

#### **AGENDA**

# BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

Regular Meeting May 14, 2024

#### TRIBAL LAND ACKNOWLEDGEMENT

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

#### TELECONFERENCE INFORMATION

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

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

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

#### To join the meeting by computer:

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

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

#### To join the meeting by telephone:

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

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

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

**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 athttp://monocounty.ca.gov/bos. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

#### 2. RECOGNITIONS

#### A. Proclamation Designating May 2024 as Mental Health Awareness Month

Departments: Behavioral Health

10 minutes

(Robin K. Roberts, Behavioral Health Director) - Each year millions of Americans face the reality of living with a mental illness. In designating May 2024 as Mental Health Awareness Month, Mono County joins the national movement to raise awareness about mental health and to provide education and reduce stigma around mental health. Mono County Behavioral Health has planned activities and events to recognize Mental Health Awareness Month.

**Recommended Action:** Adopt proposed proclamation designating May 2024 as Mental Health Awareness Month, receive report on activities planned to recognize Mental Health Awareness Month. Provide any desired direction to staff.

Fiscal Impact: None.

#### B. Proclamation Designating May 2024 as Art Month

Departments: Mono Arts Council

10 minutes

(Kristin Reese, MAC Executive Director) - Proclamation recognizing and

celebrating May as Mono County Art Month 2024.

**Recommended Action:** Approve proposed proclamation recognizing and celebrating May as Mono County Art Month 2024.

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. Behavioral Health Advisory Board Appointment

Departments: Clerk of the Board

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

**Recommended Action:** Make the following appointment to the Mono County Behavioral Health Advisory Board: Jennifer Weaver, term expires May 14, 2027.

Fiscal Impact: None.

# B. Updated Memorandum of Understanding with Eastern Sierra Continuum of Care

Departments: Behavioral Health

Minor updates to previously executed memorandum of understanding (MOU) with Eastern Sierra Continuum of Care, and Inyo County pertaining to the homeless housing, assistance, and prevention program (HHAP) grant funds.

**Recommended Action:** 1). Approve and authorize Chair to sign contract with Eastern Sierra Continuum of Care and Inyo County for the HHAP for the period March 26, 2024, through June 30, 2029. 2). Delegate authority to Chair to approve future minor changes or revisions that do not substantively alter the agreement or significantly change the contract amount and are approved as to

form by County Counsel.

**Fiscal Impact:** The MOU commits Mono County to an expenditure of staff time only.

# C. Budget Adjustment for Mono County Behavioral Health Vehicle Purchase Departments: Behavioral Health

A budget adjustment is needed to allow for the purchase of a new vehicle for needed services in the Behavioral Health Wraparound program. The increase in appropriations in budget unit 841 and 650 is covered by Mental Health Services Act (MHSA) fund balance.

**Recommended Action:** Approve budget adjustment for FY 2023-24 as requested or amended, (4/5 vote required).

**Fiscal Impact:** An increase to operating transfers out in the amount of \$75,000 to be offset with Mental Health Services Act fund balance for use to purchase a new vehicle in Fund 650 Fleet for participants of the Wraparound program.

#### D. Amendment to Agreement with Anne Sippi Clinic

Departments: Behavioral Health

Proposed contract amendment with Anne Sippi Clinic Treatment Group pertaining to the provision of transitional social rehabilitation services.

**Recommended Action:** Approve, and authorize Chair, to sign, contract with Anne Sippi Clinic Treatment Group for provision of transitional social rehabilitation services for the period July 1, 2022 through June 30, 2024 and a not-to-exceed amount of \$169,765.

**Fiscal Impact:** The proposed amendment increases the total contract limit from \$157,487 to \$169,765, and the 12 month period not to exceed amount for fiscal year 2023-24 from \$78,831 to \$91,109. This increase totals \$12,278. This contract is paid for with Mental Health Services Act funding under the full-service partnership program.

# E. Exchange Agreement between ParcelQuest and the Mono County Assessor

Departments: Assessor

Proposed contract with ParcelQuest pertaining to Payment for Data.

**Recommended Action:** Approve and authorize Chair to sign, Exchange Agreement with ParcelQuest.

**Fiscal Impact:** There is no cost to the County other than staff time to provide map data. The agreement generates annual revenue share proceeds to the County dependent on the quantity of data sold by ParcelQuest.

# F. Temporary Closure of a County Road (Sherwin Creek Road) in the Town of Mammoth Lakes for July 4, 2024

Departments: Public Works - Road Department

The Town of Mammoth Lakes is requesting temporary closure of a county road (Sherwin Creek Rd) for its annual Fourth of July Fireworks celebration. This road closure will be to support traffic control at Highway 203/395 turn off for people returning to Mammoth from the Crowley Lake Fireworks display.

