meeting of the Eastern Sierra Council of Governments. Agenda items included approval of several actions to support and continue ESCOG operations and approval of pursuit of selected recreation-related grant applications.

Chair Kreitz:

- Met with Robert Bendorf after our regular meeting last week, October 5th, to further discuss the County's strategic planning process.
- October 6th I met with MLH Executive Director Patricia Robertson to discuss various potential housing solutions, including ways to use the County's land holdings. Later that day I attended the Town Council meeting.
- Thursday, October 7th I met with Friends of the Inyo staff, Jora Fogg to learn about the Bodie Hills Conservation efforts.
- Later I attended the MLH Fundraising Committee meeting where we discuss the

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October 16th Access Apartment kickoff. Please join us on this Saturday at 238 Sierra Manor Road at 3PM.

- Also on Thursday, I met with staff from the State Treasury office and the Deputy Director of TCAC to discuss Mono County's activity, or lack thereof, in applying for Low Income Housing Tax Credits.
- Lastly, I watched the community conversation on redistricting Thursday evening.
- Friday, October 8th I participated in the MLH Access Apartment weekly project update. We met with the architects to discuss some of the necessary changes in order to have the project ready for a HomeKey grant application.
- Yesterday, October 11th I attended a meeting with MLH and HCD staff for a HomeKey pre-application meeting.

ADJOURNED AT 1:15 PM.

ATTEST

**JENNIFER KREITZ
CHAIR OF THE BOARD**

**QUEENIE BARNARD
ASSISTANT 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 9, 2021

Departments: County Counsel

TIME REQUIRED

SUBJECT Ordinance Rescinding Chapter 2.08
of the Mono County Code Pertaining
to Supervisorial Districts

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance rescinding Chapter 2.08 of the Mono County Code pertaining to supervisorial districts in anticipation and preparation of the adoption of new district boundaries pursuant to Elections Code section 21500.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Ordinance

History

Time	Who	Approval
11/5/2021 11:03 PM	County Counsel	Yes
11/5/2021 11:03 PM	Finance	Yes
11/5/2021 11:03 PM	County Administrative Office	Yes



ORDINANCE NO. ORD21-__

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
RESCINDING CHAPTER 2.08 OF THE MONO COUNTY CODE PERTAINING TO
SUPERVISORIAL DISTRICTS UPON ADOPTION OF NEW DISTRICT
BOUNDARIES BY RESOLUTION PURSUANT TO
ELECTIONS CODE SECTION 21500**

WHEREAS, pursuant to Elections Code section 21500 following each federal decennial census, and using that census as a basis, the Board of Supervisors of each county in California must adjust the boundaries of the supervisorial districts within the county so that the districts are as nearly equal in population as required by the United States Constitution; and

WHEREAS, pursuant to Elections Code section 21500, new or revised supervisorial district boundaries may be adopted by ordinance or resolution; and

WHEREAS, Mono County Code Chapter 2.08 describes the County's supervisorial district boundaries as they are currently drawn; and

WHEREAS, in anticipation of the adoption of revised supervisorial district boundaries, which shall be done via Board resolution, the Board of Supervisors wishes to rescind Chapter 2.08 of the Mono County Code upon its adoption of new district boundaries.

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

SECTION ONE: Chapter 2.08 of the Mono County Code is hereby rescinded, in its entirety, upon adoption by the Board, by resolution, of a final map outlining the revised supervisorial district boundaries following and based upon the 2020 federal decennial census.

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

PASSED, APPROVED and ADOPTED this _____ day of _____, 2021, by the following vote, to wit:

AYES:

NOES:

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ABSENT:

ABSTAIN:

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: Economic Development

TIME REQUIRED

SUBJECT Amendment to Contract Agreement
with Caporusso Communications

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract amendment with Caporusso Communications.

RECOMMENDED ACTION:

Approve, and authorize the County Administrator to sign, amendment of existing Caporusso Communications contract with Mono County to include \$15,000 for media and public relations services for the Economic Development Department. New contract total will be \$105,000.

FISCAL IMPACT:

None noted. Tourism budget already includes an allocation of \$15,000 to be applied to this contract amendment.

CONTACT NAME: Liz Grans

PHONE/EMAIL: 760-924-1738 / lgrans@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Amendment
Contract

History

Time	Who	Approval
10/28/2021 11:35 AM	County Counsel	Yes

11/2/2021 12:21 PM

Finance

Yes

11/5/2021 4:12 PM

County Administrative Office

Yes



MONO COUNTY

ECONOMIC DEVELOPMENT

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-4634 • (760) 924-1697 (Fax)

Alicia Vennos
Economic Development Manager
Avennos@mono.ca.gov
760-924-1743

Jeff Simpson
Economic Development Manager
Jsimpson@mono.ca.gov
760-924-4634

STAFF REPORT

SUBJECT: Proposed contract amendment with Caporusso Communications.

RECOMMENDATION: Approve amendment of existing Caporusso Communications contract with Mono County to include \$15,000 for public relations services for the Economic Development Department. New contract total will be \$105,000.

BACKGROUND: In prior years, Economic Development has contracted with an external vendor for public and media relations services, up to \$21,000 for a twelve-month period. Due to the COVID pandemic, a contract has not been in place since 2019. In working with Caporusso Communications during the pandemic on various communications projects and the Joint Information Center, and given that Caporusso Communications is supporting other County departments, it makes sense to leverage Caporusso Communications' knowledge and expertise of the County to effectively resume and enhance the Economic Development PR and Media outreach efforts.

DISCUSSION: Caporusso Communications will assist the Economic Development Department with a public relations strategic plan including the development of an editorial calendar for press releases and story ideas based on seasonality, events, or other attractions all with the goal of increasing overnight visitation to Mono County. Scope of work will also include drafting and pitching of press releases based on the editorial calendar, managing a database of media contacts and correspondence with media, as well as other public relations duties as needed (assisting with media inquiries and visits, editing staff generated content for press releases, e-newsletters, etc.).

FISCAL IMPACT: None noted. Tourism budget already includes an allocation of \$15,000 to be applied to this contract amendment.

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
CAPORUSSO COMMUNICATIONS COMPANY FOR THE PROVISION OF
COMMUNICATIONS AND PUBLIC RELATIONS SERVICES**

This Agreement and First Amendment is entered into _____, 2021 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Caporusso Communications Company of Roseville, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on August 9, 2021 and pertaining to Contractor's provision of Communications and Public Relations Services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, the parties entered into the Contract for the purpose of Contractor providing communications and public relations services to the County Board of Supervisors and Administrator; and

WHEREAS, County has requested that Contractor additionally provide communications and public relations services to the Mono County Economic Development Department; and

WHEREAS, accordingly, there is a need to amend the scope of work and contract limit of the Contract to provide for such additional services;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$90,000 to \$105,000.
2. The Scope of Work of the Contract (Exhibit A) is hereby amended to add the following:

Contractor shall provide communications and public relations services to the Mono County Department of Economic Development, upon request of the Director of Economic Development or her designee.

3. The Schedule of Fees of the Contract (Exhibit B) is hereby amended to add the following:

For the services and work performed by Contractor upon request of the Director of Economic Development or her designee, County shall pay contractor a monthly fee of \$1,250 for 12-13 hours of work. Additional hours shall be billed at \$135 per hour. Work shall be invoiced separately from work provided to other County departments.

4. All other provisions of the Contract not modified herein shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

Robert C. Lawton, County
Administrative Officer

Justin Caporusso

Date

Date

Approved as to Form:

County Counsel

**AGREEMENT BETWEEN COUNTY OF MONO
AND CAPORUSSO COMMUNICATIONS COMPANY
FOR THE PROVISION OF COMMUNICATIONS AND PUBLIC RELATIONS SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the public relations services of Caporusso Communications Company, of Roseville, California (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 County Administrative Officer (CAO) or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

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

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

2. TERM

The term of this Agreement shall be from August 3, 2021, to June 30, 2022, 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 NINETY THOUSAND DOLLARS (\$90,000), (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. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence and One Million dollars (\$1,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including

death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

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

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

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

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

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Robert C. Lawton, CAO
P.O. Box 696
Bridgeport, CA 93517
rlawton@mono.ca.gov

Contractor:
Caporusso Communications Company
209 Pinecrest Court
Roseville, CA 95678
916) 412-0571
justin@caporussocommunications.com

25. COUNTERPARTS

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

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any

force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

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

COUNTY OF MONO

CONTRACTOR

By: 
Jennifer Kelly (Aug 9, 2021 08:00 PDT)

By: 
Justin J. Caporusso (Aug 9, 2021 12:42 PDT)

Title: Chair, Mono County Supervisor

Title: President, Caporusso Communications

Dated: Aug 9, 2021

Dated: Aug 9, 2021

APPROVED AS TO FORM:


Christy Milovich (Aug 5, 2021 14:53 PDT)

County Counsel

APPROVED BY RISK MANAGEMENT:



Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND CAPORUSSO COMMUNICATIONS
FOR THE PROVISION OF COMMUNICATIONS AND PUBLIC RELATIONS SERVICES**

TERM:

FROM: August 3, 2021 TO: June 30, 2022

SCOPE OF WORK:

At the request of the County Administrative Officer, Contractor shall draft communications and public relations materials including, but not limited to, press releases, correspondence, flyers, web and social media content, newsletters and public information sheets for the County or any of its individual departments.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND CAPORUSSO COMMUNICATIONS
FOR THE PROVISION OF COMMUNICATIONS AND PUBLIC RELATIONS SERVICES**

TERM:

FROM: August 3, 2021 TO: June 30, 2022

SCHEDULE OF FEES:

County shall pay Contractor \$85.00 per hour for the provision of work and services under this Agreement. Total payments shall not exceed \$90,000 as set forth in paragraph 3.D of the Agreement.

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: Public Works - Roads

TIME REQUIRED

SUBJECT 2021 Snow Removal Priorities

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Board of Supervisors annually considers policies, procedures, and priorities for the Department of Public Works' snow removal operations that are memorialized through Board Resolution, with supporting written policies and a countywide map.

RECOMMENDED ACTION:

- 1) Receive staff report regarding current snow removal priorities.
- 2) Provide direction to staff regarding modifications to current snow removal priorities.
- 3) Consider and potentially adopt Resolution No. R21-___, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads."
- 4) Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Kevin Julian

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Exhibit A
Exhibit B

History

Time	Who	Approval
10/28/2021 11:36 AM	County Counsel	Yes
11/2/2021 11:47 AM	Finance	Yes
11/5/2021 4:12 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: November 09, 2021
To: Honorable Chair and Members of the Board of Supervisors
From: Kevin Julian, Road Operation Superintendent
Re: Review of Snow Removal Priorities

Recommended Action:

1. Receive staff report regarding current snow removal priorities.
2. Provide direction to staff regarding modifications to current snow removal priorities.
3. Consider and potentially adopt Resolution No. R21-____, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads."
4. Provide any desired direction to staff.

Fiscal Impact:

None.

Discussion:

The Board of Supervisors annually considers policies, procedures, and priorities for the Department of Public Works' snow removal operations that are memorialized through Board Resolution, with supporting written policies and a countywide map.

Upon annual review of the priorities and map, the Board has the opportunity to add or delete streets, change priorities or procedures, or make other changes as necessary.

Public Works has confirmed with the Eastern Sierra Unified School District that their bus routes remain the same and will not require changes in snow removal priorities for this season.

The draft Board Resolution with Exhibits are included with this item. Also included is a quick-reference spreadsheet listing the roads and their respective priority, by road district. Full-size copies of the map and individual Road Area maps are available through public works.

Specific Administrative changes

None

Specific Operational Changes

None

If you have any questions regarding this item, please contact me at 760.932.5449. I may also be contacted by email at kjulian@mono.ca.gov.

Respectfully submitted,



Kevin Julian
Road Operations Superintendent

Attachment: Attachment 1 – Draft Resolution
Exhibit A – Snow Removal Policies
Exhibit B – Snow Removal Priority Map



RESOLUTION NO. R21-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RE-ESTABLISHING SNOW REMOVAL POLICIES, PROCEDURES,
AND PRIORITIES FOR COUNTY-MAINTAINED ROADS**

WHEREAS, the Mono County Board of Supervisors recognizes and confirms that snow removal activities are a critical and essential element of the County Road System; and,

WHEREAS, the Mono County Department of Public Works has been delegated the responsibility of administering a safe and expeditious snow removal program for County-maintained roads; and,

WHEREAS, to effectuate such a program, the Board of Supervisors and the Department of Public Works find it necessary to develop snow removal policies, procedures, and priorities; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby approves and adopts the “Mono County Snow Removal Policies, Procedures, and Priorities” for 2021 as specified in the attached Exhibit A and the “Snow Removal Priority Map,” attached hereto as Exhibit B.

BE IT FURTHER RESOLVED that the Board of Supervisors shall, at a minimum, review said program and map annually and make such modifications as they may deem appropriate.

APPROVED AND ADOPTED this ___ day of November 2021, by the following vote of the Board of Supervisors, County of Mono:

AYES :

NOES :

ABSENT :

ABSTAIN :

Jennifer Kreitz, Chair
Mono County Board of Supervisors

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ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel

EXHIBIT A

MONO COUNTY SNOW REMOVAL POLICIES, PROCEDURES, AND PRIORITIES

It is the desire and intention of Mono County to provide snow removal services on paved and gravel roads within the county and to provide access to year-round residences and businesses for emergency vehicles and the public. The amount of safety and convenience to motorists in the winter varies with a number of factors such as weather conditions, the amount of snowfall, and the availability of equipment and manpower. In recognition of the County's limited resources, residents may find that at times of heavy snowfall, wind drift, or avalanche, some roads may be impassable. For the purposes of this document, the County's maintained roads have been separated into five classifications reflecting their priority status for receiving snow removal resources and effort, based on amount of traffic, type of traffic, remoteness of location, elevation, and avalanche conditions. It is not the intention of this policy to create or impose any new mandatory duties upon the County or its staff.

It is within the authority of each Road District Supervisor to maintain the roads in their districts in a reasonably safe condition according to the County's standards. As such, hazardous conditions and public complaints will normally be addressed at this level. Where situations cannot be resolved at this level or assistance is needed, the next step would be to contact the Road Operations Superintendent, followed by the Public Works Director.

SNOW REMOVAL PRIORITIES

The following section describes the County's adopted classification system for snow removal priorities on County-maintained roads. For snow removal class designations for individual County-maintained roads, refer to the most recent "Mono County Maintained Mileage" table and/or "Snow Removal Priority Map," both of which are on file at the Department of Public Works.

Class I

Class I roads are paved roads that are school bus routes and major collectors, which provide the main access for communities to the State Highway System, and County roads that serve as access to fire stations, paramedics, and the Mono County Sheriff's office. These roads will generally receive snow removal resources first and more frequently than subordinate road classifications, and it is the Department of Public Works' goal to keep them open continuously. While roads in this classification may close temporarily for public safety reasons, they will typically be the first to be re-opened. Safety devices, such as cinders and reflective tape on snow poles, may be used more extensively on these roads than for other road classifications.

Class II

Class II roads are primarily paved minor collector roads, which service communities and government offices, but carry less traffic than Class I roads and are not part of school bus routes. These are the second priority to receive snow removal resources. Snow removal efforts and application of cinders are similar to that of Class I roads, but with less frequency of resources and safety devices.

Class III

Class III roads are residential streets, cul-de-sacs, and other paved and gravel community roads. As the third priority designation, these roads generally receive snow removal as soon as all of the Class I and Class II roads have been opened and cleared. Cinders are typically used only in hazardous situations or locations, as determined by the Road District Supervisor, such as on steep grades and at intersections. Snow accumulations of less than three inches may not be plowed except during normal working hours.

Class IV

Class IV roads are other paved and gravel roads that are forest roads, remote roads serving single residences, or high mountain roads with severe snow accumulations and avalanche potential. These roads generally receive snow removal only after all of the above classes of roads are plowed and cleared, typically after the storms have passed. Snow will be removed during daylight hours only (if at all), and overtime hours are typically not authorized. These roads are subject to temporary closure or seasonal closure at the discretion of the Road Operations Superintendent or the Public Works Director, which may be the result of a series of heavy storms or presence of an avalanche hazard. Snow accumulations of six inches or less may not be plowed except during normal working hours. Cinders may be used only in hazardous situations or locations at the Road District Supervisor's discretion.

Class V

Class V roads are primarily other forest roads that are closed during the winter months. These roads receive no snow removal resources or are only opened in the spring after a substantial amount of snowpack has melted.

SNOW REMOVAL PROCEDURES

The following section describes procedures and practices for snow removal operations on County-maintained roads.

Plowing

Plowing usually begins when it appears that snowfall amounts are accumulating to the extent that use of the roads is being adversely affected and dangerous conditions may exist. A small amount of snow, such as 1-2 inches, may not warrant plowing other than during normal work hours. Road District Supervisors may monitor the amount of snowfall accumulations on roads within their jurisdictions. Snow depths of three inches or more may trigger the initiation of snow removal activities. Where existing or anticipated snowfall or high winds begin prior to 7:30 am, snow removal operations may start at or prior to 4:30 am. Starting at 4:30 am may also be required where clean-up operations have not yet been completed from a prior storm. Should questions occur, the Road District Supervisors will coordinate their snow removal operations with the Road Operations Superintendent.

When conditions require continuous plowing to keep roads open, Road District Supervisors, along with the Road Operations Superintendent, will dictate the duration of extended shift to ensure the safety of the snow removal crews and the general public. To reduce stress and

fatigue during these types of extended work shifts, a 30-minute dinner break may be implemented along with normal lunch and coffee breaks.

At the direction of the Road Operations Superintendent or the Public Works Director, deployment of personnel to districts other than their permanent work station may be necessary to provide assistance with snow removal operations where it is most needed (as determined by the County at its discretion), during extreme conditions, or when a shortage of personnel exists. Travel to and from an area other than the operator's normal reporting district is considered hours worked, and a County vehicle will be supplied. In some circumstances, a motel room and meals may be furnished.

Cinders

The purpose for placing cinders on County-maintained roads is to provide a possible additional measure of safety during very icy and/or slippery conditions, as opposed to providing convenience for motorists. Motorists should not be encouraged to rely on cinders on all roads, especially when conditions warrant the use of tire chains and/or snow tires.

The following are some examples of situations or locations where cinders should be used, which are done at the County's discretion:

- Steep hills, curves, or intersections with hard-packed snow or ice when cars can negotiate other areas without chains.
- Roads that are bare for the most part but have patches of snow or ice that may not be expected by motorists.
- Isolated patches of snow or ice that could melt faster with the application of cinders.

Most of these situations would occur after snow storms have passed and snow removal has been completed. Normally, the application of cinders should not be necessary during storms when roads are covered with fresh snow and driving conditions are more uniform and obvious to motorists, and when the use of tire chains is expected.

Snow Stakes

Snow stakes of various colors may be placed along road shoulders to provide visible guides for operators of snow removal equipment. Although they provide some delineation for motorists, the stakes are not intended to be used as traffic delineators.

Steel "U" channel posts are typically used for snow stakes. On certain residential streets, "L"-type guide posts and fiberglass whips may be used. The length of snow stakes may vary from 6 feet to 10 feet. Snow stakes are "generally" placed 2 to 4 feet from edge of pavement unless staff, at its discretion, determines that they should be a different distance. This includes locations along the road, road shoulder or directly behind curbs best determined by the Road staff. Snow poles are normally placed at intersections and at a distance of 100 feet to 250 feet apart. Snow poles may be painted yellow, safety orange or another color.

Reflective Tape

Snow poles (for Class I and Class II roads): on the side of the pole facing traffic, a 3" x 3" strip of colored reflective tape (typically blue or white) is to be placed five feet above the pavement and at the top of the post. On the side facing away from traffic, one strip is to be placed at the top of the post.

Fiberglass whips: on each whip, a 6" strip of colored reflective tape (typically blue or white) is to be wrapped around the top of the whip.

Warning Signs

The intention and purpose of warning signs is to advise motorists of unexpected conditions, when the County determines at its discretion to provide such warnings. In the winter these conditions would normally be ice and, on occasion, suspended snow removal operations.

To warn motorists of icy conditions, permanent signs reading "ROAD MAY BE ICY" may be placed on roads where slippery conditions may not be anticipated at all times. These signs should be placed (if at all) at each end of the road and at critical intermediate locations along the way. Signs should be placed 8 to 12 feet from edge of pavement. Portable temporary signs reading "ICY" may also be utilized, at the County's discretion, where an isolated extreme icy condition exists that is not addressed by permanent signs.

Permanent turn-able or temporary portable signs reading "SNOW REMOVAL SUSPENDED" may be used, at the County's discretion, at locations where plowing activities have been ceased due to the posting of severe avalanche danger advisory by the Sheriff's Department or the presence of other conditions where public and operator safety warrants the suspension of snow removal operations.

Permanent signs reading "SNOW NOT REMOVED BEYOND THIS POINT" may be used, at the County's discretion, where only a portion of the road is plowed. These signs *should* be placed 8 to 12 feet from the edge of pavement, adjacent to the end of the plowed section of roadway.

Permanent turn-able or temporary portable signs reading "ROAD CLOSED" may be used, at the County's discretion, when snow, avalanche, wind, or flooding conditions warrant the closure of a road or portion thereof, for the safety of the public or County employees.

Emergency Road Closures

In emergency situations, the Road Operations Superintendent, and/or the Mono County Sheriff may find it necessary to close County-maintained roads. As soon as reasonably practicable following a determination by the Road Operations Superintendent or Public Works Director that a road or roads warrant closure, notification of the road closure may be given to the Mono County Sheriff and to the California Highway Patrol.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: Public Health

TIME REQUIRED

SUBJECT FY 2020-21 COVID-19 Hospital
Preparedness Program (HPP)
Supplemental Funding Award
Number COVID-19-2602
Appropriations Request

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

FY 2020-21 COVID-19 Hospital Preparedness Program (HPP) Supplemental Funding Award Number COVID-19-2602
Appropriations Request.

RECOMMENDED ACTION:

Approve increasing appropriations in the amount of \$119,428, funded with new grant revenues to support the public health response to COVID-19 retroactively for fiscal year 2020-2021 in the Public Health Department's bioterrorism fund (requires 4/5ths vote approval).