**Recommended Action:** Adopt Resolution Authorizing the Temporary Closure of County Roads for the Town of Mammoth Lakes Fourth of July Fireworks Celebration.

Fiscal Impact: None.

#### G. Avigation Easement from Parcel Adjacent to Bryant Field

Departments: Public Works

Resolution Authorizing the County Administrative Officer to Accept and Consent to Recordation of an Avigation Easement Deed for Assessor's Parcel Number 008 070 042

**Recommended Action:** Adopt proposed resolution.

Fiscal Impact: None.

#### H. Mono County Systemic Safety Curve Signage Project

Departments: Public Works

This project will install curve warning signs, chevrons, and other curve signage on Lower Rock Creek Road, Benton Crossing Road, Convict Lake Road, Lundy Lake Road, Twin Lakes Road, Eastside Lane, and Cunningham Lane. An executed Program Supplement Agreement (PSA) and adopted Resolution are required to obtain reimbursement of HSIP funds from the state.

**Recommended Action:** Adopt attached resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No 00000A493 Under Administering Agency – State Master Agreement No 09-5497S21 for the Mono County Systemic Safety Curve Signage Project, State Project No. HSIPSL 5947(069)".

**Fiscal Impact:** Total programmed state funding for construction is \$198,500 in the Highway Safety Improvement Program (HSIP). State reimbursement is 100 percent funded with HSIP state funds; no local match is required. Based on the Preliminary Engineer's Cost Estimate of \$320,740, \$122,240 in local transportation funds (SB1 / RMRA) have been allocated to this project to supplement construction, if needed, and to provide funds for contingency and

# construction engineering. Exact costs will be based on actual bids received. Approval of Updates to Existing County Job Descriptions and Changes to the Allocation List

Departments: County Administrative Office

Approval of updates to existing County Job Descriptions and changes to the Allocation List; and request the Board of Supervisors direct the County Administrative Officer or designee to approve future updates to existing County Job Descriptions.

**Recommended Action:** Approval of updates to existing County Job Descriptions and changes to the Allocation List; and request the Board of Supervisors direct the County Administrative Officer or designee to approve future updates to existing County Job Descriptions.

Fiscal Impact: None.

J. Amending the Allocation List to Add One Licensed Vocational Nurse and one Epidemiologist in the Health and Human Services Department

Departments: Human Resources

Proposed resolution Amending the Allocation List to Add One Licensed Vocational Nurse and one Epidemiologist in the Health and Human Services Department.

**Recommended Action:** Adopt proposed resolution, Amending the Allocation List to Add One Licensed Vocational Nurse and one Epidemiologist in the Health and Human Services Department.

**Fiscal Impact:** Fiscal impact unknown depending on the qualifications of proposed candidates. Department costs estimated to increase by approximately \$244,500, assuming both positions are hired at step A.

K. Amending the Allocation List Deleting One Administrative Services
Specialist and Adding One Fiscal/Administrative Services Officer I/II

Departments: County Administrative Office

Proposed resolution approving reclassification of Deanna Tuetken into the position of Fiscal and Administrative Services Officer II, Step A, in the Department of Community Development and amending the Allocation List to delete one Administrative Services Specialist and add one Fiscal/Administrative Services Officer I/II within that department.

**Recommended Action:** Approve proposed resolution approving reclassification of Deanna Tuetken into the position of Fiscal and Administrative Services Officer II, Step A, in the Department of Community Development, and amending the Allocation List to delete one Administrative Services Specialist and add one Fiscal/Administrative Services Officer I/II within that department.

#### **Fiscal Impact:**

This item increases costs for the remainder of this fiscal year by \$1,232, of which \$1,085 is salary and \$146 is benefits. If this item is approved, the annual cost of this position will be \$110,894, of which \$88,122 is salary and \$22,772 is benefits. This is an annual cost increase of \$9,566.

# L. Amending the Allocation List Deleting One Substance Use Disorder Counselor I/II/III and Adding One Behavioral Health Services Coordinator and adding One Clinical Supervisor

Departments: Human Resources

Proposed resolution to amend the allocation list to delete one Substance Use Disorder Counselor I/II/III and adding one Behavioral Health Services Coordinator - SUD I/II/II and to add one Clinical Supervisor.

**Recommended Action:** Approve the proposed resolution to amend the allocation list to delete one Substance Use Disorder Counselor I/II/III and adding one Behavioral Health Services Coordinator - SUD I/II/II and to add one Clinical Supervisor.

**Fiscal Impact:** Exact fiscal impact unknown, depending on qualifications of potential candidates. Estimate of costs increases from a range of \$82,300 to \$108,000, to a range of \$230,000 to \$244,400, assuming applicants are hired at step A of the respective ranges.

# M. Approval of Funding Agreement with Long Valley Fire Protection District Departments: County Administrative Office

Proposed agreement with Long Valley Fire District to provide \$100,000 in financial assistance for preliminary design, entitlement, and permitting work related to the construction of Station #2 in Sunny Slopes (515 Owens Gorge Road).