FISCAL IMPACT:

There is no impact to the County General Fund. \$119,428 in additional expenditures for the 2020-2021 fiscal year paid for with \$119,428 in new grant revenues. Expenditures comprised of \$30,000 in equipment and \$89,428 in personnel and indirect cost.

CONTACT NAME: Bryan Wheeler

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

SEND COPIES TO:

Bryan Wheeler, Bri Chappell-McGovern, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Funding Announcement](#)

History

Time	Who	Approval
11/4/2021 1:30 PM	County Counsel	Yes
11/4/2021 6:53 AM	Finance	Yes
11/5/2021 4:12 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: November 9, 2021

TO: Honorable Board of Supervisors

FROM: Bryan Wheeler, Public Health Director

SUBJECT: FY 2020-21 COVID-19 HPP Supplemental Funding Award Number
COVID-19-2602

Recommendation:

Approve increasing appropriations in the amount of \$119,428, funded with new grant revenues to support the public health response to COVID-19 (requires 4/5ths vote approval).

Discussion:

This item is a request for a retroactive budget adjustment. On July 7, 2020, the California Department of Public Health, Emergency Preparedness Office notified Mono County Public Health of additional funding reimbursement to support the health care preparedness and response activities of hospitals, health systems, and health care workers during the COVID-19 pandemic. Funding was utilized to support existing workforce and for the purchase of equipment, related to the COVID-19 response.

Fiscal Impact:

There is no impact to the County General Fund.

\$119,428 in additional expenditures for the 2020-2021 fiscal year paid for with \$119,428 in new grant revenues. Expenditures comprised of \$30,000 in equipment and \$89,428 in personnel and indirect cost.

Submitted by Bryan Wheeler, Public Health Director



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

July 7, 2020

Dr. Thomas Boo
Health Officer
County of Mono
437 Old Mammoth Road, Suite Q
Mammoth Lakes, CA 93546

Authority:

*Coronavirus Preparedness and
Response Supplemental Appropriations
Act 2020*

*Coronavirus Aid, Relief, and Economic
Security (CARES) Act*

Dear Dr. Thomas Boo:

**COVID-19 HPP Supplemental Funding
Award Number COVID-19-2602 County of Mono**

This letter covers COVID-19 HPP Supplemental reimbursement information for the period of March 28, 2020 through June 30, 2021. The Emergency Preparedness Office (EPO) is allocating **\$119,428** to **Mono** in order to support the health care preparedness and response activities of hospitals, health systems, and health care workers on the front lines of this pandemic. This funding should support health care coalitions (HCCs) and other health care entities to prepare them to identify, isolate, assess, transport, and treat patients with COVID-19 or persons under investigation (PUIs) for COVID-19, and to prepare those entities for future special pathogen disease outbreaks.

Your Agency may use discretion to allocate this funding to support hospitals and other health care entities to train workforces, expand telemedicine and the use of virtual healthcare, procure supplies and equipment, and coordinate effectively across regional, state and jurisdictional, and local health care facilities to respond to COVID-19 in the following capabilities (Attachment 1 – Work Plan):

- Health Care and Medical Response Coordination
- Medical Surge

Additionally, your Local Health Department/Local HPP Entity should fund their Local Emergency Medical Agency (LEMSA) a minimum of \$43,175 for their patient coordination and transportation planning. The five multi-county LEMSAs will be directly funded by CDPH at \$56,127 to do the same work as the single county LEMSAs. (Attachment 2 – Funding Table).

EPO will reimburse your Agency within three business days of invoice receipt. In order to receive your allocation, please complete and submit your invoice (Attachment 3 – Invoice) as soon as possible to: LHBTProg@cdph.ca.gov.

Please Submit the following to EPO:

1. Invoice requesting reimbursement at your Agency's full allocation. Use the attached COVID-19 HPP Supplemental Invoice. Submit your invoice to: LHBTProg@cdph.ca.gov.
2. By July 24, 2020, submit a spend plan (Attachment 4 – Spend Plan) to: LHPTProg@cdph.ca.gov.
 - Personnel supported with this funding should not duplicate efforts across other federal grants; exceed 1.0 FTE across all funding sources; and salary is kept below \$189k as required by the funder.
 - Please maintain any supporting documentation for expenditures against this funding.
3. By July 24, 2020, submit a work plan (Attachment 1 – Work Plan) to: LHBTProg@cdph.ca.gov.
4. On a quarterly basis, beginning in October 2020, submit an expenditure report (Attachment 4) and work plan progress report (Attachment 1).

Thank you for the time your Agency has and will continue to invest in this response. I am hopeful that with additional funding your Agency will have the adequate resources for an appropriate response. If you have any questions or need further clarification, please contact your assigned EPO Contract Manager directly.

Sincerely,



Melissa Relles
Assistant Deputy Director
Emergency Preparedness Office
California Department of Public Health



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

TIME REQUIRED

SUBJECT Letter from Mono County Superior Court Regarding Public Health Department

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

A letter from the Mono County Superior Court expressing appreciation for the work of the Mono County Public Health Department, specifically Deputy Director of COVID Operations/Infection Preventionist, Jennifer Burrows and Community Health Outreach Specialist Magnolia Barra.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
11/4/2021 2:03 PM	County Counsel	Yes
10/28/2021 12:26 PM	Finance	Yes
11/5/2021 4:12 PM	County Administrative Office	Yes



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONO**

MARK MAGIT
Presiding Judge
GERALD F. MOHUN JR.
Assistant Presiding Judge

LESTER PERPALL
Court Executive Officer

RECEIVED

100 Thompsons Way
Mailing Address: P.O. Box 1037
Mammoth Lakes, CA 93546

OCT 26 2021

October 20, 2021

OFFICE OF THE CLERK

Jennifer Kreitz, Chair
Mono County Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517

Dear Chair Kreitz and Members of the Board of Supervisors:

The court wants to express its gratitude and appreciation for the work of the Mono County Public Health Department, and to specifically recognize Jennifer Burrows and Magnolia Barra, for assisting the court during a recently completed jury trial. Although all recommended procedures have been instituted by the court to mitigate the transmission of the Covid-19 virus, one of the alternate jurors called in sick and reported a positive test for Covid-19. The court contacted Ms. Burrows who promptly provided information and assistance, including coming to court to discuss best practices with the judge presiding over the trial, then administering Covid-19 tests in the Courthouse to all persons who may have been exposed. Fortunately, all of the persons tested, with the exception of one person, tested negative, and the trial was able to be completed with a verdict reached.

This particular trial concerned the most serious of crimes, murder in the first degree, and a mistrial would have been unfortunate for all concerned. Seating a jury was a difficult process. The court mailed 500 Juror Summons and was just able to seat a jury with only a handful of potential jurors remaining. Without this assistance from Ms. Burrows and Ms. Barra, there was a likelihood of having to declare a mistrial, delaying the defendant's constitutional right to a trial by jury, and the victim's family's hope for justice.

Sincerely,

Lester Perpall
Court Executive Officer
Mono County Superior Court

Honorable Mark Magit
Presiding Judge
Mono County Superior Court



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

TIME REQUIRED

SUBJECT

Federal Energy Regulatory
Commission (FERC) Letters re:
Dams Part of the Lee Vining Creek
Project, FERC Project No. 1388-CA

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Federal Energy Regulatory Commission (FERC) letters regarding the following: (1) H&H Analyses for Saddlebag Lake Dam and Tioga Lake Dam; (2) Authorization to Use the Traditional Licensing Process; (3) Notice of Intent to File License Application, Filing of Pre-application Document, and Approving Use of the Traditional Licensing Process.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letters

History

Time	Who	Approval
10/28/2021 11:38 AM	County Counsel	Yes
10/28/2021 12:26 PM	Finance	Yes
10/29/2021 12:32 AM	County Administrative Office	Yes

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

October 5, 2021

In reply refer to:
Project No. 1388-CA

Wayne P. Allen
Principal Manager
Southern California Edison Company
1515 Walnut Grove Ave
Rosemead, CA 91770-3710

Re: H&H Analyses for Saddlebag Lake Dam and Tioga Lake Dam, FERC Project No. 1388

Dear Mr. Allen:

This is in response to your letters dated February 24, 2021 and March 9, 2021, that submitted the H&H Analyses for Saddlebag Lake Dam and Tioga Lake Dam, which are part of the Lee Vining Creek Project, FERC Project No. 1388. We have reviewed the submittals and we have the following comments.

1. Saddlebag Dam: It is noted that the flow velocity at Station 810.0, which is in an unlined portion of the spillway channel just downstream of the spillway apron, is around 27 ft/s and the flow is supercritical. Please evaluate the downstream channel erodibility potential, and determine if additional erosion mitigation measures are required.
2. Tioga Dam: It is noted that the entire spillway channel is unlined and that flow along some of its length is supercritical, with a peak flow velocity of around 15 ft/s occurring at Station 200. Please evaluate the spillway channel erodibility potential, and determine if additional erosion mitigation measures are required.

Within 45 days of the date of this letter, please address our comments or submit a plan and schedule to address our comments. File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and

Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Rakesh Saigal at (415) 369-3317.

Sincerely,

A handwritten signature in blue ink that reads "Frank L. Blackett". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Frank L. Blackett, P.E.
Regional Engineer

cc:

Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, D. C. 20426
October 8, 2021

OFFICE OF ENERGY PROJECTS

Project No. 1388-081 – California
Lee Vining Hydroelectric Project
Southern California Edison

VIA Electronic Mail

Mr. Matthew Woodhall
Relicensing Project Manager
Southern California Edison
matthew.woodhall@sce.com

Reference: Authorization to Use the Traditional Licensing Process

Dear Mr. Woodhall:

In a letter filed August 12, 2021, Southern California Edison (SCE) requested to use the Traditional Licensing Process (TLP) in preparing a relicensing application for the 11.25-megawatt Lee Vining Hydroelectric Project, located on Lee Vining Creek approximately 9 miles upstream of Mono Lake and the Town of Lee Vining in Mono County, California. On the same date, SCE filed a notice of intent (NOI) and pre-application document (PAD) for the project. The project is located almost entirely on federal land within the Inyo National Forest.

SCE supports its TLP request by noting that: (1) SCE has been actively engaged with stakeholders since May 2020 to the extent that SCE has drafted proposed study plans, and therefore, there is a high likelihood of a timely licensing decision under the TLP; (2) the resource issues are not highly complex or controversial based on the early stakeholder consultation that began in May 2020; (3) the stakeholder costs of participation would be lower under the TLP due in part to the stakeholder's familiarity with the Commission's relicensing processes; (4) there is a considerable amount of existing information documented in the PAD; and (5) SCE and the stakeholders are already participating in or will soon participate in other Integrated Licensing Process (ILP) pre-filing processes for the Bishop Creek Hydroelectric Project No. 1394 and the Rush Creek Hydroelectric Project 1398, and therefore, using the less rigorous TLP in this case will provide flexibility for SCE and the stakeholders as they engage in the multiple relicensing processes.

P-1388-081

2

On September 7, 2021, SCE filed documentation with the Commission showing that it published a notice of the request to use the TLP in the August 7, 2021 edition of *The Sheet*, and the August 12, 2021 edition of *The Mammoth Times*. The notice contained the information required in section 5.3(d)(2) of the Commission's regulations, including a statement requesting that comments on the request to use the TLP be filed with the Commission within 30 days of the NOI and PAD. Comments were filed by California Department of Fish and Wildlife (California DFW) and Mono Lake Committee opposing the use of the TLP.

California DFW states that the ILP would be more appropriate to address what it anticipates to be high levels of controversy and complex resource issues, specifically with respect to California State Water Resource Control Board (Water Board) decisions and settlement agreements related to flow coordination, channel maintenance, and stream and waterfowl habitat restoration in the Mono Basin over the past 30 years. Additionally, California DFW expresses the need for studies on the Yosemite Toad (*Anaxyrus canorus*) and Willow Flycatcher (*Empidonax traillii*), and that the ILP would ensure that the studies gather the needed information and the data is analyzed in a way that informs next steps. Further, California DFW believes that the ILP would be better suited to address unresolved issues among stakeholders, including the extent of the project boundary, sharing and accessing information between parties, and accessing the SCE Operations model. Mono Lake Committee's support for the ILP reiterates California DFW's concerns, and additionally points out that portions of Lee Vining Creek, including the project area, have been determined to be eligible for wild and scenic river designation under the 2019 Inyo National Forest Plan, that the ILP would provide structured and effective collaboration between stakeholders and the Mono Lake Kutzadika'a Tribe that is actively seeking federal recognition, and that use of the ILP would be consistent with other recent relicensing proceedings in the Eastern Sierra region.

Based on staff's review of SCE's PAD, there do not appear to be complex resource issues for this proposed relicensing, and there is already a considerable amount of existing information related to these issues, as documented in the PAD. The issues related to the settlement agreements and Water Board decisions noted by California DFW are not unusual for Commission-licensed hydroelectric projects located in California, and stakeholders are already knowledgeable and familiar with the issues such that use of the TLP should not prevent a timely licensing decision. In addition, SCE is not currently proposing any changes to project facilities or operations, and has actively engaged with stakeholders, including forming Technical Working Groups to develop studies for the project relicensing. SCE has provided a consultation record (Appendix B) with the PAD, and drafts of proposed study plans (Appendix C of their PAD), which were developed with stakeholders in the Technical Working Groups as documentation of early consultation.

P-1388-081

3

Therefore, based on the information that SCE has provided indicating early engagement and outreach with stakeholders, that the complexity of the resource issues is believed to be minor, the level of anticipated controversy and disputes over studies is expected to be minimal, and there is a reasonable amount of available information regarding resources associated with the project, SCE's request to use the TLP is granted.

To ensure that all of the issues and study needs are identified, the TLP requires SCE to carry out specific steps during pre-filing consultation, including an initial joint agency public meeting and site visit, an opportunity for stakeholders to request studies, stakeholder review of a draft license application, and a meeting to resolve any disputes on the draft license application. Under the TLP, if there are disputes over the studies that SCE proposes to conduct, a dispute resolution mechanism is available under section 16.8(b)(6) of the Commission's regulations. Additionally, if SCE files a license application that lacks any necessary information, Commission staff may request additional information or require additional studies at that time.

Section 16.8 of the Commission's regulations describes the pre-filing steps that need to be completed when preparing an application for a hydropower license under the TLP, including consultation and conducting necessary studies [18 C.F.R. §16.8(a)-(e)]. Specific steps that will need to be carried out during pre-filing consultation include an initial joint agency/public meeting and site visit [§16.8(b)(3)]; an opportunity for participants to request studies [§16.8(b)(5)]; preparation and participant review of a draft application [§16.8(c)(4)]; and a meeting to resolve any disputes on the draft application [§16.8(c)(6)]. Please note that the initial joint agency/public meeting, is required to be held no sooner than 30 days, nor later than 60 days, from the date of this letter [§16.8(b)(3)(ii)].

If you have any questions, please contact Kelly Wolcott at (202) 502-6480 or via email at kelly.wolcott@ferc.gov.

Sincerely,



Vince Yearick
Director
Division of Hydropower Licensing

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Southern California Edison

Project No. 1388-081

NOTICE OF INTENT TO FILE LICENSE APPLICATION, FILING OF PRE-APPLICATION DOCUMENT, AND APPROVING USE OF THE TRADITIONAL LICENSING PROCESS

(October 8, 2021)

- a. Type of Filing: Notice of Intent to File License Application and Request to Use the Traditional Licensing Process.
- b. Project No.: 1388-081
- c. Dated Filed: August 12, 2021
- d. Submitted By: Southern California Edison
- e. Name of Project: Lee Vining Hydroelectric Project
- f. Location: Approximately 9 miles upstream of Mono Lake and the Town of Lee Vining, in Mono County, California. The project occupies land within the Inyo National Forest administered by the U.S. Forest Service.
- g. Filed Pursuant to: 18 C.F.R. § 5.5 of the Commission's regulations
- h. Applicant Contact: Matthew Woodhall, Relicensing Project Manager, Southern California Edison, Southern California Edison Company 1515 Walnut Grove Avenue Rosemead, CA 91770, (626) 302-9596, matthew.woodhall@sce.com.
- i. FERC Contact: Kelly Wolcott at (202) 502-6480 or kelly.wolcott@ferc.gov.
- j. Southern California Edison (SCE) filed its request to use the Traditional Licensing Process on August 12, 2021. YCWA provided public notice of its request on September 7, 2021. In a letter dated October 8, 2021, the Director of the Division of Hydropower Licensing approved YCWA's request to use the Traditional Licensing Process.
- k. With this notice, we are initiating informal consultation with the U.S. Fish and Wildlife Service and/or NOAA Fisheries under section 7 of the Endangered Species Act and the joint agency regulations thereunder at 50 C.F.R., Part 402;

Project No. 1388-081

-2-

and NOAA Fisheries under section 305(b) of the Magnuson-Stevens Fishery Conservation and Management Act and implementing regulations at 50 C.F.R. § 600.920. We are also initiating consultation with the California State Historic Preservation Officer, as required by section 106, National Historic Preservation Act, and the implementing regulations of the Advisory Council on Historic Preservation at 36 C.F.R. § 800.2.

- l. With this notice, we are designating SCE as the Commission's non-federal representative for carrying out informal consultation, pursuant to section 7 of the Endangered Species Act and section 305(b) of the Magnuson-Stevens Fishery Conservation and Management Act; and consultation pursuant to section 106 of the National Historic Preservation Act.
- m. SCE filed a Pre-Application Document (PAD; including a proposed process plan and schedule) with the Commission, pursuant to 18 C.F.R. § 5.6 of the Commission's regulations.
- n. A copy of the PAD may be viewed on the Commission's website (<http://www.ferc.gov>), using the "eLibrary" link. Enter the docket number, excluding the last three digits in the docket number field to access the document. At this time, the Commission has suspended access to the Commission's Public Reference Room, due to the proclamation declaring a National Emergency concerning the Novel Coronavirus Disease (COVID-19), issued by the President on March 13, 2020. For assistance, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).
- o. The applicant states its unequivocal intent to submit an application for a new license for Project No.1388-081. Pursuant to 18 C.F.R. §§ 16.8, 16.9, and 16.10 each application for a new license and any competing license applications must be filed with the Commission at least 24 months prior to the expiration of the existing license. All applications for license for this project must be filed by January 31, 2024.
- p. Register online at <https://ferconline.ferc.gov/eSubscription.aspx> to be notified via e-mail of new filing and issuances related to this or other pending projects. For assistance, contact FERC Online Support.

Kimberly D. Bose,
Secretary.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

TIME REQUIRED

SUBJECT

Letter from Wildlife Conservation
Board (WCB) Regarding Projects
Proposed

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter from the Wildlife Conservation Board (WCB) regarding a proposal to consider the allocation of funds for a grant to provide necessary infrastructure to meet the needs of the growing community and future interest in White Mountain Research Center. The proposal is scheduled for the November 18, 2021 WCB meeting.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter](#)

History

Time	Who	Approval
10/28/2021 11:37 AM	County Counsel	Yes
10/28/2021 12:26 PM	Finance	Yes
10/29/2021 12:33 AM	County Administrative Office	Yes



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448

Mono County Board of Supervisors
74 School Street #1
Bridgeport, CA 93517

10/22/2021

WHITE MOUNTAIN RESEARCH CENTER ENERGY AND WATER EFFICIENCY
MONO COUNTY
PROJECT ID: 2021109

Dear Board Members:

The Wildlife Conservation Board (WCB), in addition to other responsibilities, carries out a program that includes the enhancement or restoration of fish and wildlife habitat.

At this time and in response to a request from Regents of the University of California, Los Angeles, WCB proposes to consider the allocation of funds for a grant to provide necessary infrastructure to meet the needs of the growing community and future interest in White Mountain Research Center. The new infrastructure will alleviate stress upon the current inadequate and undersized systems, located in Mono County. This proposal is presently scheduled for the November 18, 2021, Board meeting. An electronic copy of the Preliminary Agenda is available for your review at www.wcb.ca.gov under News and Announcements. A more complete description of each proposal will be contained in the final meeting Agenda, which will be available at www.wcb.ca.gov ten days prior to the Board meeting.

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 205-4730.

Sincerely,

DocuSigned by:

FFB2B729029842B
John P. Donnelly
Executive Director

Enclosure(s)

cc: The Honorable Robert M. Hertzberg

The Honorable Frank Bigelow

ec: Leslie MacNair, Regional Manager
CDFW, Inland Desert Region (6)

Mono County Board of Supervisors
White Mountain Research Center Energy and Water Efficiency
Project ID: 2021109
Page Two

The Honorable Robert M. Hertzberg
Member of the Senate
State Capitol, Room 313
Sacramento, CA 95814-4900

The Honorable Frank Bigelow
Member of the Assembly
State Capitol, Room 4158
P.O. Box 942849
Sacramento, CA 94249-0005



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: Board of Supervisors, sponsored by Chair Kreitz

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Patricia Robertson, Mammoth Lakes
Housing Executive Director

SUBJECT Mammoth Lakes Housing
Presentation on Access Apartments
Project

AGENDA DESCRIPTION:

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

Mammoth Lakes Housing will provide a presentation on their Access Apartments Project in Mammoth Lakes.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Patricia Robertson

PHONE/EMAIL: 760-934-4740 / Patricia@MammothLakesHousing.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Presentation

History

Time	Who	Approval
10/28/2021 11:39 AM	County Counsel	Yes
11/2/2021 11:52 AM	Finance	Yes
11/5/2021 4:12 PM	County Administrative Office	Yes



P.O. Box 260
587 Old Mammoth Road #4
Mammoth Lakes, CA 93546

Mono County
Board of Supervisors
Via email to Queenie Barnard: qbarnard@mono.ca.gov

October 25, 2021

RE: Funding Request for Affordable Housing Development at 238 Sierra Manor Road, Mammoth Lakes – Access Apartments

Dear Chair Kreitz and Honorable Supervisors,

Mammoth Lakes Housing, Inc. (MLH) acquired a commercial property in 2017 through a partial land donation for the purpose of creating affordable housing. MLH is requesting financial support for this project from Mono County to bring desperate housing solutions to our community.

BACKGROUND

Access Apartments, as the project has come to be known, will include eleven one-bedroom apartments, 5 garages, 7 surface parking spaces, secure bike storage, drought-conscious landscaping, new roofs, and other amenities. Each apartment will be approximately 700 square feet and include a bedroom, kitchen/living area, bathroom, storage, balcony, and laundry.

This adaptive reuse of an aging and neglected structure promotes the revitalization of our neighborhoods, animation of our commercial zones, and meets an urgent housing need.



BEFORE



AFTER

This project will serve Mono County residents earning below 80% of the Area Median Income. Pursuant to the various recorded regulatory agreements, this project will be income-restricted for a period of 55 years.

TIMING

We hope to start construction this spring 2022, and complete 9-12 months later in spring 2023.

FINANCING

Since acquisition, MLH has held community design workshops, procured architectural and engineering plans, applied for State, Federal, and local grants, and has recently launched a capital campaign to help raise funds for this important project.

The total development cost of this project after the economic impacts of the COVID-19 public health crisis rose to approximately \$8.4 million. These costs include acquisition, soft costs, construction costs (including contingency), project reserves, etc.

Grants secured include:

- \$1.5 million from the Town of Mammoth Lakes
- \$149,000 Mono County Social Services
- \$60,000 Eastern Sierra Continuum of Care (CESH funds)
- \$50,000 Land donation from previous owner

Grants pending include:

- \$2.7 million CDBG funds (in partnership with the Town of Mammoth Lakes)
- \$1.3 million HOME funds
- \$600,000 Kern Regional Center (CA Dept. for Developmental Services)
- \$200,000 Eastern Sierra Continuum of Care (HHAP funds)

Fundraising:

- \$6,000 in private donations to date
- Pending contributions:
 - Mammoth Mountain Ski Area
 - Oak Valley Community Bank
 - Vons Foundation
 - Union Bank
 - And more!

Local funding commitments make our grant applications more competitive, and the overall project more financially feasible. Additional local funding will allow MLH to leverage approximately \$5,200,000 in State and Federal funds designated for affordable housing development, as well as donations and private investment. This \$5.2 million of leveraged funding represents incremental dollars being invested in the Mono County community. The construction and permanent operations of this development will provide an ongoing economic benefit to our community, on top of the social benefit of creating eleven affordable homes for low-income residents.

This investment in community housing will support our workforce by alleviating overcrowding and providing affordable rents. This project will support our local businesses by providing stable, affordable housing for their employees.

MLH is asking the Mono County Board of Supervisors to allocate \$600,000 towards this imminent housing solution.

HOUSING NEEDS

MLH administers a waiting list for 82 affordable apartments on which there is currently 126 households waiting for an affordable home. Regional housing elements show a need for approximately 1,100 units in the tri-county area. While Phase 1 of The Parcel project will add some relief, the addition of eleven more units at 238 Sierra Manor Road will contribute to our community housing goals.

As the local nonprofit Community Housing Development Organization serving the Eastern Sierra, MLH hopes to replicate this small, infill affordable housing development model throughout the region to continue to meet the housing needs of our communities one project at a time.

We alone cannot solve the housing issues and therefore we recognize the importance of our partnerships. We hope that together we can leverage our individual strengths for collective success towards our mutual goal. Thank you for considering an investment in this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patricia Robertson', with a long horizontal stroke extending to the right.

Patricia Robertson
Executive Director

ATTACHMENTS

1. Access Apartments Presentation

The background is a photograph of a modern, multi-story apartment building with a light-colored facade. The building is partially obscured by a large green graphic element consisting of a vertical bar on the left and a horizontal bar at the bottom, both meeting at a white rectangular area in the center. This white area contains the text. The scene is set outdoors with trees and a clear blue sky.

ACCESS APARTMENTS

Affordable Housing within Reach

ACCESS APARTMENTS

238 Sierra Manor Road
Mammoth Lakes, CA

- Purchased in 2017 through partial land donation
- Slated for 11 one-bedroom apartments, 5 garages and 7 surface parking spaces, secure bike storage
- Total development cost ~8 million
- MLH has two large State grants totaling ~\$4.5 million pending for this project



THE ARCHITECTS

Kevin Daly Architects (KdA) is an architectural practice based in LA and NYC.

With a focus on craft, construction systems, and materials research, our work interweaves innovation in technology and fabrication, new approaches to sustainability and urbanism, and a commitment to livability and economy.

The firm's award-winning portfolio includes environmentally and socially responsive educational, residential, and institutional projects ranging in scale from single-room artist workspaces to campus master planning.



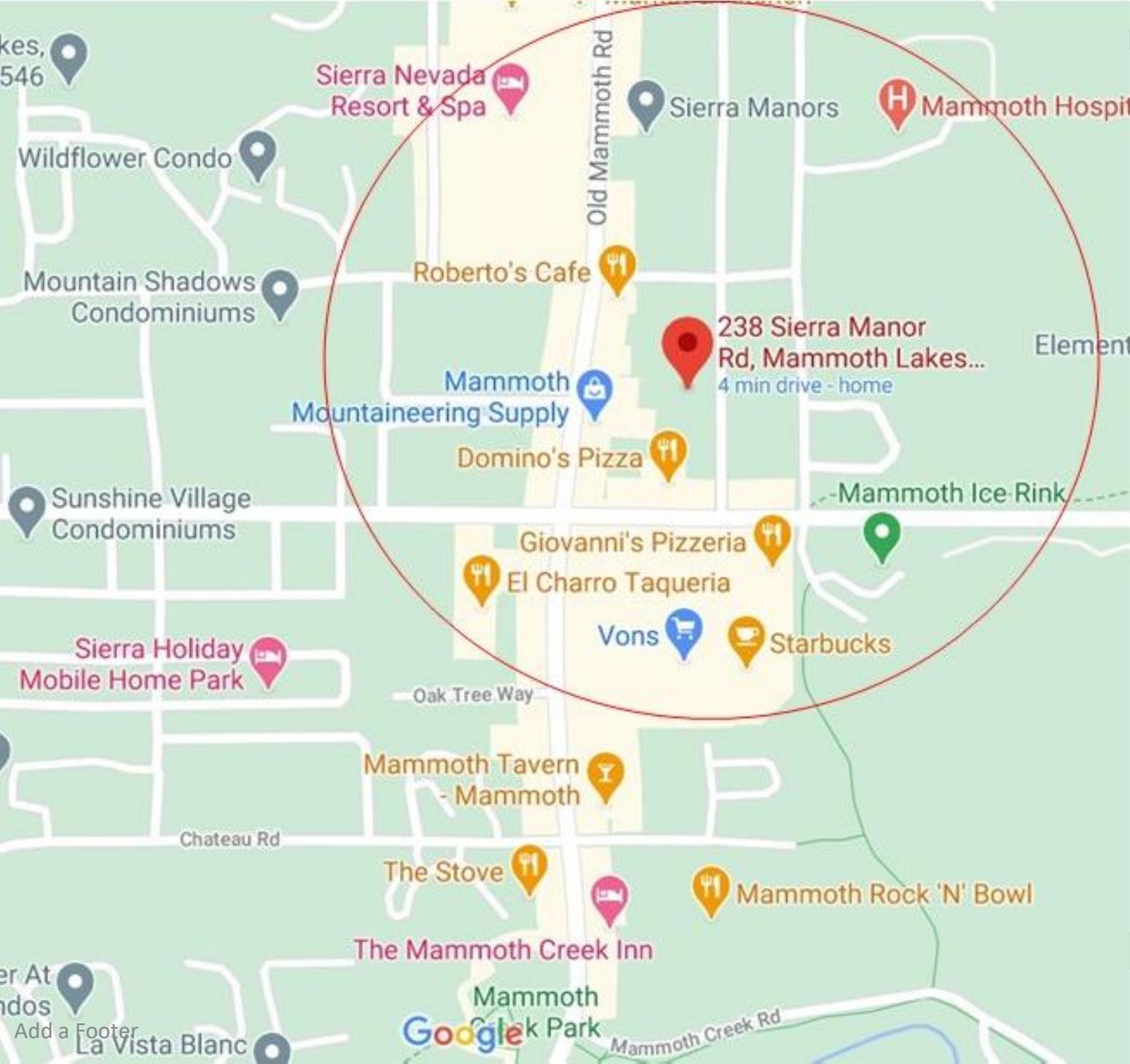
- Experience with adaptive reuse
- Experience with housing and public facility projects
- Award-winning
- Conscious: Environment and social



PUBLIC OUTREACH

- July 22, 2019, MLH hosted two public workshops for the community.
- Family-friendly
- Spanish-speaking staff/architect present
- Approximately 25-30 community members attended and provided feedback which has been incorporated into the final design.
- The architects also presented to the MLH Board during a public meeting in August and solicited additional feedback.





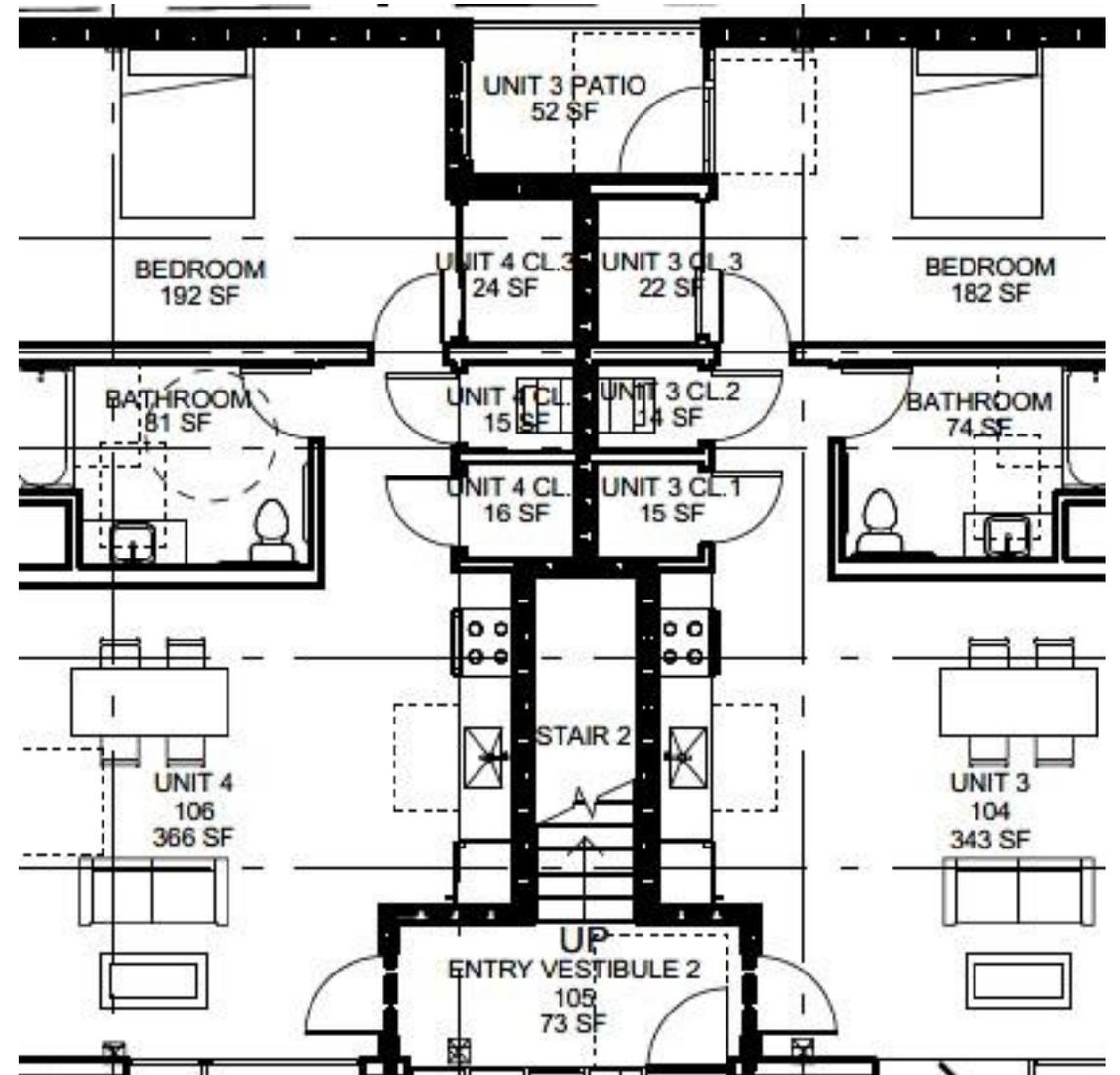
LOCATION

The site is in proximity and walkable to a variety of amenities including:

- Multiple free public transit stops,
- Shopping,
- Schools,
- Public library,
- Medical facilities,
- Community services,
- and more!

11 ONE-BEDROOM HOMES

- Approximately 700 square feet
- In-unit laundry
- Kitchen, bathroom, and bedroom
- 4 ground-floor units
- 1 ADA parking space
- 1 parking space per unit



BEFORE REDEVELOPMENT / REUSE =



AFTER VIBRANT NEIGHBORHOOD =





INCOME LIMITS AND RENTS

INCOME LEVEL	MAX INCOME HOUSEHOLD SIZE 1	MAX INCOME HOUSEHOLD SIZE 2	MAX RENT	PROPOSED # OF UNITS
50%	\$27,650	\$31,600	\$598	2
60%	\$33,180	\$37,920	\$792	6
80%	\$44,200	\$50,500	\$937	3

OUR COMMUNITY



Dakota Snider; Courtesy of MLT



Josh Wray; Courtesy of MLT



Josh Wray; Courtesy of MLT



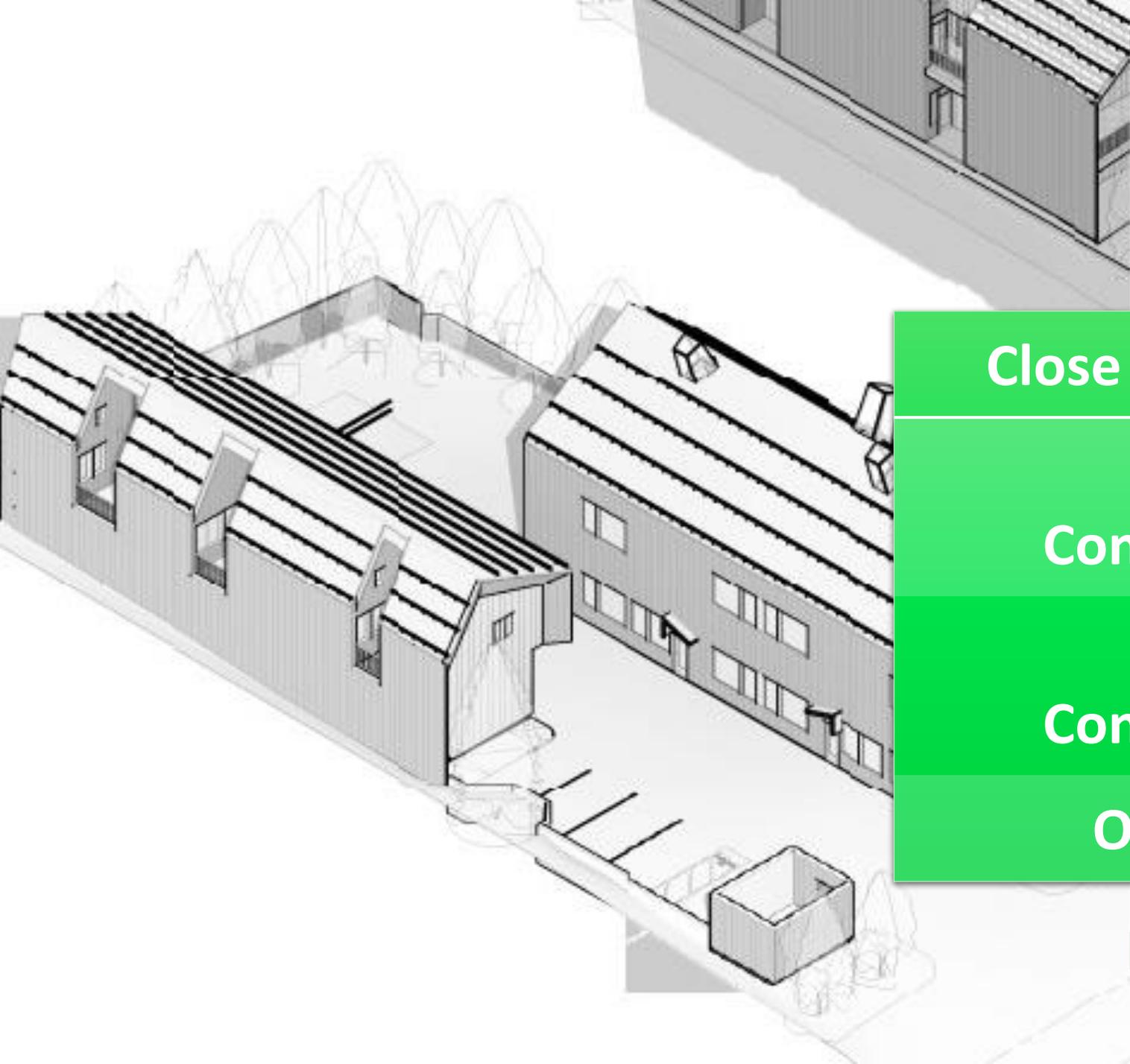
Josh Wray; Courtesy of MLT



Dakota Snider; Courtesy of MLT



Josh Wray; Courtesy of MLT

An architectural rendering of a building complex, showing a large multi-story building with a gabled roof and several smaller structures. The rendering is in a light gray, wireframe style. The main building has a prominent gabled roof with multiple dormer windows. To the right, there's a smaller building with a similar gabled roof. In the foreground, there's a parking area with several parking spaces and a small structure, possibly a utility building or a small office. The background shows a hilly landscape with trees.

TIMELINE

Close financing	April 2022
------------------------	-------------------

Start Construction	April-June 2022
-------------------------------	----------------------------

Finish Construction	June 2023
--------------------------------	------------------

Occupancy	July 2023
------------------	------------------

PROJECT COSTS

July 2021

- Total development cost is different than the construction cost.
- Cost per square foot is on par with other rehabilitation projects.
- As a small infill project, we face many unique challenges including lower site density.
- We are looking for cost savings in design around 5%; however, it is a fine balance between creating a durable project and building it cheaply.

LINE ITEM	COST
Land	\$1,250,000
Construction	\$5,338,301
Soft Costs	\$1,142,755
DIF & Permit Fees	\$160,000
Contingency	\$544,228
Capitalized Reserves	\$60,000
Total Development Cost	\$8,495,284

FINANCING

2019 - 2021

- In 2019, there was little to no gap in project financing.
- ***In 2021, it is estimated that the impacts from the COVID-19 public health crisis and time lapse between grant applications and awards have created a gap of about \$1,000,000.***
- MLH is launching a fundraising campaign to make this project a reality!

SOURCE	AMOUNT
Permanent Loan (USDA 538)	\$503,710
HOME Loan	\$1,374,416
CDBG Loan	\$2,790,698
Affordable Housing Program Grant	\$165,000 <i>(pending)</i>
Town of Mammoth Lakes Grant	\$1,500,000
Mono County Social Services Grant	\$149,545
Deferred Developer Fee to MLH	\$80,000
IMACA Grants	\$260,000
Land Donation	\$50,000
Kern Regional Center	\$600,000 <i>(pending)</i>
Individual / Private Donations	\$100,000 <i>(pending)</i>
Project Homekey (State grant)	\$1,000,000 +/- <i>(pending)</i>
TOTAL DEVELOPMENT COST	\$8,495,284 +/-
GAP IN FUNDS TODAY	\$1,000,000 +/-

ACCESS APARTMENTS

An Affordable Housing Project by Mammoth Lakes Housing
238 Sierra Manor Road | Mammoth Lakes, California

Mammoth Lakes Housing acquired this commercial property in 2017, and is ready to convert two buildings into much-needed affordable housing for residents of Mammoth Lakes. We're asking for community support to help get this project over the finish line!



THE NEED

Mono County and Mammoth Lakes consistently experience an extremely tight housing market. A Needs Assessment showed our area requires 595 more units by 2022 to meet demand. Access Apartments is one of the many essential local housing projects necessary to ensure the stability and security of our neighbors and friends.



before + after

THE PROJECT

- 11 One-bedroom rental apartments
- 5 Garages
- 7 Parking Spaces
- + Secure Bike Storage
- Drought-Conscious Landscaping
- Community Gathering Spaces



THE RESIDENTS

- Residents of the Town of Mammoth Lakes and workers employed in town.
- Households earning below 80% of the Area Median Income: 1 person limit: \$44,200, 2 person: \$50,500, 3 person: \$56,800.

THE LOCATION

- An incredible central, walkable location close to a variety of amenities including free public transit, shopping, schools, medical facilities, library, grocery stores, community services, and more.

THE FUNDING

Access Apartments has been funded through MLH capital, grants, loans, a partial land donation, and local funds. However, due to the lag time between state financing application submission and funding (12+ months), coupled with the impacts to the building industry from the COVID-19 pandemic, the total project cost has increased.

LAND DONATION • IMACA/CESH GRANT • MONO COUNTY GRANT
TOWN OF MAMMOTH LAKES GRANT • PERMANENT FINANCING
MLH CAPITAL • STATE GRANTS/LOANS • COMMUNITY DONATIONS

→ GAP IN FUNDS TODAY

THE FINISH LINE

Mammoth Lakes Housing has completed all pre-development work including bid-ready plans and specifications, building permits, NEPA compliance, market studies, relocation plans, and lead/asbestos surveys, as well as secured \$5 million towards putting the shovel in the ground.

We are almost there!

This is where you come in! We are asking our community to help us in the final stretch to achieve our shared goal of affordable local housing. We need to raise \$1 million in order to ensure the Access Apartments project is completed. Our donors will be celebrated with their names on a commemorative plaque in a prominent location at the project.

- \$50,000+ • Community Housing Stewardship Circle
- \$25,000-\$49,999 • Protective Roof
- \$15,000-\$24,999 • Sustaining Walls
- \$10,000-\$14,999 • Opening Doors
- \$5,000-\$9,999 • Windows of Opportunity
- \$1,000-\$4,999 • Foundation of Community
- up to \$999 • Friends of Access



Please visit mammothlakeshousing.org/donate to make your tax-deductible donation. Thank you for helping create a vibrant neighborhood and community through redevelopment and reuse!



ABOUT MLH



Mammoth Lakes Housing, Inc. is a private, not for profit organization serving Mono, Inyo, and Alpine Counties. Since its inception in 2003, the organization has turned its initial start-up funds of \$210,000 into nearly \$45 million in grants, bonds, and tax credits for workforce housing and directly created 130 rental and ownership homes within Mammoth Lakes.