**Recommended Action:** Approve, and authorize Chair to sign, contract with Long Valley Fire District for preliminary design, entitlement, and permitting work for Station #2 for the period April 2024, through March 31, 2027, for \$100,000.

**Fiscal Impact**: Funding for this grant agreement is included in the FY 2023-24 adopted budget.

#### N. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 3/31/2024.

Recommended Action: Approve the Treasury Transaction Report for the month

ending 3/31/2024.

Fiscal Impact: None.

#### O. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 3/31/2024.

Recommended Action: Approve the Investment Report for the Quarter ending

3/31/2024.

Fiscal Impact: None.

#### 6. CORRESPONDENCE RECEIVED

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

# A. F.I.M. Corporation Comment Letter on Proposed Sage-Grouse Listing Under the State Endangered Species Act

**Departments: Community Development** 

F.I.M. Corporation transmitted their comment letter on the California Department of Fish and Wildlife's proposed listing of the Greater Sage-Grouse under the California Endangered Species Act for the Board's information.

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

Fiscal Impact: None.

# B. Request to Backfill Insufficient Educational Revenue Augmentation Funds (ERAF)

Letter to Senator Padilla regarding the request appropriation for insufficient ERAF amounts in Mono County.

#### 7. REGULAR AGENDA - MORNING

#### A. Behavioral Health Advisory Board Overview

Departments: Sheriff's Office / Behavioral Health

30 minutes

(Sheriff Ingrid Braun) - Presentation by Behavioral Health Advisory Board providing an overview of the Board's responsibilities.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. PUBLIC HEARING: County Fees

Departments: Finance

PUBLIC HEARING: 9:00 AM (20 minutes)

(Gerald Frank, Treasurer/Tax Collector Director) - Public hearing regarding changes to County fees.

**Recommended Action:** 1). Conduct Public Hearing; 2). Consider and approve the proposed resolution adopting new fees and changes in existing fees for specific County permits and other services; and 3) Provide any desired direction to staff.

**Fiscal Impact:** Assuming the volume of County service offerings do not decline, the County can expect greater fee revenues.

C. Mono Arts Council (MAC) Program Update and Resolution Naming Mono Arts Council as Mono County's State-Local Partner for the California Arts Council's State-Local Partnership Program (SLPP)

Departments: Board of Supervisors

15 minutes

(Kristin Reese, MAC Executive Director) - Proposed resolution designating the Mono Arts Council as Mono County's authorized local partner for the California Arts Council's State and Local Partnership Program (SLPP) and authorizing the Mono Arts Council to apply for and receive funds from the California Arts Council's SLPP.

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

Fiscal Impact: None.

D. Mono County Sustainable Outdoors and Recreation and CSA1 Trails Proposal for Inyo National Forest

Departments: Public Works - Sustainable Recreation

30 minutes

(Marcella Rose, Sustainable Recreation Coordinator) - Mono County Sustainable Outdoors and Recreation (MCSOAR) has been working with members of the County's Service Area 1 (CSA1) advisory board to develop a recommendation to the Board regarding the establishment of a connector trail system in southern Mono County in partnership with the Inyo National Forest and BLM Bishop. This item requests Board approval of the initial proposal of this trail system to the Inyo National Forest and BLM Bishop submitted by Mono County, as recommended by the County's CSA1 advisory board.

**Recommended Action:** Approve the proposal for Mono County to submit to the INF and BLM to proceed with the trail connector system.

**Fiscal Impact:** The project proposals commit Mono County to fund the initial environmental review utilizing funds within the County's restricted County Service Area 1 (CSA1) account, up to a total of \$125,000 for both projects (\$75,000 for the Tom's Place connector and \$50,000 for the Hilton Creek connector). If allocated funds are not all expended for environmental review, and one or both projects are ultimately approved, then the remainder would be allocated towards trail construction, maintenance and signage. In-kind staff support would also be dedicated to the project. Recreation is an allowable use of CSA1 funds. The CSA1 included these items in their proposed budget for FY 2024-25.

# E. Discussion of Potential Future Single-Use Water Bottle and Styrofoam Ban

Departments: County Administrative Office

20 minutes

(Supervisor Gardner) - Board discussion of a potential future single-use plastic water bottle and Styrofoam ban sponsored by Supervisor Gardner.

**Recommended Action:** Discuss single-use plastic water bottle and Styrofoam ban and provide staff with direction on whether to bring back an item for consideration by the Board.

Fiscal Impact: None.

#### F. Biomass Facility Update

Departments: Emergency Management

30 minutes

(Wendilyn Grasseschi, Wildfire Mitigation Coordinator) - An update on biomass-related grants and possible bioenergy projects.