Visit mammothlakeshousing.org to learn more, or contact Executive Director Patricia Robertson with any questions: (760) 934-4740 or patricia@mammothlakeshousing.org.

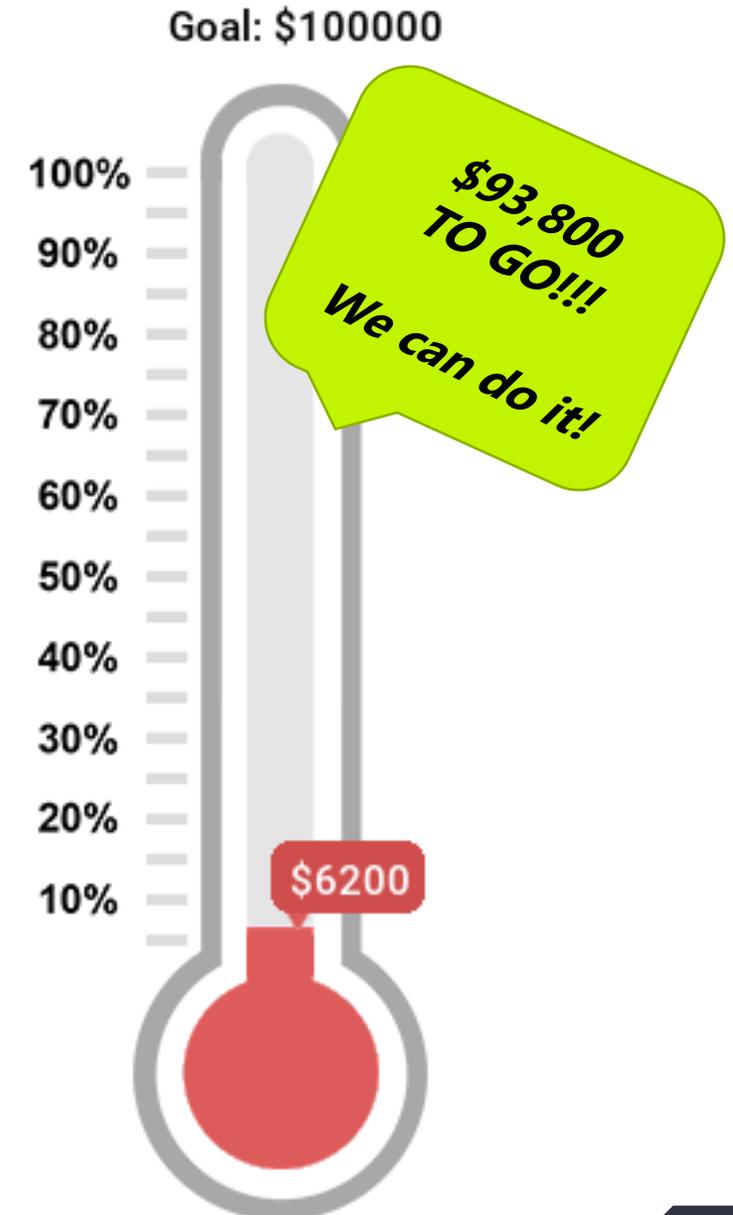
Tax ID 72-155-3662

SPONSORSHIP OPPORTUNITIES

TIER	RECOGNITION
\$50,000 +	Community Housing Stewardship Circle
\$25,000 - \$49,999	Protective Roof
\$15,000 - \$24,999	Sustaining Walls
\$10,000 - \$14,999	Opening Doors
\$5,000 - \$9,999	Windows of Opportunity
\$1,000 – \$4,999	Foundation of Community
Up to \$999	Friends of Access

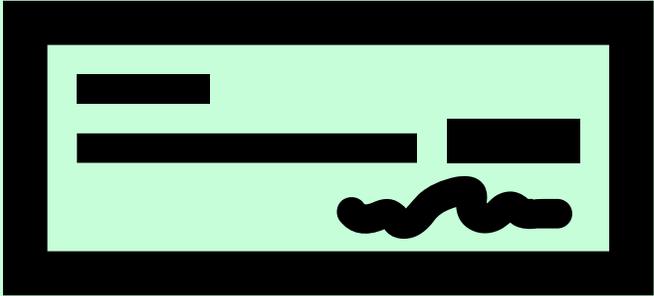
THANK YOU TO OUR DONORS!

- *Community Housing Stewards*
 - Sharon Alper
 - Town of Mammoth Lakes
- *Windows of Opportunity*
 - Century Housing Corporation
- *Friends of Access*
 - Sandy Hogan
 - Todd & Patricia Robertson
 - Ginnie & Jef Chadwick
 - Kelley Barton
- *Pending Fundraising Asks*
 - Mammoth Mountain
 - Mammoth Hospital
 - Oak Valley Community Bank
 - Vons Foundation
 - Union Bank



MONO COUNTY CONTRIBUTION

***ASKING FOR:
\$600,000***



Community Housing Stewardship Circle



MONO COUNTY POSSIBLE SOURCES

1. *Birch Creek Condo proceeds = ~\$190,000*
2. *CDBG Program Income = ~\$268,500*
3. *Housing Set-Aside = ~\$*
4. *General Fund = ~\$*





MAMMOTH LAKES HOUSING NONPROFIT COMMUNITY HOUSING ORG

Committed to community housing in the Eastern Sierra



- Nonprofit 501(c)3
- Established in 2002
- 9-member Board of Directors
- 2 full-time staff persons
- Licensed real estate brokerage



- Excels at program development and implementation
- Experienced grant recipient and administrator
- Deed Restriction Ownership Stewardship (land trust model, below market rate prices)



- State Certified Community Housing Development Organization
- Created 82 rentals and 48 ownership units
- Currently converting a commercial property into 11 affordable apartments

WE ENVISION:

Communities in the Eastern Sierra thrive because everyone has access to safe, affordable, quality housing.

OUR MISSION:

To support community housing for a viable economy and sustainable community.

WE CAN REPLICATE THIS RURAL INFILL MODEL

There is a regional need for more than 1,000 affordable homes in Alpine, Inyo, and Mono counties.

Facilitate a homes/jobs balance to reduce greenhouse gas emissions and promote quality of life.

MLH is an expert in solving the unique challenges we face when competing for grants and leveraging local sources.

MLH wants to contribute to our regional goal of being a great place to live, work, and play!



HOW TO DONATE

- Online: mammothlakeshousing.org/donate
- PayPal QR Code
- Mail
 - PO BOX 260
Mammoth Lakes, CA 93546
- Stop by the office
 - Sherwin Plaza #3
587 Old Mammoth Rd. Suite 4

Tax ID 72-155-3662



Scan. Pay. Go.



MAMMOTH LAKES HOUSING, INC.

THANK YOU!

*I look forward to working together
to secure housing stability
for our community*

Patricia Robertson
Office: (760) 934-4740
Patricia@MammothLakesHousing.org



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: County Administrative Officer

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Robert Bendorf

SUBJECT Receive Strategic Planning Update

AGENDA DESCRIPTION:

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

During 2019, Mono County Supervisors and staff developed a five-year Strategic Plan, consistent with the County's Vision, Mission and Values.

In July 2021, the Board of Supervisors and County Department Heads held retreats, facilitated by Robert Bendorf, to discuss priorities and outcomes for a Strategic Plan Update.

Mr. Bendorf will provide the Board with an update on the process and potential outcomes and provide status on outreach strategies as well a Community Webinar scheduled for November 15, 2021

RECOMMENDED ACTION:

Staff recommends the Board receive the report and provide further direction as appropriate.

FISCAL IMPACT:

None noted at this time.

CONTACT NAME: Robert C. Lawton

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
11/5/2021 11:02 PM	County Counsel	Yes
11/5/2021 11:02 PM	Finance	Yes
11/5/2021 11:02 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: CAO

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Agreement with Beth Cohen, dba Organizational Mind Group

AGENDA DESCRIPTION:

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

Proposed contract with Beth Cohen, dba Organizational Mind Group, for ongoing Employee Wellness, 360 Evaluation, and Behavioral Health Department consulting services. The proposed contract consolidates and replaces three separate contracts with Beth Cohen for these services.

RECOMMENDED ACTION:

Approve County entry into proposed contract with Beth Cohen, dba Organizational Mind Group for Employee Wellness, 360 Evaluation, and Behavioral Health Department consulting services, for a 12-month period commencing September 11, 2021, and terminating September 10, 2022, and a not-to-exceed amount of \$115,000. Authorize the Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The not-to-exceed contract limit of \$115,000 for all services for the 12-month period of the agreement is funded with \$25,000 from the CAO/HR budget (360 evaluations), \$50,000 from the County's health and wellness fund financed with Trindel incentive revenues, and \$40,000 from Behavioral Health sourced revenues.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Agreement](#)

History

Time	Who	Approval
11/5/2021 9:02 AM	County Counsel	Yes
11/4/2021 6:57 AM	Finance	Yes
11/5/2021 4:12 PM	County Administrative Office	Yes



County of Mono

County Administrative Officer

Robert C. Lawton
County Administrative Officer

John C. Craig
Assistant County Administrative Officer

Date: November 9, 2021
To: Honorable Board of Supervisors
From: Robert C. Lawton, CAO
Subject: Agreement with Beth Cohen, Ph.D.

Discussion

I am seeking approval of a contract with Beth Cohen, Ph.D. who has been working with Mono County since 2019 to provide a variety of leadership consulting services to various members of County staff. Ms. Cohen's work has been extremely well-received and has been vital to our management team.

Ms. Cohen will continue to perform three distinct tasks for Mono County – general leadership consultancy services with staff on Health and Wellness issues related to the workplace, coordination of 360 Evaluations for senior staff as requested by the Board and CAO, and certain specific work involving staff trainings, guidance and general consultation on behavioral health topics with the Department of Behavioral Health. Specific duties under each section are outlined in the attached contract.

Funding for these services was anticipated and is budgeted to be expended from Workforce Development, CAO and Behavioral Health departmental budgets.

We very much appreciate the work Ms. Cohen has done to date and look forward to a continued positive relationship with her organization.

**AGREEMENT BETWEEN COUNTY OF MONO
AND BETH A. COHEN, Ph.D., DBA ORGANIZATIONAL MIND GROUP, PC
FOR THE PROVISION OF COUNTY WELLNESS, 360 EVALUATION, AND BEHAVIORAL
HEALTH DEPARTMENT CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of Beth A. Cohen, Ph.D., dba Organizational Mind Group, PC of Dana Point, California (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 to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services and shall be made by the individual noted in Attachment A. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

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

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

2. TERM

The term of this Agreement shall be from September 11, 2021, to September 10, 2022, 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 \$115,000, (hereinafter referred to as "Contract Limit"). Of this total, no more than \$50,000 shall be paid for Health and Wellness; no more than \$25,000 for the conduct of 360 Evaluations; and no more than \$40,000 for Behavioral Health Consulting. 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 total Contract Limit and/or in excess of the stated amount for each type of service provided (i.e., Health and Wellness, 360 Evaluations, or Behavioral Health consulting).

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of Contractor.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence or \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence or \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

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

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

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

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

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

B. Inspections and Audits. Any authorized representative of County shall have access to any non-confidential 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. For purposes of this paragraph 12, confidential information means information of a private or personal nature, including personal experiences, opinions or feelings, that is shared or learned during the provision of services, such that release of the information would reveal or could reveal the source of the information. Notwithstanding the foregoing, such information may be released where required by law or authorized in writing by the individual sharing the information.

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the

Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Robert L. Lawton
P.O. Box 696
Bridgeport, CA 93517
rlawton@mono.ca.gov

Contractor:

Beth A. Cohen
34091 Calle La Primavera, Suite B
Dana Point, CA 92629
Bethcohen99@gmail.com

25. COUNTERPARTS

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

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto. This Agreement shall supersede, and replace in its entirety, that contract between Contractor and County for the provision of 360 Evaluation Services entered into on or about April 19, 2021, which shall be of no further force or effect.

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: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND BETH A. COHEN, Ph.D., DBA ORGANIZATIONAL MIND GROUP, PC FOR THE PROVISION OF COUNTY WELLNESS, 360 EVALUATION, AND BEHAVIORAL HEALTH DEPARTMENT CONSULTING SERVICES

TERM:

FROM: September 11, 2021 TO: September 10, 2022

SCOPE OF WORK:

1. Employee Health and Wellness

As requested by the CAO or his designee, Contractor will provide a variety of leadership consulting services, including assessment, coaching and consultation related to improving the health and well-being of the County workforce. Some examples include: off-site Zoom and telephone meetings with the Mono County leadership team along with on-site leadership coaching and group seminars and meetings; workforce well-being committee development; staff conflict resolution; advising regarding HR-related issues; and debriefings. Contractor may provide all or some of these services and any related consulting, as requested by the CAO.

In addition, Contractor will provide services related to the COVID-19 pandemic including, but not limited to, participating in community presentations or workshops related to coping with COVID-19, assisting staff to develop workplace programs and policies for employees based related on new COVID-19 requirements and issues, and working directly with staff and County leadership on issues related to COVID-19.

2. Conduct of Department Head 360 Evaluations, Analysis and Follow-up Coaching

As requested by the Board of Supervisors (for CAO and County Counsel evaluations) and by the CAO (for Department Head evaluations) Contractor shall prepare, issue and administer 360 evaluations of County Department Heads, County Administrative Officer, and County Counsel utilizing the "Focal 360" through a third-party platform, CustomInsight. Contractor shall then provide analysis, recommendations and up to 5 coaching sessions, as directed by the Board of Supervisors (for the County Administrative Officer and County Counsel) or the County Administrative Officer (for Department Heads). In addition, for CAO and County Counsel evaluations, Contractor shall prepare a summary report.

3. Department of Behavioral Health Consulting

As requested by the Director of Behavioral Health, Contractor shall provide staff trainings, guidance and consultation regarding Behavioral Health department operations; and presentations on behavioral health topics to the general public or County staff. Services include, but are not limited to: critical incident debriefings, individual consultations, group meetings, presentations, document review and meeting preparation.

Contractor may share general themes and issues identified through this work with Mono County Administration, including the CAO, Human Resources Director and/or County Counsel, for the purpose of assisting County Administration to appropriately respond to traumatic incidents in the workplace and/or supporting appropriate department structure and policy."

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND BETH A. COHEN, Ph.D., DBA ORGANIZATIONAL MIND GROUP, PC
FOR THE PROVISION OF COUNTY WELLNESS, 360 EVALUATION, AND BEHAVIORAL
HEALTH DEPARTMENT CONSULTING SERVICES**

TERM:

FROM: September 11, 2021 TO: September 10, 2021

SCHEDULE OF FEES:

Contractor shall submit separate invoices for each project under this Agreement (i.e., Health and Wellness, 360 Evaluation, and Behavioral Health consulting), at the following rates:

Onsite services – trainings/consultations/meetings/facilitations/miscellaneous activities (6 hours/day) :
\$4,500/day

Travel : 25% of day rate, billed per day

Travel-related expenses:

Transportation : IRS rate

Per Diem : County rate

Lodging : Actual cost

Hourly rate for telephonic consultation, 360 degree evaluations, coaching, document preparation and all other services : \$285.00

Invoices shall be delivered to the CAO or designee for Health and Wellness and 360 Evaluation services and to the Director of Behavioral Health or her designee for Behavioral Health Consulting services.

Contract limits per project are as follows and shall not be exceeded without contract amendment:

Health and Wellness : \$50,000

360 Evaluation Services: \$25,000

Behavioral Health Consulting: \$40,000

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: CAO, Public Health

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO, Bryan
Wheeler, Public Health Director

SUBJECT COVID-19 (Coronavirus) Update

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
10/28/2021 11:38 AM	County Counsel	Yes
10/28/2021 12:25 PM	Finance	Yes
10/29/2021 12:32 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: Mountain View Fire Emergency Operations Center

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Justin Nalder, EOC Director

SUBJECT Mountain View Fire Update and
Review of Emergency Declarations

AGENDA DESCRIPTION:

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

Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

RECOMMENDED ACTION:

Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts.

Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

FISCAL IMPACT:

Continuation of the declared emergencies supports the County's eligibility for state disaster assistance while debris efforts are still underway. Debris removal costs are eligible for reimbursement only when there is an immediate threat to public health and safety.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Board Declaration of Emergency
<input type="checkbox"/> Health Officer Declaration

History

Time	Who	Approval
11/2/2021 6:07 PM	County Counsel	Yes
10/28/2021 4:59 PM	Finance	Yes
11/5/2021 4:11 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

**OFFICE OF THE
COUNTY COUNSEL**

Telephone
760-924-1700

Assistant County Counsels
Christian E. Milovich
Anne L. Frievault

Mono County
South County Offices
P.O. BOX 2415

Risk Manager
Jay Sloane

Deputy County Counsel
Emily Fox

MAMMOTH LAKES, CALIFORNIA 93546

Paralegal/Office Manager
Kevin Moss

To: Board of Supervisors
From: Stacey Simon
Date: November 9, 2021
Re: Review of Emergency Declarations – Mountain View Fire

Recommended Action

Review need for continuing local emergency declared by the Board of Supervisors on November 17, 2020, and for continuing the local health emergency declared by the Mono County Health Officer on November 19, 2020, (ratified by the Board of Supervisors on November 24, 2020).

Determine that the need for continuing the declarations of emergency continues to exist or determine that need no longer exists and terminate one or both declarations.

Strategic Plan Focus Areas Met

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

Discussion

On November 17, 2020, a fire broke out in the Community of Walker (the “Mountain View Fire”) in the midst of a hurricane-force wind event. More than 140 structures were destroyed, including 74 homes. On that date, by emergency action, the Board of Supervisors declared a state of local emergency under the California Emergency Services Act (CESA) (Cal. Gov’t Code § 8630). On November 19, 2020, the Governor of the State of California also proclaimed a State of Emergency under CESA, and the Mono County Health Officer declared a local health emergency under Health and Safety Code § 101080, related to the presence of hazardous and toxic materials associated with fire debris. The Board of Supervisors ratified the Health Officer’s declaration on November 24, 2020.

Under the CESA, the Board must review the need for continuing the local emergency at least once every 60 days until it terminates the emergency. Under Health and Safety Code § 101080, the Board must review the need for continuing the local health emergency at least once every 30 days. Under both provisions, the Board must terminate the local emergency at the earliest possible date that conditions warrant.

This item is on the Board's agenda for a review of the conditions necessitating the declarations of emergency as follows:

1. Declaration of Local Health Emergency

A local health emergency exists under § 101080 when an area is affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent.

The bulk of hazardous waste cleanup on affected properties was recently completed by CalOES, however, there remain several properties which have not been remediated. Staff will present additional information regarding the status of the remaining properties and options available to address them.

2. Declaration of Local Emergency

A local emergency exists under subdivision (c) of section 8558 of the CESA when conditions exist of disaster or of extreme peril to the safety of persons and property caused by fire, 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. As the County continues to await a final determination from the State of California regarding payment for 25% of the costs of debris removal/remediation, it is necessary that the declaration remain in effect.

Attachments:

November 17, 2020 Board Declaration

November 19, 2020 Health Officer Declaration

November 24, 2020 Board Ratification of Health Officer Declaration



R20-101

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DECLARING
A LOCAL EMERGENCY DUE TO SEVERE WILDFIRE IN THE ANTELOPE
VALLEY AREA CAUSED BY THE MOUNTAIN VIEW FIRE**

WHEREAS, today, November 17, 2020, during a severe wind event, a fast-moving fire erupted in the Antelope Valley in Northern Mono County (the “Mountain View Fire”); and

WHEREAS, by 4:00, the fire had destroyed structures and homes and taken at least one life; evacuations are ongoing, and animals have been let free; and

WHEREAS, the Board has determined that conditions of disaster and extreme peril exist which are beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, does hereby declare a state of emergency as a result of the Mountain View Fire in Northern Mono County, based on the findings stated above and other information presented to it during its meeting of today’s date.

BE IT FURTHER RESOLVED THAT consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act, in addition to any and all recovery assistance the State of California can provide, are requested to respond to the emergency herein described, including as necessary to respond to such eligible damages resulting from the emergency which may later be discovered.

PASSED, APPROVED and ADOPTED this 17th day of November 2020, by the following vote, to wit:

AYES: Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

NOES: None.

ABSENT: None.

ABSTAIN: None.

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

Queenie Barnard (Nov 18, 2020 12:25 PST)

Clerk of the Board

APPROVED AS TO FORM:

Stacey Simpson (Nov 18, 2020 12:40 PST)

County Counsel



MONO COUNTY HEALTH DEPARTMENT

LOCAL PUBLIC HEALTH ORDER

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

**EMERGENCY ORDER OF THE MONO COUNTY HEALTH OFFICER
DECLARING A LOCAL HEALTH EMERGENCY DUE TO THE
MOUNTAIN VIEW FIRE; LIMITING RE-ENTRY TO AFFECTED AREAS TO
PROTECT PUBLIC HEALTH AND SAFETY; AND PROHIBITING ENDANGERMENT
OF THE COMMUNITY THROUGH THE UNSAFE REMOVAL,
TRANSPORT, AND DISPOSAL OF FIRE DEBRIS**

WHEREAS, the Mono County Board of Supervisors proclaimed a local state of emergency on November 17, 2020, and the Governor issued a Proclamation of a State of Emergency on November 19, 2020, due to conditions of extreme peril caused by the Mountain View Fire, which destroyed 96 homes and damaged various other structures, including Mono County's solid waste transfer station, in the Walker area of Mono County; and

WHEREAS the potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented; and

WHEREAS, the combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Wells may be contaminated and require chlorination following a period of power outages. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials; and

WHEREAS, exposure to hazardous substances may lead to acute and chronic health effects, and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community, and

WHEREAS, areas affected by the fire were evacuated by Incident Command, and reentry by residents and the public for safety reasons must be regulated until such time as hazardous materials inspection and removal is conducted; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local health officer to declare a local health emergency in areas affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, Health and Safety Code section 101040 further authorizes the Health Officer to issue orders to protect public health and safety in the context of a local emergency; and

WHEREAS, the Mono County Health Officer finds that the Mountain View Fire has created conditions hazardous to public health and safety in the form of contaminated debris from household hazardous waste/materials and structural debris, which poses a substantial threat to human health and the environment unless its removal and disposal is performed in a manner that protects the public health and safety.