**Recommended Action:** None, informational only. Receive any direction from the Board.

Fiscal Impact: None.

#### G. Wildfire Resilience Action Financial Team (WRAFT) Information

Departments: Emergency Management

30 minutes

(Wendilyn Grasseschi, Wildfire Mitigation Coordinator) - Update on the Eastern Sierra Climate and Community Resilience Project (ESCCRP) Wildfire Resilience Action Financial Team (WRAFT) and discussion of a proposed MOU among WRAFT and other partners.

**Recommended Action:** Receive the update on the ESCCRP and provide direction to staff regarding whether the WRAFT MOU should be agendized for future consideration and possible approval by the Board.

Fiscal Impact: None.

#### H. Mono County Jail Facility - Update

Departments: Public Works

15 minutes

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

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

Fiscal Impact: None.

#### I. Update to Policies and Procedures Manual - Purchasing and Contracting

Departments: County Administrative Office and County Counsel

5 minutes

(Sandra Moberly, County Administrative Officer) - Staff update on new sections added to the Mono County Policies and Procedures Manual - Policy L-1: "Department Processes for Preparing Contracts" and L-2: "Purchasing - Documentation and Internal County Review". Discussion of process for updating or revising Manual.

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

Fiscal Impact: None.

# J. Proposed Purchase of Certain Real Property at 264 Highway 182 Bridgeport, CA 93517 (APN: 008-213-011-000)

Departments: County Administrative Office

20 minutes

(Tyrone Grandstrand, Housing Opportunities Manager) - Proposed Purchase of Certain Real Property at 264 Highway 182 Bridgeport, CA 93517 (APN: 008-213-011-000)

#### **Recommended Action:**

Adopt attached resolution authorizing the purchase of the property located at 264 CA 182 Bridgeport, CA 93517, APN: 008-213-011-000

**Fiscal Impact:** The purchase results in the expenditure of \$1,250,000 of local assistance project funding, included in the FY 2023-24 budget for the Affordable Housing fund.

#### K. Update of Draft Diversity, Equity, and Inclusion (DEI) Workplan

Departments: County Administrative Office

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Presentation by Assistant County Administrative Officer, Christine Bouchard regarding update on the Diversity, Equity, and Inclusion (DEI) Workplan.

Recommended Action: None, informational only.

Fiscal Impact: None.

# L. Terms and Conditions of Employment for Danyell LeBrun as Health Services Manager

Departments: Health and Human Services

5 minutes

(Michelle Raust, Health Human Servies Deputy Director) - The Health and Human Services Department has selected Danyell Lebrun, RN, as its Health Program Manager-Community Health. Ms. Lebrun currently works for the county as a nurse within the Public Health Division. This item seeks Board approval of an agreement regarding the terms and condition of employment for Ms. Lebrun in this new role.

**Recommended Action:** Announce Fiscal Impact. Adopt resolution approving an agreement regarding the terms and conditions of employment of Danyell Lebrun as Health Program Manager-Community Health. Authorize the Board Chair to execute said agreement on behalf of the County.

**Fiscal Impact:** This item increases spending for the remainder of this fiscal year by \$3,012, of which \$2,275 is salary and \$737 is benefits. If this item is approved, the annual cost will be \$195,751, of which \$130,138 is salary and \$65,613 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

#### 8. CLOSED SESSION

#### A. Closed Session - Labor Negotiations

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

#### B. Closed Session - Exposure to Litigation

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

#### C. Closed Session - Existing Litigation

County of Mono, et al v. Liberty Utilities, LLC, et al., Case No: 2:21-cv-00834-DAD-KJN, U.S. District Court for the Eastern District of California.

#### 9. REGULAR AGENDA - AFTERNOON

#### A. Update from Toiyabe Indian Health Project on Coleville Clinic Planning

Departments: Clerk of the Board, Sponsored by Chair Peters 1:00 PM: 30 minutes (10 minute presentation, 20 minute discussion)

(Dr. Zahid Sheikh, CEO and Earl Lent III, Chief Operating Officer) - In November of 2020, the Mountain View Fire destroyed thousands of acres and over 100 structures in the town of Walker. The fire also destroyed the Toiyabe Indian Health Clinic located in Coleville. The Board of Supervisors will hear an update from Toiyabe leadership, Dr. Zahid Sheikh, CEO and Earl Lent III, Chief Operating Officer, on efforts to rebuild a medical and dental clinic in Coleville.

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

Fiscal Impact: None.

#### B. Water Transfer Criteria to Restore Walker Lake

Departments: Community Development Department

1 hour

(Wendy Sugimura, Community Development Director) - Presentation on draft General Plan policies on water transfer criteria for the restoration of Walker Lake in Nevada.

**Recommended Action:** Provide feedback to finalize the draft policies for a final round of public outreach prior to consideration of adoption. Provide any desired direction to staff.