NOW THEREFORE, the Mono County Health Officer **DECLARES** and **ORDERS** as follows:

1. Pursuant to California Health and Safety Code sections 101040 and 101080, a local health emergency exists in Mono County due to debris resulting from the Mountain View Fire being or containing hazardous materials and the imminent and proximate threat of release thereof, which are public health hazards and immediate threats to the public health and safety.
2. Effective immediately and continuing until it is extended, rescinded, superseded, or amended in writing by the Public Health Officer, this Order continues existing closures and prohibits re-entry into specified areas affected by the Mountain View Fire as shown in Exhibit A (“Current Evacuation Area (11/19/20)”), which is attached to this Order and incorporated by this reference, until such time as those areas can be assessed for hazards and, where necessary, remediated.
3. Upon notification by the County of Mono’s Building and Environmental Health Divisions that additional areas or premises are safe to re-enter, the Health Officer may replace Exhibit A, without otherwise modifying this Order, by posting and distributing a revised map labeled “Current Evacuation Area” with the date of such revision and a reference to this Order.
4. In coordination with local law enforcement, re-entry for the limited purpose of retrieving possessions may be allowed, provided no hazards have been identified on the property being accessed.
5. Regardless of when re-entry occurs, no cleanup activities of burned structures or other construction activities shall commence without the prior written authorization of the County

of Mono's Building and Environmental Health Divisions and in compliance with adopted cleanup standards and construction safety guidelines.

6. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, no debris bins shall be provided to property owners for the purposes of the removal of fire debris without the authorization of the Mono County Public Health Department – Environmental Health Division.
7. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, property owners choosing not to participate in a State Fire Debris Clearance Program, if one is established in Mono County, must register with and obtain the permission of the Mono County Public Health Department – Environmental Health Division, before beginning the removal of fire debris and conduct their private debris removal, transport, and disposal in a manner that does not endanger the community.
8. No one shall temporarily occupy or camp on private property unless and until standards for such temporary occupancy are approved by the Mono County Building and Environmental Health Divisions, (and the Board of Supervisors if required under County or State law).

IT IS FURTHER DECLARED, pursuant to California Health and Safety Code section 101080, that the local health emergency created and presented by the Mountain View Fire shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the Mono County Board of Supervisors and shall be reviewed by the Board of Supervisors at least every 14 days until the local health emergency is terminated.

IT IS SO ORDERED:

Date: November 19, 2020

Thomas Boo, MD

Dr. Tom Boo
Mono County Public Health Officer

EXHIBIT A
CURRENT EVACUATION AREA (11/19/20)

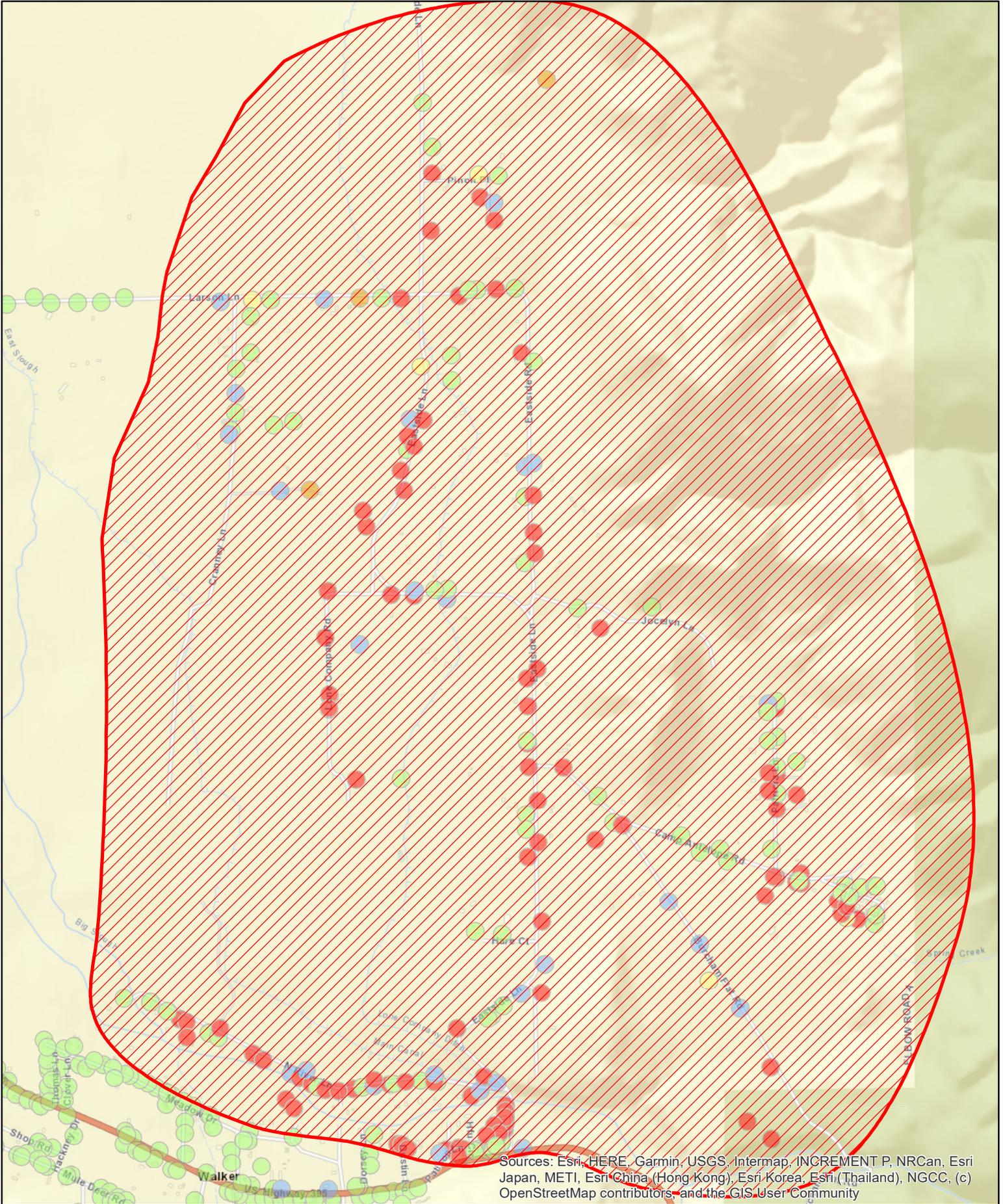


CURRENT EVACUATION AREA

As of 11/19/2020 - 10:45a

For updates visit

<https://on.mono.ca.gov/mountainviewfire>



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



R20-102

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RATIFYING PROCLAMATION OF LOCAL HEALTH
DUE TO THE PRESENCE OF TOXIC AND HAZARDOUS DEBRIS
RESULTING FROM THE MOUNTAIN VIEW FIRE IN WALKER**

WHEREAS, the Local Health Officer did, on the 19th day of November, 2020, declare a local public health emergency in the County of Mono as a result of the Mountain View Fire, a fast-moving and devastating blaze which began on November 17, 2020, and burned more than 140 structures, including 74 homes which were completely destroyed and an additional 2 homes which were damaged, in the community of Walker, California; and

WHEREAS, the Health Officer declaration, which is hereby incorporated by this reference, included a restriction on re-entry into areas affected by the fire in order to protect the public from toxic and hazardous materials typically present following a fire that burns residential or commercial structures. The order also included guidance and restrictions for safe debris removal, transport and disposal; and

WHEREAS, the Mono County Building and Environmental Health Departments, with support, expertise and resources provided by the California Office of Emergency Services (CalOES), thereafter assessed the fire-damaged areas and a plan was made to allow residents to commence safely re-entering the area on November 22, 2020. The Health Officer therefore issued a revised order on that date allowing for controlled re-entry, but continuing the prior restrictions on debris removal, transport and disposal; and

WHEREAS, the continuation of these restrictions, as well as the continued assistance and resources of CalOES and others with expertise in remediating fire damage, remain necessary in order to protect public health, safety and the environment and are required for a safe and effective response to the conditions of disaster and extreme peril resulting from the Mountain View Fire, which is beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, adopts the above findings and does hereby ratify the aforementioned proclamation of local health emergency and declares a continued state of local health emergency in the County which is beyond the control of the normal protective services, personnel, equipment and facilities within the County, as a result of the Mountain View Fire.

1 **BE IT FURTHER RESOLVED THAT** consideration for a U.S. Small Business
2 Administration Disaster Declaration for Individual Assistance and funding through the California
3 Disaster Assistance Act, in addition to any and all recovery assistance the State of California can
4 provide, are requested to respond to the emergency herein described, including as necessary to
5 respond to such eligible damages resulting from the emergency which may later be discovered.

6 **PASSED, APPROVED and ADOPTED** this 24th day of November, 2020, by the
7 following vote, to wit:

8 **AYES:** Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

9 **NOES:** None.

10 **ABSENT:** None.

11 **ABSTAIN:** None.

12 

13 _____
14 Stacy Corless, Chair
15 Mono County Board of Supervisors

16 **ATTEST:**

17 
18 _____
19 Queenie Barnard (Nov 24, 2020 12:57 PST)

20 Clerk of the Board

21 **APPROVED AS TO FORM:**

22 
23 _____
24 Stacey Simon (Nov 24, 2020 13:14 PST)

25 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: Public Works - Solid Waste

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Justin Nalder, Solid Waste Superintendent

SUBJECT Resolution for Exemption from SB 1383 - Mandatory Organics Collection

AGENDA DESCRIPTION:

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

Proposed resolution to affirm an exemption from the requirements of mandatory organics collection services.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

By affirming exemption from mandatory organics collection services, significant operational expenses will be avoided. No fiscal impacts would be realized at this time for Solid Waste.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 760-932-5453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
SB 1383 Resolution for Exemption Staff Report
Resolution of Exemption for SB1383
CEQA NOE

History

Time	Who	Approval
11/3/2021 9:55 AM	County Counsel	Yes

11/2/2021 11:46 AM

Finance

Yes

11/5/2021 4:12 PM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

Date: November 9, 2021
To: Honorable Board of Supervisors
From: Justin Nalder, Solid Waste Superintendent / Environmental Manager
Subject: SB 1383 Rural Exemption

Recommended Action:

Adopt Resolution exempting Mono County from the mandatory organic waste collection service requirements from commercial and residential generators.

Fiscal Impact:

By affirming exemption from mandatory organics collection services, significant operational expenses will be avoided. No fiscal impacts would be realized at this time for Solid Waste.

Discussion:

Summary

This staff report provides information on the requirements of Senate Bill (SB) 1383 (Lara, Chapter 395, Statutes of 2016) Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations and a resolution for a rural exemption from complying with the organic waste collection requirements. While this exemption allows our county to delay collection of organic waste and procurement of recovered organic waste products, which is a huge relief, there are other components of SB 1383 that are still applicable and must be addressed. SB 1383 extends beyond the programs managed by the Solid Waste Division.

Background

SB 1383 builds upon the AB 1826 Recycling of Organic Waste that was signed into law in September of 2014. The statute required businesses that generate a specified amount of organic waste (including food waste) per week to arrange for recycling services for organic waste in a specified manner. It phased in businesses by the amount of organic waste or solid waste generated and required jurisdictions to implement organics recycling education, outreach, and monitoring activities, and report annually to the Department of Resources Recycling and Recovery (CalRecycle), much the same as the mandatory commercial recycling program, but did not require local agencies to conduct enforcement or penalties.

A provision was included in the statute that allowed an exemption from all requirements of AB 1826 for counties with a population of less than 70,000 until January 1, 2020. Nineteen counties were qualified to apply for the “rural jurisdiction” exemption provision, representing only 1.4% of the solid waste stream statewide at that time. All nineteen counties applied for and received approval of the rural jurisdiction exemption, which Mono County received.

Pursuant to AB 1826, at its September 2020 public meeting, CalRecycle announced that it assessed and determined that statewide disposal of organic waste has not been reduced to 50 percent of the 2014 disposal level. As a result, Cal Recycle reduced the threshold so that a business that generates two cubic yards or more per week of commercial solid waste shall arrange for the organic waste recycling services. CalRecycle also extended the current AB 1826 rural exemption until December 31, 2026.

Over the last several years, CalRecycle has been developing regulations for the implementation of SB 1383, the most significant waste reduction mandate to be adopted in California in the last 30 years. SB 1383 requires the state to reduce organic waste disposal by 50 percent by 2020 and 75 percent by 2025 from 2014 levels. The law also requires the state to increase edible food recovery for human consumption by 20 percent by 2025.

The Rural County Representatives of California (RCRC) and the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) staff worked closely with the public and private sector solid waste industry and CalRecycle to address a number of concerns and craft a more reasonable and workable version of the regulations. While the final regulation did not provide as much flexibility as desired, RCRC/ESJPA maintained a number of principles surrounding the SB 1383 regulations, mainly trying to ensure local governments/generators are not penalized or face costly burdens when an organics recycling infrastructure simply does not exist; and again providing a temporary reprieve from the organic collection mandate for rural county/city solid waste managers in less populated counties and areas where virtually no viable organics recycling services can/will occur in the near future.

Issue

The SB 1383 regulations were approved by the Office of Administrative Law (OAL) on November 3, 2020. Beginning January 1, 2022, these regulations *require* organic waste collection services be provided to *all* commercial and residential generators and include requirements for container colors and labeling, sampling and monitoring for contamination minimization, public education and outreach, edible food recovery programs, procurement of recovered organic waste products, capacity planning for organic waste processing facilities and edible food recovery programs, recordkeeping and reporting, enforcement and penalty requirements, and facility waste evaluations and reporting. Failure to implement the provisions of SB 1383 could subject the county to a fine of up to \$10,000/day for a major violation.

The regulations also include several waivers and exemptions from the organic waste collection service that a jurisdiction may apply to CalRecycle for approval. As with AB 1826, SB 1383 includes a rural jurisdiction exemption provision (counties with populations of less than 70,000). This exemption is for the collection of organic waste until December 31, 2026. In 2026 if the county is eligible to request a low population waiver, then the collection requirements are delayed for an additional five years. The exemption also includes a delay in the procurement of recovered organic waste products and capacity planning for organic waste processing facilities requirements. The associated education, reporting, enforcement, and monitoring to these requirements would not be applicable. However, other requirements in the regulations are applicable and are outlined below. In addition, the county is still subject to the requirements of AB 341, mandatory commercial recycling.

While the rural jurisdiction exemption allows our county to delay collection of organic waste and procurement of recovered organic waste products, which is a huge relief, there are other components of the SB 1383 regulations that are still applicable and must be addressed.

- The County is required to adopt an ordinance or other enforceable mechanism for implementation of SB 1383 by January 1, 2022. Components to be addressed in the ordinance are education and outreach, edible food recovery, procurement of paper products, CalGreen Building standards, Model Water Efficient Landscape Ordinance, inspections and enforcement for edible food recovery, recordkeeping and reporting for each of the program requirements. (Note: CalRecycle has a model ordinance.)
- Procurement of Paper Products. (Note: This impacts every department.) *This has been completed by Resolution R01-06: A Resolution Establishing a Procurement Policy that Promotes the Purchase of Products Made with Recycled Material and Products which are Recyclable.*
- Portions of the CalGreen Building Standards (recycling containers in new commercial and multi-family construction and construction and demolition recycling of residential and non-residential construction debris) and Model Water Efficient Landscape Ordinance (for new construction to meet Water Efficient Landscape requirement for compost and mulch application) have been made enforceable requirements under this regulation. *Community Development has adopted and requires that CalGreen standards are implements a CalGreen Installation Certificate.*
- Edible food capacity planning
 - The county, and each city, Regional Agency, and special district that provides solid waste collection services within the county must plan for adequate capacity for recycling organic waste and edible food recovery.
 - The county will need to lead this effort by coordinating with the cities, regional agencies, and special districts that provide solid waste collection services that are located within the county.
- Establish an edible food recovery program:
 - Unincorporated Mono County does not have any Tier I or Tier II businesses that we are aware of. Any businesses within the Town of Mammoth Lakes which fall into either tier will be the responsibility of the Town, who is working with Mammoth Disposal.
 - Beginning in 2022 for Tier 1 food waste generators (supermarket (gross annual sales of at least \$2 million), grocery store (facility size 10,000 square feet), food service provider, food distributor, and wholesale food vendor), and
 - Beginning in 2024 for Tier 2 food waste generators (restaurant with 250 or more seats, or a total facility size of 5,000 square feet, hotel with an on-site food facility and 200 or more rooms, health facility with an on-site food facility and 100 or more beds, large venues (e.g. county fair with more than 2,000 individuals per day), large events (e.g. sporting events or flea market with more than 2,000 individuals per day), a state agency with a cafeteria with 250 or more seats or a total cafeteria facility size at least 5,000 square feet, a local education agency with an on-site food facility)
 - The edible food recovery program must include the following:
 - § Educate commercial edible food generators.
 - § Increase commercial edible food generator access to food recovery organizations and food recovery services.
 - § Monitor commercial edible food generator compliance starting in 2022 with Tier 1 commercial edible food generators.
 - § Increase edible food recovery capacity if the required analysis required indicates that the jurisdiction does not have sufficient capacity to meet its edible food recovery needs.
 - § Applicable recordkeeping and reporting.
 - § Applicable enforcement.
 - § Applicable penalty requirements beginning 2024.
- Reporting and Record-Keeping

There are still other SB 1383 requirements that will impact the Solid Waste Division and its programs:

- Procurement of paper products and applicable recordkeeping and reporting.
- Education and outreach related to organic waste recycling and applicable recordkeeping and reporting.

To take advantage of the rural jurisdiction exemption, the County Board of Supervisors must pass a resolution including findings as to the purpose and need for the exemption and submit the resolution to CalRecycle. CalRecycle began accepting applications in September 2021. For the rural jurisdiction exemption, the most current California Department of Finance information will be used. If the jurisdiction meets the required standard, then CalRecycle must approve the waiver request. Attached is a resolution exempting Mono County from the mandatory organics collection of organic waste for the Board's consideration.

Staff Recommendations

1. Staff recommends the Board of Supervisors adopt the attached Resolution exempting Mono County from the mandatory organic waste collection service requirements from commercial and residential generators.

Attachments

- Resolution Opting to Affirm an Exemption from the Requirements of Mandatory Organics Recycling

If you have any questions regarding this item, please contact me at 932-5453.

Respectfully submitted,



Justin Nalder
Solid Waste Superintendent



R21-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS OPTING TO AFFIRM AN EXEMPTION FROM THE
REQUIREMENTS OF MANDATORY ORGANICS COLLECTION SERVICES**

WHEREAS, Mono County is committed to meeting its solid waste diversion requirements through program implementation of its Source Reduction and Recycling Element of its Integrated Waste Management Plan; and

WHEREAS, Mono County is committed to meeting its mandatory commercial recycling requirements, pursuant to PRC, Section 42649.3, through program implementation as clarified in the Model Mandatory Commercial Recycling Program for Rural Counties; and

WHEREAS, Senate Bill (SB) 1383 (Lara, 2016) was signed into law and establishes methane emissions reduction goals of 50 percent in the level of the statewide landfill disposal of organic waste from the 2014 level by 2020 and 75 percent by 2025 and increase edible food recovery by 20 percent by 2025; and

WHEREAS, the Department of Resources Recycling and Recovery (CalRecycle) developed regulations in Title 14 Natural Resources, Division 7, Chapter 12: Short-lived Climate Pollutants in the California Code of Regulations to implement the goals in SB 1383; and

WHEREAS, Chapter 12 Article 3 (commencing with Section 18984) Organic Waste Collection Services requires jurisdictions to implement an organic waste diversion program that provides organic waste collection services to all businesses and residences; and

WHEREAS, Section 18984.12 (c) allows the Board of Supervisors of a rural county to adopt a resolution exempting the county from the requirements Article 3 based upon findings as to the purpose of and need for the exemption; and

WHEREAS, Section 42649.8 of the Public Resources Code defines a rural county as a county that has a total population of less than 70,000 persons; and

WHEREAS, there are 19 counties in California with populations of less than 70,000 persons, which collectively represent only 2.0% of the statewide waste stream; and

WHEREAS, organic waste generators within rural jurisdictions that meet the definition of "Rural Jurisdiction" in Section 42649.8 of the Public Resources Code that are exempted pursuant to paragraph (1) of subdivision (c) of Section 18984.12 are not required to comply with the organic waste collection requirements specified in Article 3; and

WHEREAS, Mono County has a population of 14,444 persons, which is less than 70,000 persons, as of the California Department of Finance's most current population estimate; and

1 **WHEREAS**, Mono County does not have the existing infrastructure, composting or anaerobic
2 facilities, with the capacity to economically handle all the organic waste produced within the county; and

3 **WHEREAS**, with the amounts of organic waste generated in Mono County, it is not currently
4 economically feasible to build sustainable processing facilities necessary to handle all the organic waste
5 produced within the county; and

6 **WHEREAS**, with the amounts of organic waste generated in Mono County and the distance to
7 accessible processing facilities, it is not economically feasible for the County to require organics
8 diversion at this time; and

8 **WHEREAS**, Mono County is committed to continuing to pursue economically feasible
9 alternatives for organics management; and

10 **WHEREAS**, Mono County is committed to encouraging businesses and residences to reduce
11 and recycle organic materials; and

12 **WHEREAS**, on December 31, 2026, this exemption shall become inoperative, unless
13 subsequent legislation or department regulations or approvals extends the rural exemptions beyond that
14 date, at which time portions of the county may qualify for the low population waiver (census tracts with
15 less than 75 people per square mile);

15 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
16 **MONO RESOLVES** as follows:

17 **SECTION ONE:** The above recitals are hereby adopted as findings of the Board.

18 **SECTION TWO:** Mono County affirms its exemption from the requirements of Article 3 of
19 Title 14, Division 7, Chapter 12 of the California Code of Regulations (commencing with Section 18984)
20 Organic Waste Collection Services.

21 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2021, by
22 the following vote, to wit:

23 **AYES:**

24 **NOES:**

25 **ABSENT:**

26 **ABSTAIN:**

27 _____
28 Jennifer Kreitz, Chair
29 Mono County Board of Supervisors

30 **ATTEST:**

APPROVED AS TO FORM:

31 _____
32 Clerk of the Board

County Counsel



NOTICE OF EXEMPTION

TO: Office of Planning and Research
PO Box 3044
Sacramento, CA 95812-3044

County Clerk / County of Mono
PO Box 237
Bridgeport, CA 93517

FROM: Mono County Community Development
PO Box 8
Bridgeport, CA 93517

Project Title: SB 1383 Rural Exemption

Project Applicant: Mono County

Project Location – Specific: 74 N. School St.

Project Location - City: Bridgeport, CA

Project Location - County: Mono

Description of Nature, Purpose, and Beneficiaries of Project:

A resolution for rural exemption from complying with organic waste collection requirements of Senate Bill (SB) 1383 (Lara, Chapter 395, Statutes of 2016) Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations.

Name of Public Agency Approving Project: Mono County

Exempt Status: (*check one*)

- Not a Project & No Effects (Sec. 15378(b)(4); 15061(b)(3))
- 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: 15301(d) - Class 1: Existing Facilities
- Statutory Exemptions. State code number:
- Project Consistent with a Community Plan, General Plan, or Zoning (15183)

Reasons why project is exempt:

The project continues status quo operations, by exempting the County from new requirements related to organic waste collection and processing which would otherwise take effect. There will be no change to current operations and the County will continue to process organics in all respects the same as at present.

Lead Agency Contact Person: *Tony Dublino*

Area Code/Telephone/Extension: (760) 932-5440

If filed by applicant:

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project? **Yes** **No**

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency

Signed by Applicant



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: Sheriff

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Inmate Welfare Fund Annual Report,
Fiscal Year 2020-2021

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

Receive the Inmate Welfare Fund Annual Report for Fiscal Year 2020-2021.

FISCAL IMPACT:

None.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-7549 / ibraun@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Inmate Welfare Fund Annual Report

History

Time	Who	Approval
10/28/2021 11:37 AM	County Counsel	Yes
11/2/2021 12:25 PM	Finance	Yes

11/5/2021 4:12 PM

County Administrative Office

Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Phillip West
Undersheriff

DATE: December 7, 2021
TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: Inmate Welfare Fund Annual Report, Fiscal Year 2020-2021

BACKGROUND

California Penal Code Section 4025 (e) states:

The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. ... An itemized report of these expenditures shall be submitted annually to the board of supervisors.

DISCUSSION:

Attached is an accounting of the Inmate Welfare Fund for Fiscal Year 2020-2021.

FINANCIAL IMPACT:

The Inmate Welfare Fund is not part of the General Fund. Therefore, there is no financial impact.

RECOMMENDATION:

Receive the Inmate Welfare Fund Annual Report for Fiscal Year 2020-2021.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a white background.

Ingrid Braun
Sheriff-Coroner

INMATE WELFARE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
JULY 1, 2020 - JUNE 30, 2021

BALANCE AS OF 7/1/20 \$ **142,059.64**

REVENUE

Interest Income	\$	1,313.69
Commissary Income	\$	20,376.19
Phone Card Commission	\$	5,320.99
AWP Fees	\$	275.00
TOTAL REVENUE	\$	<u>27,285.87</u>

EXPENDITURES

Commissary Supplies	\$	8,174.62
Commissary Sales Tax	\$	226.29
Phone Cards	\$	2,666.10
Communications	\$	3,015.64
Equip Maint & Repair	\$	1,800.21
Building /Land Maint & Repair	\$	-
Professional Services	\$	206.00
Small Tools	\$	39.67
Special/Misc Expenses	\$	13,447.81
Jail Transport Vehicle & Upfitting	\$	71,563.40
TOTAL EXPENSES	\$	<u>101,139.74</u>

BALANCE AS OF 6/30/21 \$ **68,205.77**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, and Ryan Roe. 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 Public Safety Officers Association (PSO). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 9, 2021

Departments: Finance

TIME REQUIRED Item scheduled to start at 12:30 PM
(1 hour 15 minutes - 45 minutes
presentation, 30 minutes questions
and discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Janet Dutcher, Finance Director; Dan
Matusiewicz of GovInvest, Inc.

SUBJECT CalPERS Pension Workshop

AGENDA DESCRIPTION:

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

Presentation by GovInvest, Inc. covering pension basics, CalPERS policy and investment strategies, current challenges, and how Mono County is doing, including projection of the unfunded accrued liability, its funded status, contribution requirements, and future budgetary impacts.

RECOMMENDED ACTION:

None. Presentation and discussion only.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Pension Presentation
<input type="checkbox"/> Defined Benefit Pension Primer

History

Time

Who

Approval

10/28/2021 11:36 AM	County Counsel	Yes
11/4/2021 6:54 AM	Finance	Yes
11/5/2021 4:11 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer - Tax Collector

To: Mono County Board of Supervisors

From: Janet Dutcher – Mono County Director of Finance

Date: November 9, 2021

Re: CalPERS Pension Workshop

Objectives for Today's CalPERS Pension Workshop

The market value of assets held in trust by CalPERS on behalf of all its member agencies to pay future retirement benefits declined significantly during the great recession of 2008 and 2009. At the onset of the economic downturn, the funded status of CalPERS plans fell by 40%, from 101% just prior to the crisis, falling to 61% in 2009. Ten years later, the market value of assets shows signs of recovery, but the pension liability has risen by nearly \$200 billion, or 67%. Despite more than a decade of employer contributions since 2008, the funded status of CalPERS plans has recovered to just 70% funded status.

These factors led to Mono County's unfunded accrued pension liability (UAL) increasing from a near \$0 in 2008 to more than \$67 million as of June 30, 2020. And the underlying problem is Mono County's annual contribution towards its UAL was \$5.2 million in fiscal year 2021-2022 and is forecast to increase by more than \$2 million over the next five years. Required spending on the UAL is money directed away from public services.

The objective of today's workshop is to understand this problem. Future workshops will likewise explore the funding status of the County's retiree health program, and then follow with agenda items exploring possible solutions. The ultimate objective is adoption of a pension funding policy laying the framework for addressing the County's fiscal concerns over its pension problem.

Mono County's Pension Plan Description

All eligible permanent and probationary employees of Mono County and Mono County Superior Court (non-judicial employees) participate in the County's defined benefit pension plan. A defined benefit plan is one where the ultimate pension benefit to a retired employee is guaranteed at a certain amount. In contrast, a defined contribution plan is one where a series of contributions is guaranteed without regard to the ultimate retirement benefit an employee receives. The County's plan is a defined benefit plan, which is one where the risk of assumption deviations falls upon the employer and not the employee. The County contracts with CalPERS, as agent, for common investing and administration services.

The Court employees participate in the County’s pension plan even though the Trial Court Funding Act of 1997 designated court employees as State employees. The Public Employees Retirement Law (PERL) provides that in counties contracting with CalPERS, the trial court and County participate in CalPERS under a joint contract. California law requires the combining of pension assets and liabilities of a county and a trial court for purposes of setting the employer contribution rates. The County processes payroll for the Courts and makes the Court’s share of pension contributions directly to CalPERS on their behalf. Unless otherwise noted, information presented today has not been adjusted to exclude the Court’s share of the Mono County Pension Plan, which share is approximately 6%.

Pension benefits vest over each employee’s years of service using the benefit formulas noted below. One important note is Mono County employees who participate in our pension plan are prohibited from also participating in Social Security benefits. That means if an employee works their entire career with Mono County, they receive no social security benefits upon retirement. Although, they do participate in the Medicare program.

Employee Group	Benefit Formula
Miscellaneous	2.7% @ 55
	2.5% @ 55
	2% @ 62
Sheriff & Public Safety Officers	3% @ 50
	3% @ 55
	2.7% @ 57
Paramedics	3% @ 50
	2% @ 50
	2.7% @ 57
Probation Officers	3% @ 50
	2.7% @ 57

Pension Contributions

Mono County is obligated to make contributions to CalPERS, determined annually based on actuarial valuations. The actuarial determined contribution is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance paying down the unfunded accrued liability.

Contributions are comprised of:

- Employees required contribution, 8% or 9%, depending on plan
- Employer required contribution, based on actuarial valuations
- Employer contribution towards the unfunded accrued liability

Contributions for the past five years are as follows:

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Normal Cost		\$2,017,759	\$2,273,664	\$2,693,811	\$2,712,849
UAL		2,872,931	3,447,083	3,894,658	4,498,298
Total Annual Contributions	\$4,341,934¹	\$4,890,690	\$5,720,747	\$6,588,469	\$7,211,147

Excludes Courts share

1UAL share not available

Pension Liability – Unfunded Accrued Liability (UAL)

As pension contributions are transmitted to CalPERS, the plan accumulates assets which are invested to earn an investment return. The market value of assets is subtracted from the accrued liability, which is the County’s obligation to make retirement payments in the future. The amount that the obligation exceeds the amount of assets is the County’s unfunded accrued liability, which means the plan is less than 100% funded. This means that the County has not accumulated enough resources to satisfy future retirement payments. As we discuss the Board’s goals for the County’s pension plan, one element is its target percentage of funding to achieve.

Annual pension contributions are determined using estimates or assumptions, such as the estimated earnings on investments (assets), mortality trends, length of service, projected salary growth, and inflation. When actual experience differs from estimates, it increases or decreases the unfunded accrued liability. The County makes payments towards the unfunded accrued liability over a rolling 20-year period of amortization.

The County’s unfunded accrued liability reported on our financial statements for the last several years is shown below (excludes Court’s share):

Fiscal Year	Total	Funded Status
2017	52,805,089	71.23%
2018	60,228,741	69.75%
2019	62,748,841	69.70%
2020	67,402,519	68.73%

Both Moodys and Standard and Poor identified the County’s large pension and OPEB obligations as a credit weakness. While we expect the next OPEB valuation to show a significant increase in its funded status in part because of the economic growth experienced in our separate trust fund account, currently reporting a balance of \$28 million, the pension liability continues to escalate and is a source of fiscal concern.

Understanding the Problem

Standard and Poor writes that they consider our pension plans to be “underfunded with the County not having developed a robust plan to address CalPERS contribution rates that will increase significantly in the coming years.” When the annual payment towards the unfunded accrued liability balance increases, it displaces budgetary resources that could have been applied

to fund public services. Absent the 21.3% investment return CalPERS experienced for fiscal year 2021 and implementation of the risk mitigation strategy, the County’s future UAL payments are estimated to increase by more than 48% as shown below and will only decrease as CalPERS equals or exceeds its earnings projections.

BUDGET YEAR	UAL PAYMENT	CUMULATIVE INCREASE OVER FY 2020-21	% INCREASE
2020-21	\$4,306,602		
2021-22	5,165,577	\$858,975	19.95%
2022-23	5,647,100	1,340,498	31.13%
2023-24	5,070,600	763,998	17.74%
2024-25	6,314,480	2,007,878	46.62%
2025-26	6,215,710	1,909,108	44.33%
2026-27	6,410,030	2,103,428	48.84%

Today’s Workshop

Today’s workshop is designed to explore and understand the pension problem described in this staff report. Before we can discuss strategies for solving the problem, we must understand it. GovInvest will present the pension basics, the hurdles and other considerations to think about, and how Mono County is doing relative to a hypothetical funding target and other similar sized CalPERS Counties.

Future workshops over the course of the next several months will work towards proposing a pension funding policy. Agenda topics are currently contemplated as follows:

- Understanding Mono County’s Other Post-Employment Benefit (OPEB or retiree health) plan status
- Explore funding strategies
- Proposing a pension funding policy for adoption

About GovInvest

GovInvest helps governments visualize and understand complex pension related actuarial data. Their mission is to help governments solve their unfunded pension, OPEB, and debt problems, through unique software and simple, understandable actuarial reports. They provide value by facilitating easy communication of complex information to decision-makers and stakeholders, allowing them to understand and analyze their liability, and providing clear solutions. Their solution suite consists of actuarial software, actuarial valuations, and benefit consulting. Dan Matusiewicz from GovInvest will present and lead this workshop.

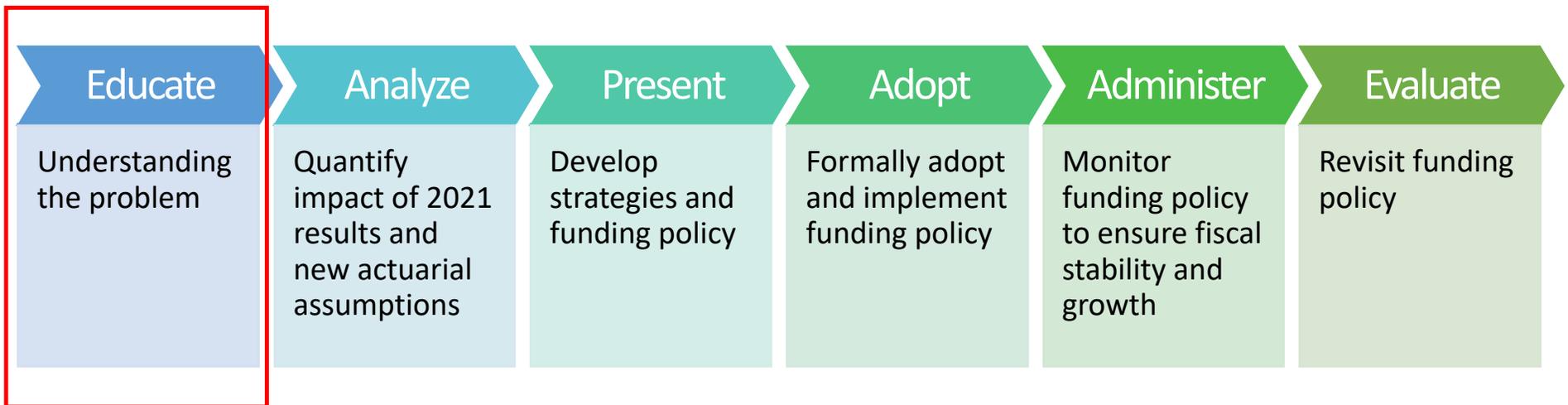
Pension Funding

Mono County

November 9, 2021



Building Blocks of Pension Funding



Understanding Pension Funding



Pension Basics



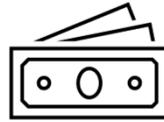
Hurdles and Other Considerations



How are we doing relative to our funding targets?



Next Steps



Pension Basics

Retirement Benefits

Provided through California Public Employees Retirement System (CalPERS), a multi-employer pension & health care administrator

Public Employers select benefits levels by contract

Promised benefit is made by the contracting agency and thus the local agency's obligation not CalPERS

Once the promised benefit is made, the benefit can only be changed prospectively per the California Constitution "California Rule"

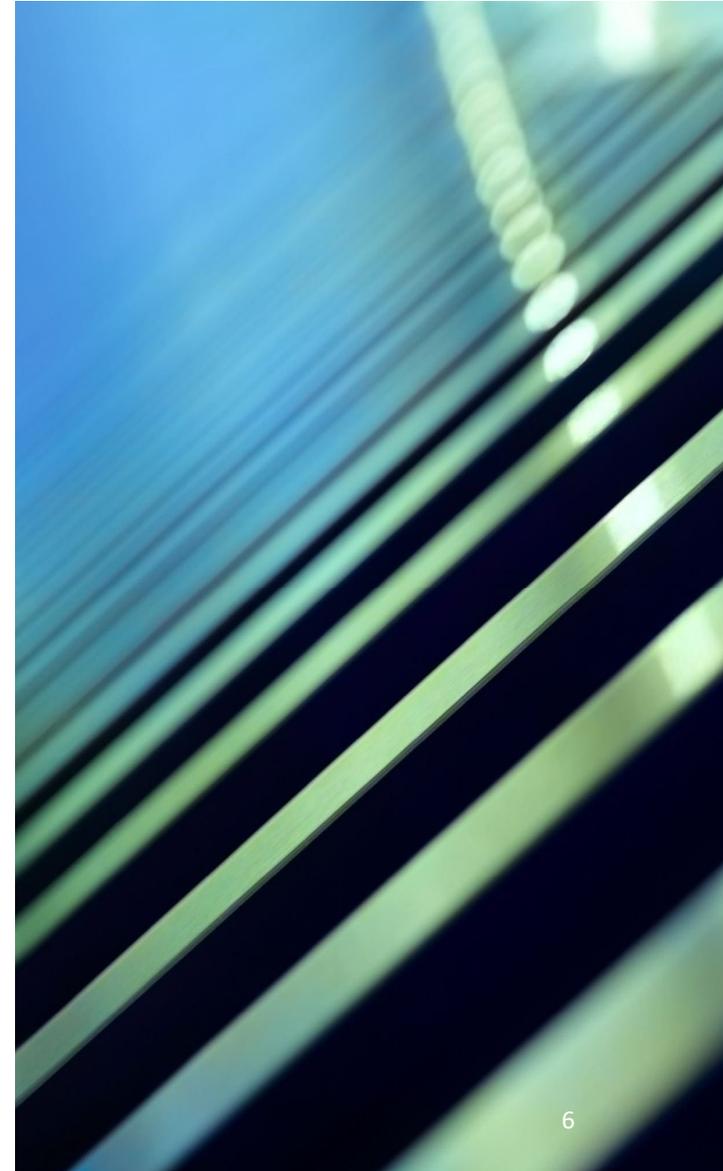
Exiting CalPERS is not a practical option. The termination liability is cost prohibitive.

Revised benefit structure for employees hired on or after January 1, 2013 due to Public Employees Pension Reform Act (PEPRA)

Defined Benefit – Sample Formula

What does 2.5@55 Mean?

- 2.5 is the benefit factor if employee retires at age 55.
- The benefit factor is multiplied times the years of service to derive a % of pensionable pay
- 30 Years of Service X 2.5 = 75% of Final Year \$100,000 = \$75,000 Lifetime Annual Benefit
- Employees could retire as early as 50 and receive a reduced benefit factor.
 - For example: 2.4% at age 54, 2.3% at age 53, 2.2% at age 52 and so on

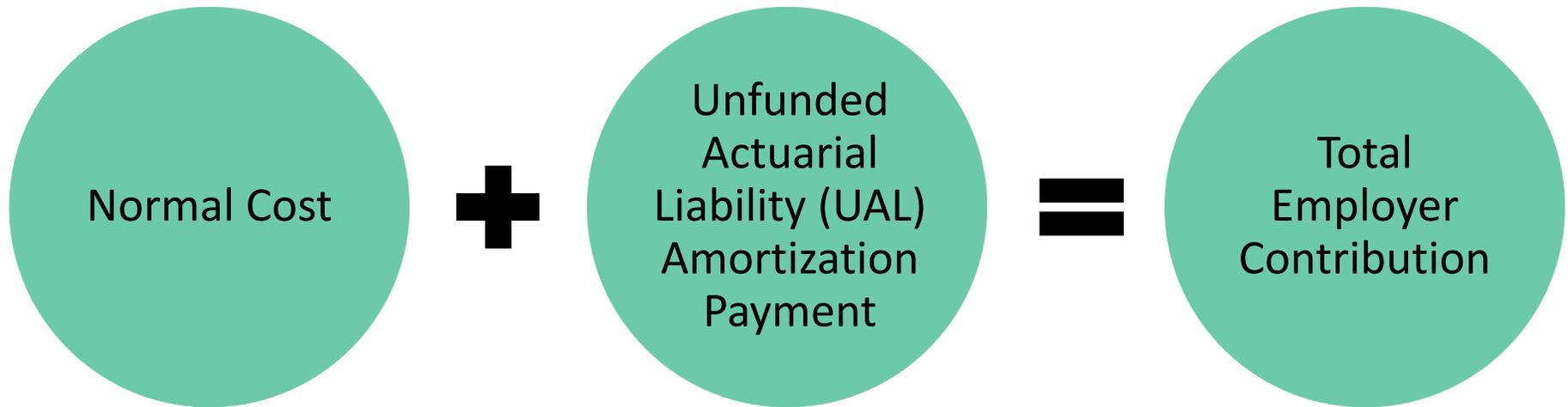


Pension Jargon Glossary

- Assumption = Target, Goals or Expected Results
- **Discount Rate = Long-term *assumed* Investment Rate of Return**
- Experience = Actual Results
- Present Value of Projected Benefit (PVPB) = Savings goal at desired retirement age
- Accrued Liability (AL) = Cumulative obligation to employees and Target funding progress at a given point of time (Not On Local Agency's Balance Sheet)
- Market Value of Assets (MVA) Cumulative assets in trust to satisfy obligation (Not on Agency's Balance Sheet).
- Unfunded Accrued Liability (UAL) = Amount actual savings falls short of funding goal (Is on Agency's Balance sheet)
- **Normal Cost = Initial savings rate (Employee and Employer contributions)**
- **Amortization of UAL = Annual amount needed to get back on track**
- Annual Required Contribution = Normal Cost + Amortization of UAL