**Fiscal Impact:** None. Staff time to work on this project is included in the Community Development budget.

#### 10. 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**

## REGULAR AGENDA REQUEST

\_\_\_\_ Print

**MEETING DATE** May 14, 2024 **Departments: Behavioral Health** 

TIME REQUIRED 10 minutes **PERSONS** Robin K. Roberts, Behavioral Health

**SUBJECT** Proclamation Designating May 2024

**BEFORE THE** as Mental Health Awareness Month **BOARD** 

Director

**APPEARING** 

#### **AGENDA DESCRIPTION:**

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

Each year millions of Americans face the reality of living with a mental illness. In designating May 2024 as Mental Health Awareness Month, Mono County joins the national movement to raise awareness about mental health and to provide education and reduce stigma around mental health. Mono County Behavioral Health has planned activities and events to recognize Mental Health Awareness Month.

#### **RECOMMENDED ACTION:**

Adopt proposed proclamation designating May 2024 as Mental Health Awareness Month, receive report on activities planned to recognize Mental Health Awareness Month. Provide any desired direction to staff.

#### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Amanda Greenberg

PHONE/EMAIL: 760-924-1754 / agreenberg@mono.ca.gov

#### **SEND COPIES TO:**

#### MINUTE ORDER REQUESTED:

#### ATTACHMENTS:

#### Click to download

- Proclamation
- Mental Health Month Events Flyer
- Paradise Paradox Flyer
- Mental Health First Aid Flyer

Time	Who	Approval
4/29/2024 2:36 PM	County Counsel	Yes
5/6/2024 2:20 PM	Finance	Yes
5/6/2024 5:30 PM	County Administrative Office	Yes



# MONO COUNTY BOARD OF SUPERVISORS MAY 2024 MENTAL HEALTH AWARENESS MONTH PROCLAMATION

**WHEREAS**, mental health is defined as a state of well-being in which an individual realizes their own abilities, can cope with the normal stresses of life, can work productively, and is able to make a contribution to their community; and

**WHEREAS**, 40 percent of adults in the U.S. reported struggling with mental health or substance use during and following the COVID-19 pandemic and more people than ever are reporting isolation or loneliness; and

**WHEREAS**, 50 percent of all chronic mental illness begins by age 14 and 75 percent begins by age 24; and

**WHEREAS**, mental health challenges are one of the most common health conditions in California, affecting one out of six adults and impacting both the person experiencing mental health challenges and those who care for and love the person facing the challenge; and

**WHEREAS**, one out of every twenty-four Californians with a serious mental illness have difficulty functioning in everyday life and if left untreated, have life expectancies 25 years shorter than the general population; and

**WHEREAS**, institutional and structural racism is the root cause of health disparities and social inequities that impact many aspects of life, including mental health; and

**WHEREAS**, every day, millions of people face stigma related to mental health and may feel isolated and alone, going years before receiving any help; and

**WHEREAS**, recovery can and does happen, and all Californians should know that support and help is available regardless of any individual's situation; and

**WHEREAS**, creating a community where everyone feels safe and comfortable reaching out for the support they deserve is crucial to ending the stigma around mental health; and

**WHEREAS**, engaging in prevention and early intervention are effective ways to reduce the burden of mental illness and to help our friends and neighbors with mental illness make progress toward recovery and lead full, productive lives; and

**WHEREAS**, hundreds of people in Mono County receive services from the Mono County Behavioral Health Department each year, including mental health treatment, substance use



disorder counseling, community wellness programs, and a crisis response team to assess for suicide risk; and

**WHEREAS**, the mission of Mono County Behavioral Health is to encourage healing, growth, and personal development through whole person care and community connectedness; and

**WHEREAS**, Mono County Behavioral Health aims to help build a community in which businesses, schools, partner agencies, healthcare providers, and residents understand that they have the power to positively impact the mental health and well-being of our community members.

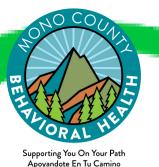
**NOW, THEREFORE,** the Mono County Board of Supervisors proclaims May 2024 as Mental Health Awareness Month and recognizes the promotion, protection, and restoration of mental health and mental wellness as a vital priority for Mono County. Additionally, the Board celebrates the hard work and dedication of the Behavioral Health Department in addressing and treating mental illness and substance use disorders, including the free public screening of the film *Paradise Paradox* on May 14, 2024 from 6:00-7:30 pm at Minaret Cinemas, the free Intro to Mental Health First Aid course offered on May 16, 2024 from 1:00 pm – 4:00 pm in the Mono Lake Room, and the "El Estigma de la Salud Mental en las Comunidades Latinas" presentation on May 17, 2024 from 5:00 to 7:00 pm in the Mono Lake Room. The Mono County Board of Supervisors thanks all staff members for their efforts to creatively engage the community and create safe, welcoming spaces for all. Finally, the Board of Supervisors calls upon all members of our communities to recommit to increasing awareness and understanding of mental health, and of the mental health services available to our friends, neighbors, and community members.