Actuarially Determined Contribution



Normal Cost – the cost for current service

Paid as a percent of payroll

Increases when payroll increases, decreases when payroll decreases

UAL Contribution – payment toward past service

Paid as a dollar amount each year

Benefits Levels and Assumptions Set Future Cost & Funding Expectations



Economic

- Inflation
- Investment Return
- Salary Growth



Demographic

- Retirement
- Disability
- Death
- Termination

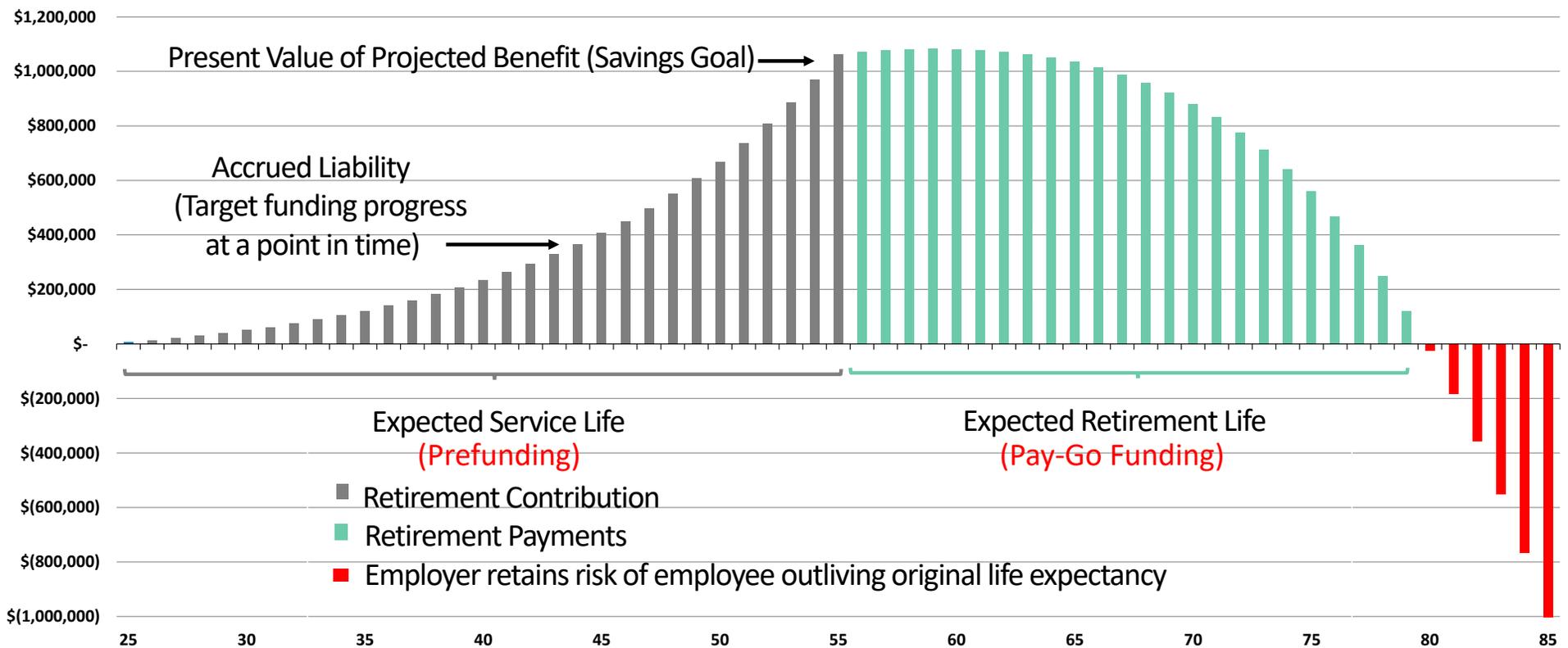
Funding a Pension Plan



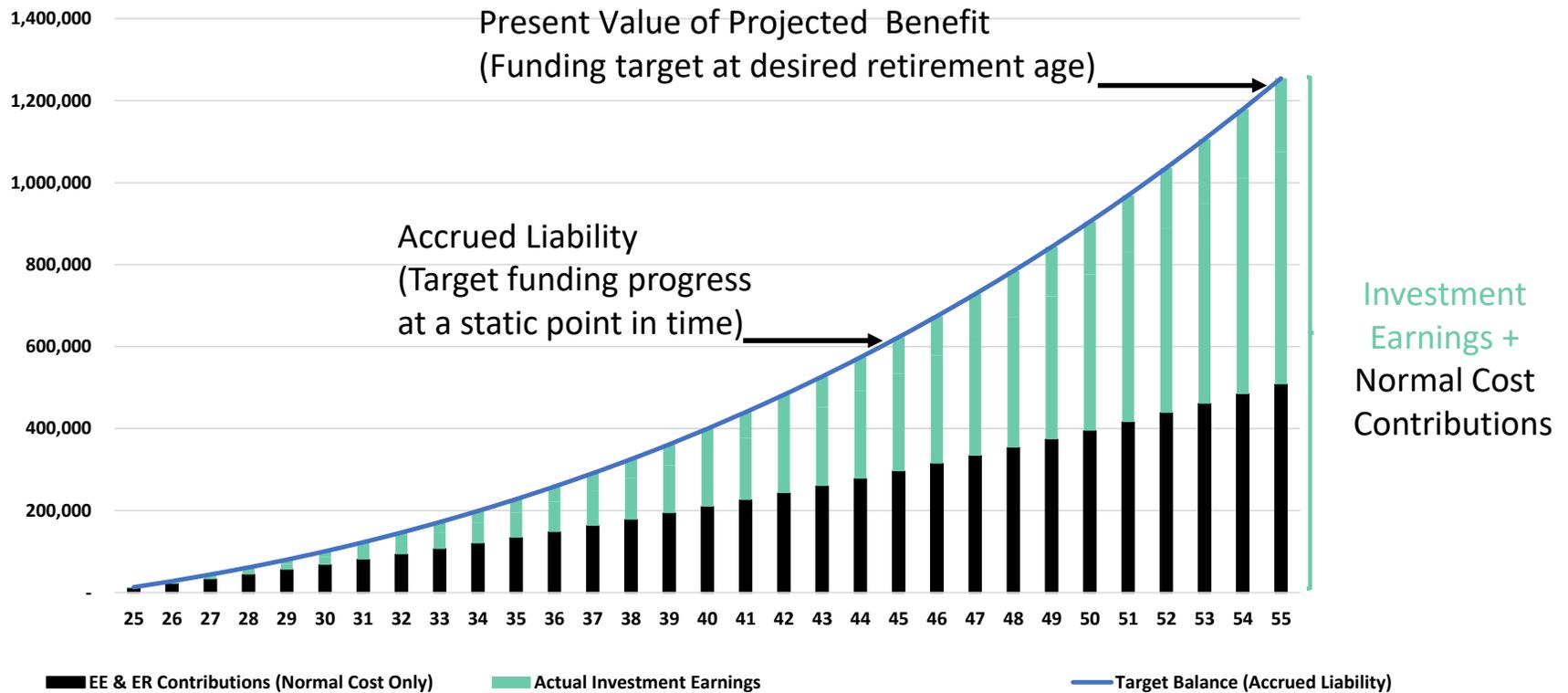
Defined **Benefit (DB)** is **Guaranteed by Employer**

Defined Contribution (DC) Plan, **only the contribution is guaranteed**

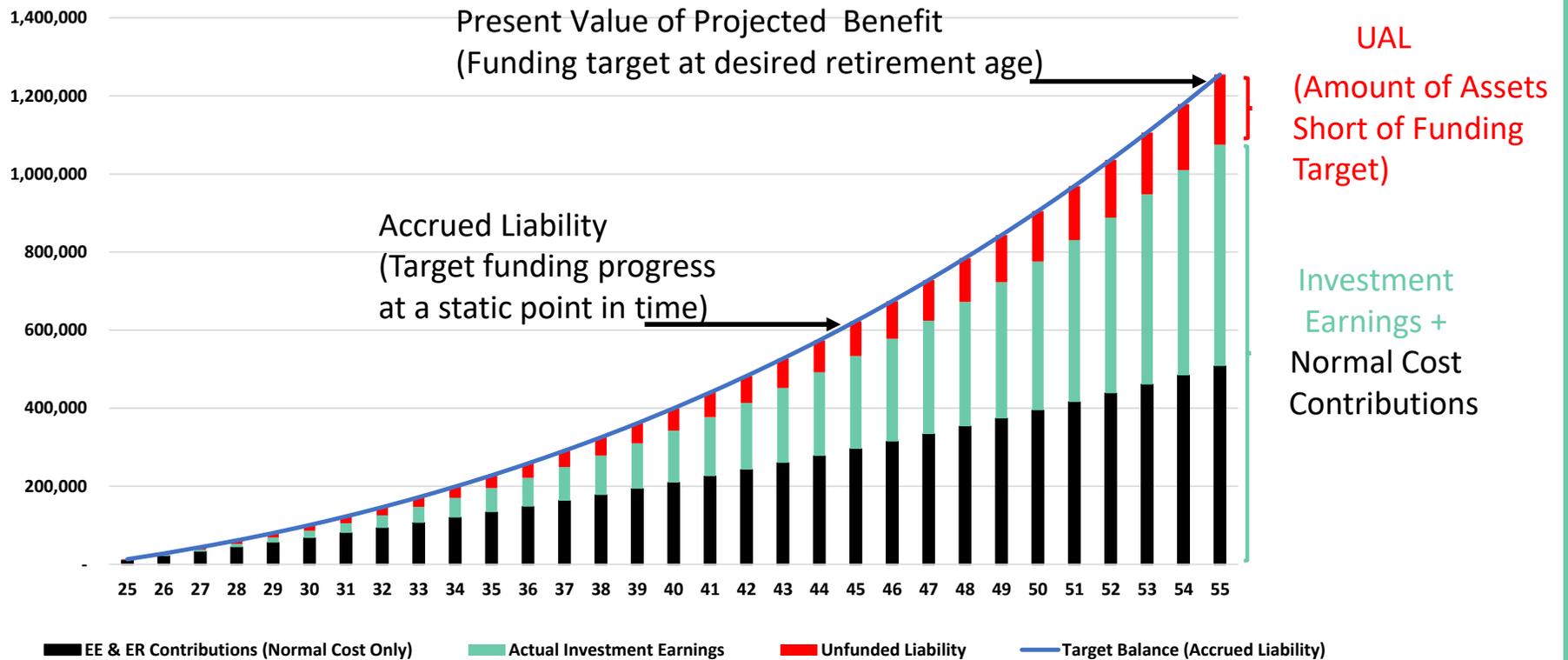
Illustration Pension Funding for an Individual Employee



Retirement Plans Are Sensitive to Investment Earnings



Retirement Plans Are Sensitive to Investment Earnings



Historical Factors Impacting Funded Status

Look Beyond What You See Today





Hurdles & Considerations

CalPERS Investment Return:

21.3%

(Preliminary Estimate)

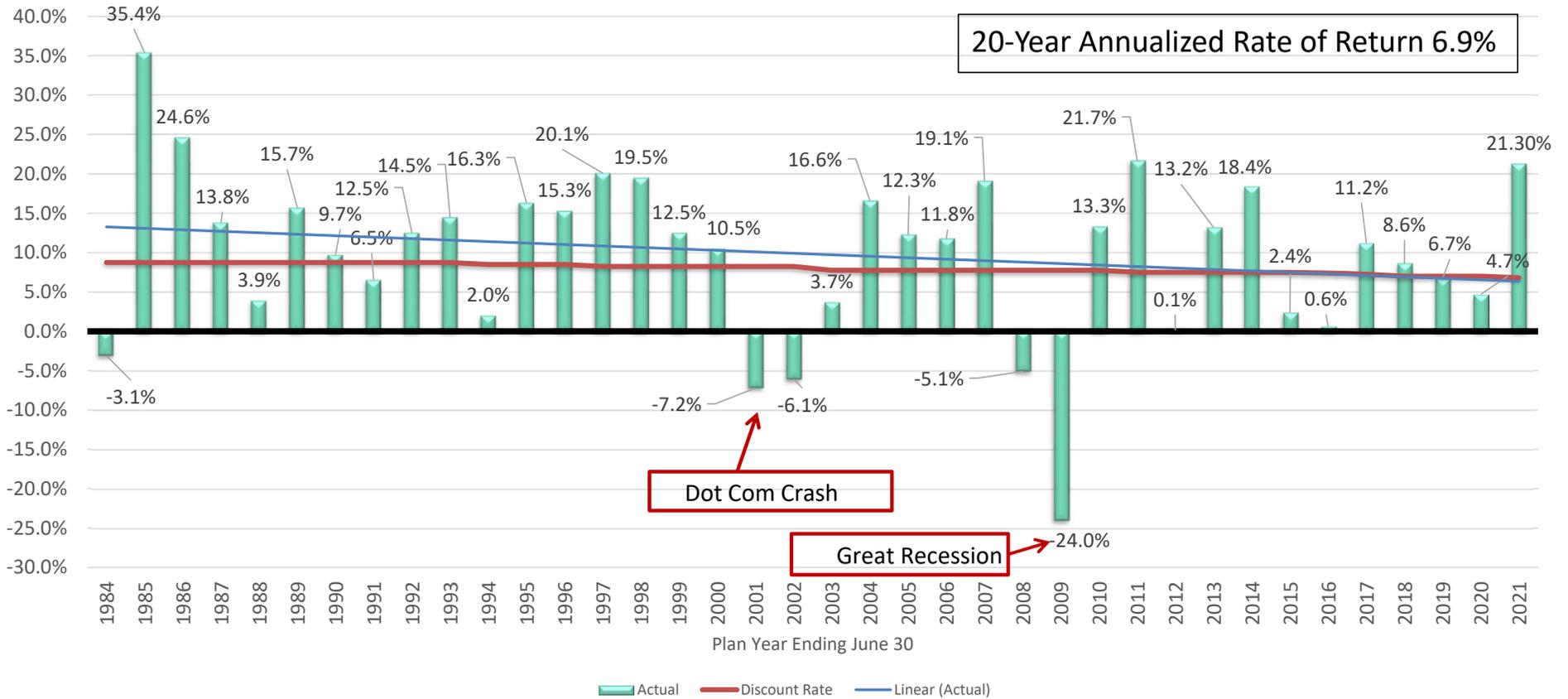
Investment Return Triggers Lower Discount Rate Provision of Funding Risk Mitigation Policy

New Discount Rate 6.8% Heading into ALM Deliberations

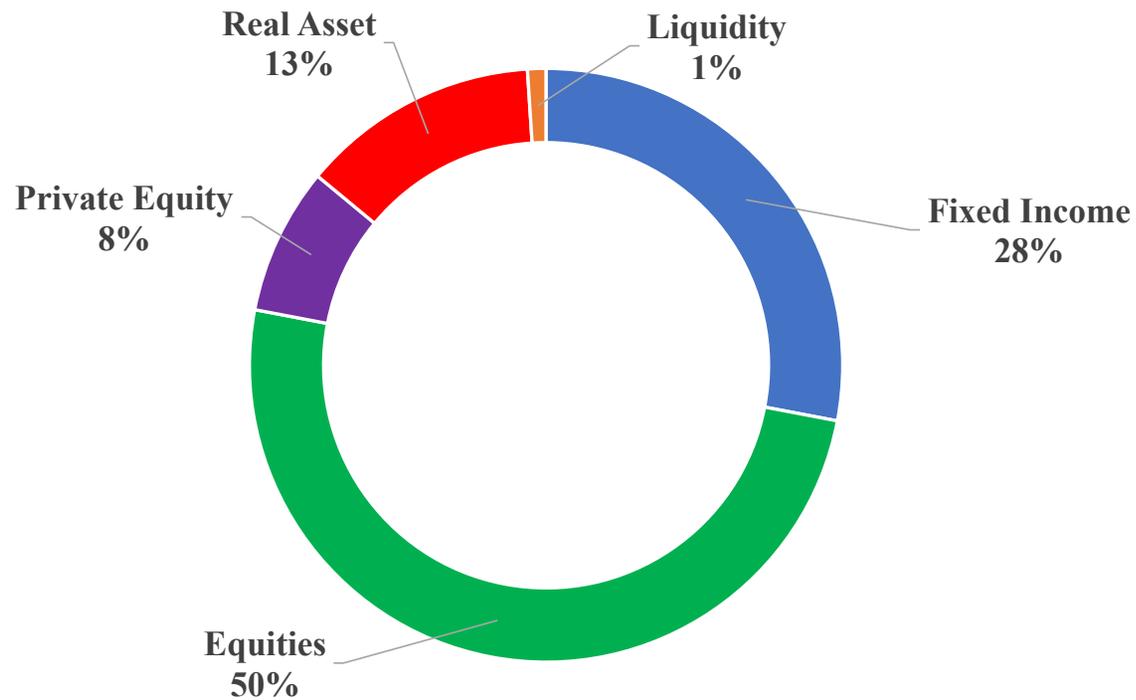
Final Decisions Expected November 2021

<https://www.calpers.ca.gov/docs/funding-risk-mitigation-policy.pdf>

CalPERS Historic Investment Returns



New Asset Allocation Effective June 30, 2020

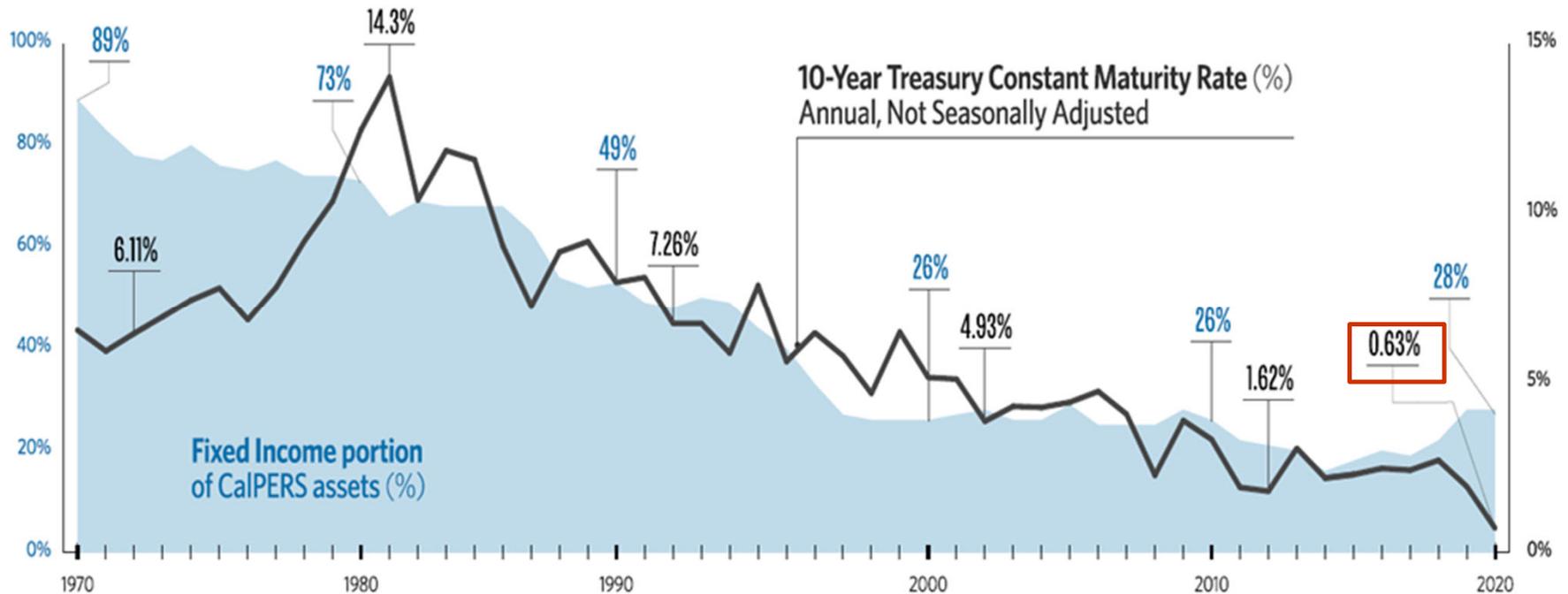


*Source: **CalPERS and Employers: Fiscal Year Returns, Cost Impacts and Our Path Forward", 7/21/2020

Challenges to Achieving Target Returns

US Treasury Yields Reduced to Near Zero

We Need to Take Risks to Achieve Returns



Source: CalPERS



How is Mono County Doing?

Funded Status Trend

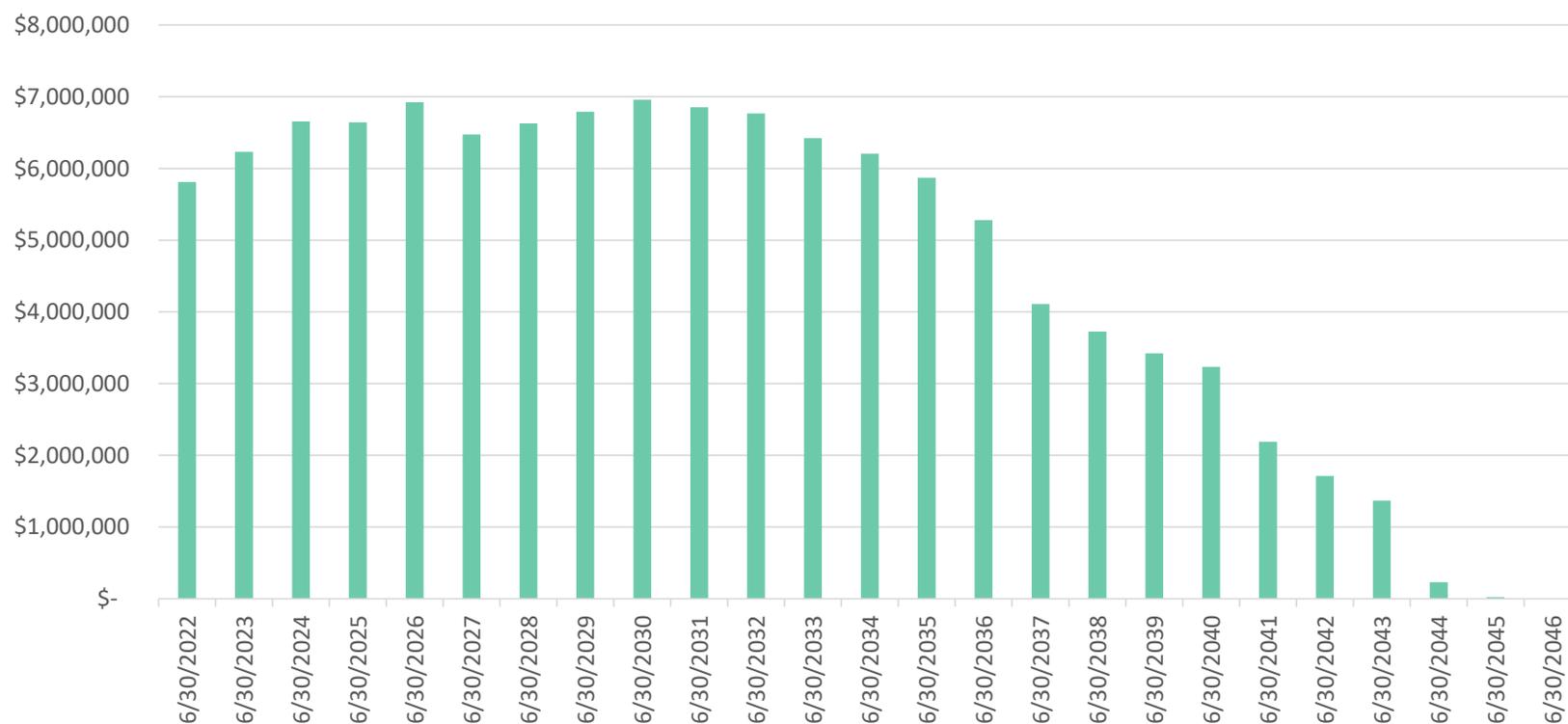
Fiscal Year End (FYE)	2017	2018	2019	2020
Accrued Liability (AL)	\$183,542,145	\$199,098,158	\$207,113,018	\$215,557,491
Market Value of Assets (MVA)	\$130,737,056	\$138,869,417	\$144,364,177	\$148,154,972
Unfunded Accrued Liability (UAL)	\$52,805,089	\$60,228,741	\$62,748,841	\$67,402,519
Funded Status	71.23%	69.75%	69.70%	68.73%
Assumption	7.25%	7.00%	7.00%	7.00%
Actual Experience	11.20%	8.60%	6.70%	4.70%
Experience Gain/Loss	3.95%	1.60%	-0.30%	-2.30%

Plan Funded Status (Millions)

Scenarios	6/30/2020	6/30/2021				
	Status Quo	A	B	C	D	E
Investment Return	7%	7%	21.3%	21.3%	21.3%	21.3%
Discount Rate	7%	7%	6.8%	6.5%	6.25%	6%
Mark Value of Assets (MVA)	148	157	178	178	178	178
Accrued Liability (AL)	215	224	224	230	238	245
Unfunded Liability (UAL)	67	67	46	52	60	74
Funded Status (FS)	69%	70%	80%	77%	75%	72%

* Projection only considers 21.3% investment return and potential discount rate change. It does not consider potential adjustments to inflation, wage growth, mortality and other potential changes in assumptions or demographic changes.