**APPROVED AND ADOPTED** this 14th day of May 2024, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1	Rhonda Duggan, Supervisor District #2
Bob Gardner, Sup	pervisor District #3
John Peters, Supervisor District #4	Lynda Salcido, Supervisor District #5

MONO COUNTY BEHAVIORAL HEALTH

# MENTAL HEALTH AWARENESS MONTH



**MAY 2024** 

MENTAL HEALTH AWARENESS FREE EVENTS



PARADISE PARADOX MAY 14, 2024 - 6:00-7:30 PM MINARET CINEMAS - 437 OLD MAMMOTH RD

Isolation, inadequate resources, substance abuse, and social stigmas. The Paradise Paradox sheds light on the root causes of the mental health challenges that are plaguing America's mountain resort towns and how they're banding together to create innovative solutions that break the cycle.

MAY 16, 2024 1:00-4:00 PM CIVIC CENTER-MONO LAKE ROOM 1290 TAVERN ROAD

#### MENTAL HEALTH FIRST AID

Just as CPR helps you assist an individual having a heart attack, intro to Mental Health First Aid helps you assist someone experiencing a mental health crisis. Learn how to assess and what to do in a mental health crisis.

FORO LATINO - MAY 17, 2024 - 5:00-7.00 PRESENTATION

In celebration of Mental Health Awareness month join us for a free Spanish presentation and dinner. "Stigma of Mental Health in Latin Communities" presentation will be made in Spanish by Josefina Sierra, LCSW. Ms. Sierra has over 30 years of experience in mental health serving immigrant families with generational trauma. Dinner, community, support, info on services, and your role in destigmatizing and strengthening your own GUEST SPEAKER: mental health. Dinner provided by Latin Market.



**JOSEFINA SIERRA, LCSW** 

## FREE YOGA

WALKER SENIOR CENTER CHAIR YOGA - TUE & WED = 11:00-12:00 WALKER WELLNESS CENTER - THURSDAYS - 10:00-11:00 OR 4:00-5:00 SIERRA WELLNESS CENTER (MAMMOTH) - TUE & THURS - 1:30-2:45PM CROWLEY COMMUNITY CENTER - THURS 11:00-12:00 PM CHALFANT COMMUNITY CENTER - THURSDAYS - 11:00 AM - 12:00 PM

MONO COUNTY BEHAVIORAL HEALTH

# MES DE LA CONCIENCIA SOBRE LA SALUD MENTAL



Supporting You On Your Path Apoyandote En Tu Camino

## EVENTOS DE CONCIENCIA SOBRE LA SALUD MENTAL



**MAYO 2023** 

PARADISE PARADOX MAY 14, 2024 - 6:00-7:30 PM MINARET CINEMAS

Aislamiento, recursos inadecuados, abuso de sustancias y estigmas sociales. The Paradise Paradox arroja luz sobre las causas fundamentales de los problemas de salud mental que afectan a las ciudades turísticas de montaña de Estados Unidos y cómo se están uniendo para crear soluciones innovadoras que rompan el ciclo. Película presentada en inglés.

16 DE MAYO, 2024
1:00-4:00 PM
CIVIC CENTER
MONO LAKE ROOM

### **MENTAL HEALTH FIRST AID**

De la misma manera que la reanimación cardiopulmonar le ayuda a asistir a una persona que sufre un ataque cardíaco, la Introducción a los Primeros Auxilios en Salud Mental le ayuda a asistir a alguien que sufre una crisis de salud mental.

FORO LATINO - MAY 17, 2024 - 5:00-7:00 PM CIVIC CENTER - MONO LAKE ROOM

En celebración del mes de la conciencia sobre la salud mental, únase a nosotros para una presentación gratuita en español y cena. La presentación "El estigma de la salud mental en las comunidades latinas" se realizará en español por Josefina Sierra, LCSW. La Sra. Sierra tiene más de 30 años de experiencia en servicios de salud mental, familias inmigrantes con trauma generacional. Cena, comunidad, apoyo, información sobre servicios y su papel en la desestigmatización y el fortalecimiento de su propia salud JOSEF mental. Cena ofrecida por Latin Market.



GUEST SPEAKER: JOSEFINA SIERRA, LCSW

### YOGA GRATIS

WALKER SENIOR CENTER SILLA DE YOGA - MARTES Y MIÉRCOLES- 11:00AM-12:00PM
WALKER WELLNESS CENTER - JUEVES - 10:00-11:00 OR 4:00-5:00
SIERRA WELLNESS CENTER - MARTES Y JUEVES - 1:30-2:45PM
CROWLEY COMMUNITY CENTER - JUEVES 11:00-12:00 PM
CHALFANT COMMUNITY CENTER - JUEVES - 11:00 AM - 12:00 PM

Para obtener más información visite www.mono.ca.gov/wellness o llame al (760) 924-1740



## Isolation, inadequate resources, substance abuse, and social stigmas.



The Paradise Paradox film sheds light on the root causes of the mental health challenges that are plaguing America's mountain resort towns and how they're banding together to create innovative solutions that break the cycle.





Aislamiento, recursos inadecuados, abuso de sustancias y estigmas sociales.



La película Paradise Paradox arroja luz sobre las causas fundamentales de los problemas de salud mental que afectan a las ciudades turísticas de montaña de Estados Unidos y cómo se están uniendo para crear soluciones innovadoras que rompan el ciclo.

HARM REDUCTION PROJEC

Introduction to

EARN HOW TO



Just as CPR helps you assist an individual having a heart attack, intro to Mental Health First Aid helps you assist someone experiencing a mental health crisis. In the Intro to Mental Health First Aid course, you learn risk factors and warning signs for mental health, strategies for how to help someone in both crisis and non-crisis situations, and where to turn for help.



# Topics Covered Depression and mood disorders

Anxiety disorders

Trauma

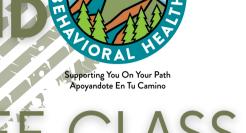
Mental Health First Aid teaches about recovery and resiliency - the belief that individuals experiencing these challenges can and do get better, and use their strengths to stay well.



## Interventions Learned

When you take a course, you learn how to apply the Mental Health First Aid action plan in a variety of situations, including when someone is experiencing:

- Panic attacks
- Suicidal thoughts or behaviors
- Nonsuicidal self-injury
- Reaction to a traumatic event



Intro to Mental Health First Aid May 16, 2024

Civic Center, Mono Lake Room 1290 Tavern Road, Mammoth Lakes 1:00 pm - 4:00 pm

> ZOOM OPTION AVAILABLE





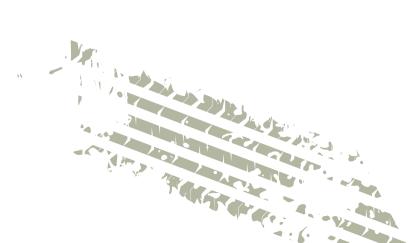
Instructor Susi Bains



(760) 924-1740



sbains@shinehelp.org



Introducción a la

CURSO GRATUITO DE PRIMEROS AUXILIOS EN SALUD MENTAL

# APRENDA A AYUDAR

¿Qué son los Primeros Auxilios en Salud Mental?

De la misma manera que la reanimación cardiopulmonar le ayuda a asistir a una persona que sufre un ataque cardíaco, la Introducción a los Primeros Auxilios en Salud Mental le ayuda a asistir a alguien que sufre una crisis de salud mental. En la introducción del curso de Primeros Auxilios de Salud Mental, se aprenden los factores de riesgo y señales de advertencia para la salud mental, las estrategias para ayudar a alguien en situaciones de crisis o sin crisis, y dónde acudir en busca de ayuda.



- Depresión y trastornos del estado de ánimo
- Trastornos de ansiedad
- Trauma

Los Primeros Auxilios de Salud Mental enseñan sobre recuperación y resiliencia - la noción de que los individuos que sufren estos problemas pueden mejorar, y de hecho lo hacen, y utilizan sus puntos fuertes para mantenerse bien.



## Intervenciones Aprendidas

Al participar en el curso, se aprenderá a aplicar el plan de acción de Primeros Auxilios en Salud Mental en diversas situaciones, por ejemplo, cuando alguien está sufriendo:

- Ataques de pánico
- Pensamientos o comportamientos suicidas
- Autolesiones no suicidas
- Reacción a un evento traumático

#### RESERVA AHORA



Instructora Susi Bains



(760) 924-1740



sbains@shinehelp.org

# gratuito

Introducción a los Primeros Auxilios en Salud Mental 14 de marzo de 2024

Civic Center, Mono Lake Room 1290 Tavern Road, Mammoth Lakes 1:00 pm - 4:00 pm

> OPCIÓN DE ZOOM DISPONIBLE

# Introduction a la CURSO GRATUITO DE PRIMEROS AUXILIOS EN SALUD MENTAL

## APRENDA A AYUDAR

¿Qué son los Primeros Auxilios en Salud Mental?

De la misma manera que la reanimación cardiopulmonar le ayuda a asistir a una persona que sufre un ataque cardíaco, la Introducción a los Primeros Auxilios en Salud Mental le ayuda a asistir a alquien que sufre una crisis de salud mental. En la introducción del curso de Primeros Auxilios de Salud Mental, se aprenden los factores de riesgo y señales de advertencia para la salud mental, las estrategias para ayudar a alguien en situaciones de crisis o sin crisis, y dónde acudir en busca de ayuda.