UAL Contribution Schedule as of 6/30/21 Valuation



This UAL payment schedule assumes CalPERS earns no more and no less than 7%

How is Mono County Doing Relative to Other Counties?

County	Funded Status
Lassen	72.40%
Shasta	69.87%
Calaveras	69.77%
Inyo	69.48%
Mariposa	69.33%
Mono	68.73%
Amador	67.91%
Tuolumne	67.48%
Trinity	58.69%





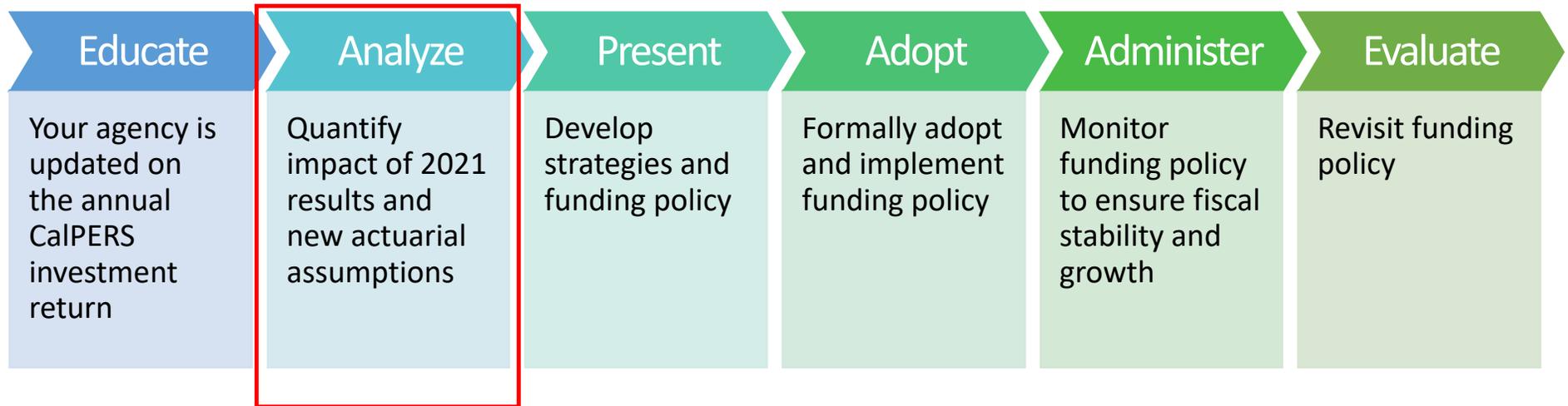
November Board Meeting Dates:

Nov 15th – Investment Committee

Nov 16th – Finance & Administration Committee

Nov 17th – Full Board Meeting (Ultimate Decision)

Building Blocks of Pension Funding





Questions



Disclaimer

While tested against actuarial valuation results, the software results will not necessarily match actuarial valuation results, as no two actuarial models are identical. The software offers financially sound projections and analysis; however, outputs do not guarantee compliance with standards under the Government Accounting Standards Board or Generally Accepted Accounting Principles. The software and this presentation are not prepared in accordance with standards as promulgated by the American Academy of Actuaries, nor do outputs or this presentation constitute Statements of Actuarial Opinion. GovInvest has used census data, plan provisions, and actuarial assumptions provided by Customer and/or Customer's actuary to develop the software for Customer. GovInvest has relied on this information without audit.

Reference Material

County Provides has Multiple Benefit Levels

	<i>Miscellaneous Tier 1</i>	<i>Miscellaneous Tier 2</i>	<i>Miscellaneous Tier 3</i>
Hire Date	Before 6/1/12	On or after 6/1/12	On or after 1/1/13
Formula	2.7% @ 55	2.5% @ 55	2% @ 62
Final Pay Period	12 Months	12 Months	36 Months
COLA	2% per year	2% per year	2% per year
Employee Contributions	8% of pay	8% of pay	6.25% of pay

County Provides has Multiple Benefit Levels

	<i>Peace Officer Tier 1</i>	<i>Peace Officer Tier 2</i>	<i>Peace Officer Tier 3 - PEPR</i>
Hire Date	Before 7/1/04	Before 1/1/13	On or after 1/1/13
Formula	3% @ 50	3% @ 50	2.7% @ 57
Final Pay Period	12 Months	12 Months	36 Months
COLA	2% per year	2% per year	2% per year
Employee Contributions	9% of pay	9% of pay	12% of pay

County Provides has Multiple Benefit Levels

	<i>Sheriff Tier 1</i>	<i>Sheriff Tier 2</i>	<i>Sheriff Tier 3 - PEPRA</i>
Hire Date	Before 1/1/13	On or after 12/27/12	On or after 1/1/13
Formula	3% @ 50	3% @ 55	2.7% @ 57
Final Pay Period	12 Months	36 Months	36 Months
COLA	2% per year	2% per year	2% per year
Employee Contributions	9% of pay	9% of pay	12% of pay

County Provides has Multiple Benefit Levels

	<i>EMS Tier 1</i>	<i>EMS Tier 2</i>	<i>EMS Tier 3 - PEPRA</i>
Hire Date	Before 7/1/07	On or after 7/1/07 Before 1/1/13	On or after 1/1/13
Formula	3% @ 50	2% @ 50	2.7% @ 57
Final Pay Period	12 Months	12 Months	36 Months
COLA	2% per year	2% per year	2% per year
Employee Contributions	9% of pay	9% of pay	12% of pay

Funding Risk Mitigation Policy - Still in Place*

6.8% Discount Rate Heading Into ALM Deliberations Nov 21

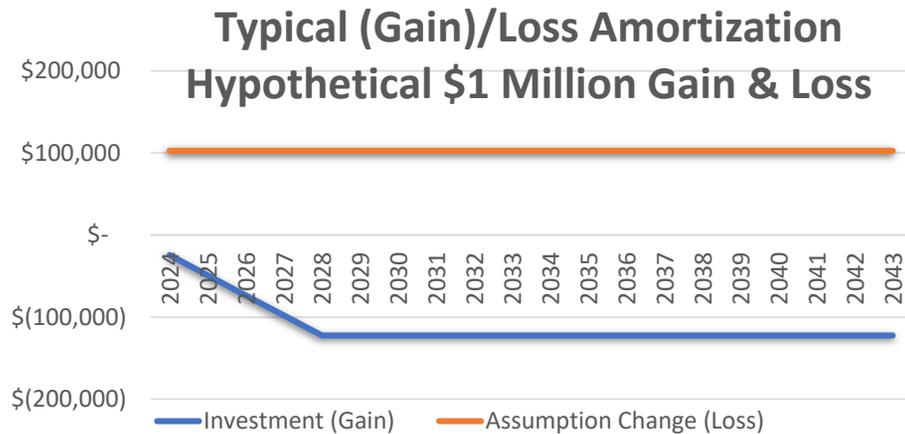
Excess Investment Return	Reduction in Discount Rate	Reduction in Expected Investment Return
<i>If the actual investment returns exceed the discount rate by:</i>	<i>Then the discount rate will be reduced by:</i>	<i>And the expected investment return will be reduced by:</i>
2.00%	0.05%	0.05%
7.00%	0.10%	0.10%
10.00%	0.15%	0.15%
13.00%	0.20%	0.20%
17.00%	0.25%	0.25%

* While the CalPERS Board may elect to implement something different, the current policy suggests that the board should reduce the discount rate 20 bps to 6.8%. <https://www.calpers.ca.gov/docs/funding-risk-mitigation-policy.pdf>

How Investment Gains Are Amortized Differently Than Assumption Changes, Typically!

PER \$1 Million

FYE	Investment Gain/Loss		Assumption Change		Difference
	Level \$ 5Yr Ramp Up		Level \$ No Ramp Up/Down		
	Balance	20 Payment	Balance	20 Payment	
2021	\$ (1,000,000)	\$ -	\$ 1,000,000	\$ -	
	\$ (1,068,000)	\$ -	\$ 1,068,000	\$ -	
2024	\$ (1,140,624)	\$ (24,517)	\$ 1,140,624	\$ 102,569	\$ 78,052
2025	\$ (1,192,849)	\$ (49,035)	\$ 1,112,187	\$ 102,569	\$ 53,534
2026	\$ (1,223,288)	\$ (73,552)	\$ 1,081,817	\$ 102,569	\$ 29,017
2027	\$ (1,230,460)	\$ (98,069)	\$ 1,049,382	\$ 102,569	\$ 4,500
2028	\$ (1,212,783)	\$ (122,587)	\$ 1,014,741	\$ 102,569	\$ (20,018)
2029	\$ (1,168,566)	\$ (122,587)	\$ 977,744	\$ 102,569	\$ (20,018)
2030	\$ (1,121,342)	\$ (122,587)	\$ 938,232	\$ 102,569	\$ (20,018)
2031	\$ (1,070,907)	\$ (122,587)	\$ 896,033	\$ 102,569	\$ (20,018)
2032	\$ (1,017,042)	\$ (122,587)	\$ 850,964	\$ 102,569	\$ (20,018)
2033	\$ (959,515)	\$ (122,587)	\$ 802,831	\$ 102,569	\$ (20,018)
2034	\$ (898,076)	\$ (122,587)	\$ 751,424	\$ 102,569	\$ (20,018)
2035	\$ (832,459)	\$ (122,587)	\$ 696,522	\$ 102,569	\$ (20,018)
2036	\$ (762,380)	\$ (122,587)	\$ 637,887	\$ 102,569	\$ (20,018)
2037	\$ (687,535)	\$ (122,587)	\$ 575,264	\$ 102,569	\$ (20,018)
2038	\$ (607,601)	\$ (122,587)	\$ 508,383	\$ 102,569	\$ (20,018)
2039	\$ (522,232)	\$ (122,587)	\$ 436,954	\$ 102,569	\$ (20,018)
2040	\$ (431,058)	\$ (122,587)	\$ 360,668	\$ 102,569	\$ (20,018)
2041	\$ (333,683)	\$ (122,587)	\$ 279,194	\$ 102,569	\$ (20,018)
2042	\$ (229,688)	\$ (122,587)	\$ 192,181	\$ 102,569	\$ (20,018)
2043	\$ (118,620)	\$ (122,587)	\$ 99,250	\$ 102,569	\$ (20,018)
	\$ (2,206,563)		\$ 2,051,379		\$ (155,183)



Important Caveat

CalPERS Amortization Policy - Funding Risk Mitigation § 15)

In the event of a risk mitigation event as outlined in the Funding Risk Mitigation Policy, investment gains due to that event will be amortized to offset the impact of the discount rate change.

<https://www.calpers.ca.gov/docs/actuarial-amortization-policy.pdf>

Advocate on Behalf of Your Agency



- Submit Letter to the Board on Agenda or Non-Agenda Items
Written comments can be emailed to board@calpers.ca.gov
The entire Board will receive the comments from their direct support staff for review in advance of the meeting.
- Oral Comments at September Board Meeting by calling:
(800) 259-4105

<https://www.calpers.ca.gov/page/about/organization/facts-at-a-glance/asset-liability-management>



DEFINED BENEFIT PENSION PLAN PRIMER

Background

The County participates in the CalPERS agent multiple-employer, defined-benefit (DB) pension plan under §401(a) of the internal revenue code (IRC). This code section also provides for defined contribution (DC) plans similar to 401(k) profit sharing plans and 457(b) deferred compensation plans where the employer's sole responsibility is to make a defined contribution (DC), if any, and all other risks are borne by the employee. However, in a DB plan, the employer guarantees some pre-defined benefit level at retirement and the County bears all risks associated with the promise.

In many states, including California, it is extremely difficult to unwind a defined benefit plan. California Supreme Court decisions dating back 70 years, collectively known as the California rule, guarantee that public workers are entitled to the retirement benefits in effect when they start their employment. Courts have ruled that a public employer who changes the terms of a pension must in turn provide a benefit of equal value. While plans can be closed to new participants, plan sponsors can face an enormous plan termination liability which assumes that no further employer contributions will be made and that all future investment earnings are invested at a risk-free investment rate of return.

Assumptions

All DB pensions plans include a collection of demographic and economic assumptions that drive both the target benefit and cost of the plan over time. These assumptions include expected investment earnings, payroll growth, life expectancy and others. The collection of assumptions forms the foundation for the "normal cost" of the plan, that is if actual results exactly meet all of the actuarial and economic assumptions the normal cost will fully fund the target benefit.

Experience Gains/Losses

When actual results differ from the assumptions, these deviations are called "experience gains and losses." Each year, experience gains and losses are measured and added to or subtracted from the unfunded accrued liability (UAL) in the form of a new gain/loss *layer* or "base" and are phased-in (amortized) into the County's annual required contributions over a period not to exceed 20 years (previously 30 years). The collective layers of gain/loss (positive or negative) bases form the UAL which may have a remaining term between 1 and 29 years.

Changes in Actuarial Assumptions

When long-term plan assumptions are adjusted up or down, these changes are called "changes in actuarial assumptions." Changes in assumptions create their own, new gain/loss bases which are also amortized into the plan cost over a period not to exceed

20 years. Different than experience gains/losses, changes in long-term assumptions also impact the ongoing normal cost of the plan.

Present Value of Projected Benefits (PVPB)

The PVPB represents the total dollars needed as of the valuation date to fund all benefits earned in the past and expected to be earned in the future for current and former plan participants. In other words, it is the target balance of plan assets necessary to fund the promised benefit to plan participants at their projected retirement date.

Accrued Liability (AL)

The AL represents the total dollars needed as of the valuation date to fund all benefits earned in the past for current members and former plan members. This represents the present value of future benefits earned for service *already* earned/rendered.

Market Value of Assets (MVA)

The MVA represents the fair value of assets set aside, in trust, to fund the AL as of a given measurement date.

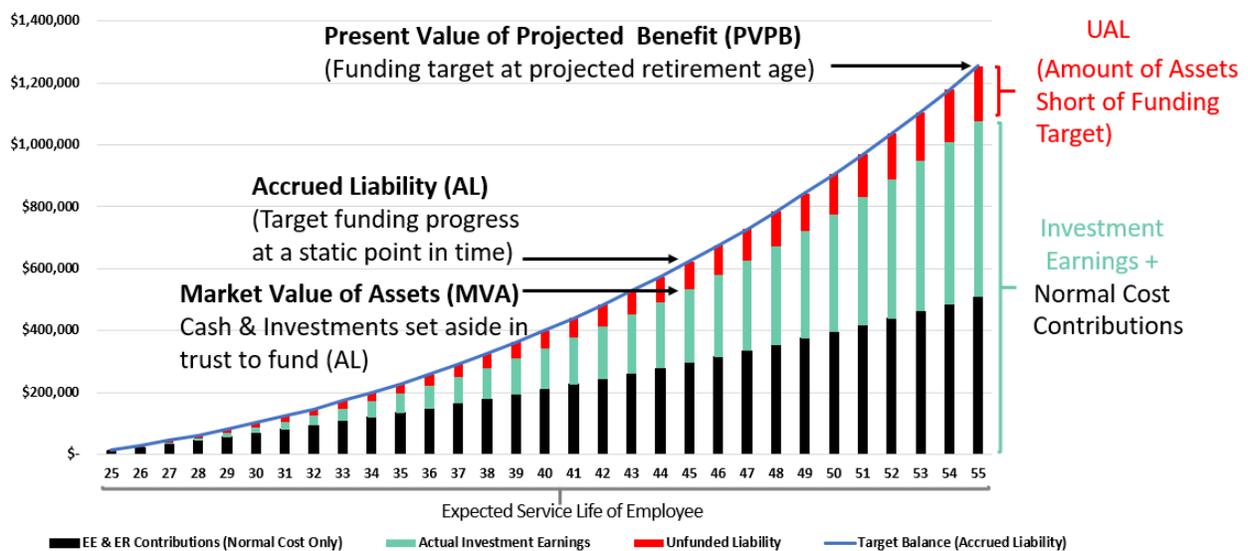
Unfunded Accrued Liability (UAL)

The UAL represents the arithmetic difference between the AL and the MVA. It is a measure of the funding shortfall relative to the AL.

Funded Status

The funded status is the ratio of MVA to AL ($MVA \div AL$)

Illustration of Key Actuarial Terms

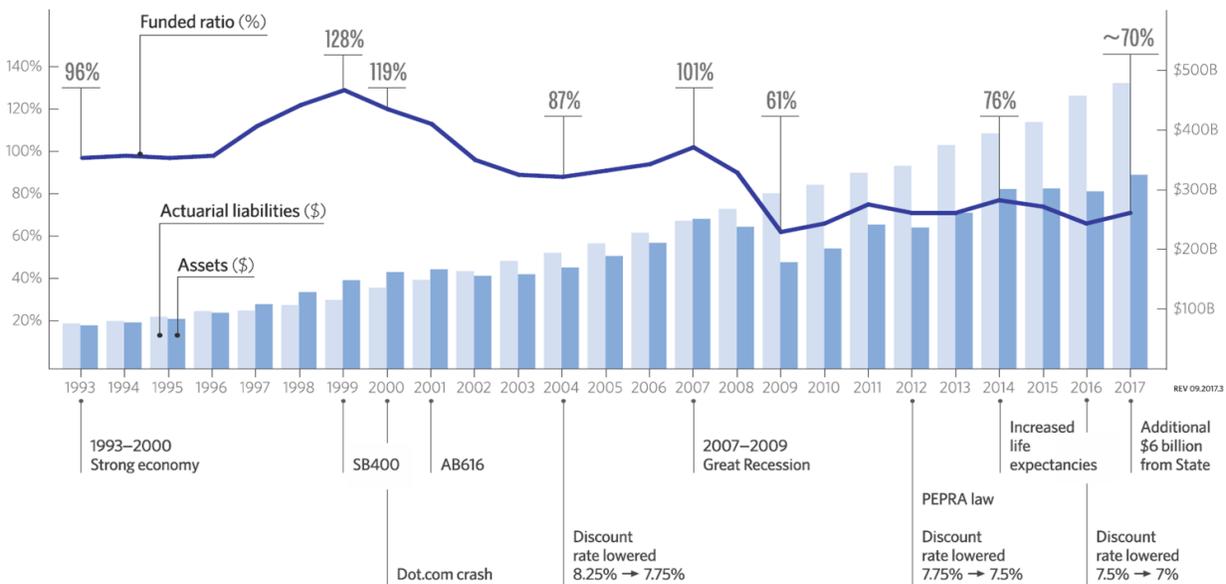


Discount Rate

The discount rate is an important actuarial assumption that drives the cost of the plan. It represents long-term *expected* rate of investment return that can be expected from the plan's investment strategy and portfolio. Since the promised benefit formula is fixed and guaranteed by the employer, a decrease in the assumed investment return (discount rate) directly impacts the employer's cost of the promised benefit. Since nearly 2/3 of a plan's funding is derived from accumulated investment earnings, any change to discount rate can have a profound impact on the employer's cost of funding the benefit. With respect to the CalPERS plan, the discount rate has been as high at 8.75% but has since dropped to 7.0% and further reductions in the discount rate may be in the not-too-distant future.

Historical Factors Impacting CalPERS Funded Status

The events that contributed to large unfunded pension liabilities for public employers and a lower funded status for the pension system as a whole can be summarized in the following illustration:



Source: CalPERS

In the late 80's and 90's CalPERS' investment returns were very strong, resulting in most plans accumulating more assets than their plan liabilities. By 1999, the CalPERS system reached its peak funded status where plan assets climbed to 128% of plan liabilities. Since investment earnings offset employer plan costs, the plan benefits appeared to be relatively inexpensive. Senate bill (SB) 400 and assembly bill (AB) 616 provided employers the ability to significantly enhance pension benefit levels to both safety and miscellaneous plans. Many local agencies rushed to enhance benefit levels, seemingly for free since plan assets exceeded plan liabilities. Any remaining agencies that had not increased benefits quickly felt pressure from bargaining units that argued

their agency needed to follow suit, in order to remain competitive in attracting and retaining employees or lose out to surrounding communities.

At its peak, the expected average annual return or discount rate was 8.75% and was supported by historical earnings patterns. Since then, market returns have not supported the previous investment income assumptions. Therefore, pension plan administrators, including CalPERS, have been forced to adjust the discount rate assumption downward which in turn increases the cost of the promised employee benefit to employers. The current CalPERS discount rate now stands at 7%. Even still, as fixed income yields have contracted to near zero levels, investment portfolio managers are faced with the dilemma of taking on more investment risk or lowering discount rates even further.

Over the last two decades both experience losses and changes in assumptions have significantly impacted the funded status of the CalPERS pension plans, driving the employer costs to worrisome levels contributing to pension reform and the current pension crisis. In 2012, the California legislature passed the Public Employees' Pension Reform Act (PEPRA), championed by former Gov. Jerry Brown. PEPRA took effect January 1, 2013 and places limits on the level of pension benefits. While this reform is significant, due to a provision in the California constitution often referred to as the "California Rule," the PEPRA limitation only applies to employees hired after January 1, 2013 AND are either new to the pension system or had a break in service in excess of 6 months. Therefore, the impact of PEPRA will not provide employers significant relief for decades to come.