#### Temas cubiertos

- Depresión y trastornos del estado de ánimo - Trastornos de ansiedad
- Irastornos de

- Trauma

Los Primeros Auxilios de Salud Mental enseñan sobre
recuperación y resiliencia - la noción de que los
individuos que sufren estos problemas pueden mejorar,
y de hecho lo hacen, y utilizan sus puntos fuertes para
manteneres hien.



Al participar en el curso, se aprenderá a aplicar el plan de acción de Primeros Auxilios en Salud Mental en diversas situaciones, por ejemplo, cuando alguien está sufriendo:

- Ataques de pánico
- Pensamientos o comportamientos suicidas
- Autolesiones no suicidas
- Reacción a un evento traumático

RESERVA AHORA

Instructora Susi Bains

(760) 924-1740

sbains@shinehelp.org

Curso gratuito

Introducción a los Primeros
Auxilios en Salud Mental
14 de marzo de 2024
Civic Center, Mono Lake Room
1290 Tavern Road, Mammoth Lakes
9:00 am - 12:00 pm

OPCIÓN DE ZOOM DISPONIBLE Introduction to FREE MENTAL HEALTH FIRST LEARN HOW TO HELP

What is Mental Health First Aid?

Just as CPR helps you assist an individual having a heart attack, intro to Mental Health First Aid helps you assist someone experiencing a mental health crisis. In the Intro to Mental Health First Aid course, you learn risk factors and warning signs for mental health, strategies for how to help someone in both crisis and non-crisis situations, and where to turn for help.

Topics Covered

Depression and mood disorders

Anxiety disorders

Mental Health First Aid teaches about recovery and resiliency – the belief that individuals experiencing these challenges can and do get better, and use their strengths to stay well.

Intro to Mental Health First Aid March 14. 2024

Civic Center, Mono Lake Room 1290 Tavern Road, Mammoth Lakes 9:00 am - 12:00 pm

> ZOOM OPTION AVAILABLE



#### Interventions Learned

When you take a course, you learn how to apply the Mental Health First Aid action plan in a variety of situations, including when someone is experiencing:

- Panic attacks
- Suicidal thoughts or behaviors
- Nonsuicidal self-injury
- Reaction to a traumatic event

BOOK NOW



Instructor Susi Bains



(760) 924-1740





Introduction to

Intro to Mental Health First Aid March 14, 2024

Civic Center, Mono Lake Room 1290 Tavern Road, Mammoth Lakes 9:00 am - 12:00 pm

> ZOOM OPTION AVAILABLE

FREE MENTAL HEALTH FIRST AID

LEARN HOW TO HELP



## REGULAR AGENDA REQUEST

\_\_\_\_ Print

MEETING DATE May 14, 2024

Departments: Mono Arts Council

TIME REQUIRED 10 minutes PERSONS Kristin Reese, MAC Executive Director

**SUBJECT** Proclamation Designating May 2024

as Art Month

APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

Proclamation recognizing and celebrating May as Mono County Art Month 2024.

#### **RECOMMENDED ACTION:**

Approve proposed proclamation recognizing and celebrating May as Mono County Art Month 2024.

#### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Danielle Patrick

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

**SEND COPIES TO:** 

#### **MINUTE ORDER REQUESTED:**

TYES 🔽 NO

#### **ATTACHMENTS:**

Click to download

Proclamation

#### History

TimeWhoApproval5/8/2024 6:11 PMCounty CounselYes

5/6/2024 2:10 PM Finance Yes

5/9/2024 11:05 AM County Administrative Office Yes



#### MONO COUNTY BOARD OF SUPERVISORS PROCLAMATION RECOGNIZING & CELEBRATING MAY AS MONO COUNTY ART MONTH 2024

**WHEREAS**, Henry David Thoreau once said, "This world is but a canvas to our imagination." No matter who you are or where you live, there are many ways you can celebrate the arts; and

**WHEREAS**, collective recognition of the importance of art enables us to both understand our experiences, guide art mediums, facilitate and encourage art appreciation to promote cultivated minds, connect cultures, illuminate artistic work; and

**WHEREAS**, on any given day along the stretch of U.S. Route 395 or Route 6, you can drive past a novice to a professional photographer capturing one of the prettiest, most scenic landscapes, maybe one day becoming the next Ansel Adams, who captured *White Branches*, Mono Lake (negative c.1936, print 1968) in California' Great Beyond; and

**WHEREAS**, for centuries art has awed, amazed, and continually evolved. Art has spoken about social change, told stories of love and war, and captured an array of artistic mediums like music at the June Lake Jam Fest or melodrama theatre moments held at Memorial Hall in Bridgeport; and

**WHEREAS**, art amplifies the beauty of Mono County through watercolor, ceramics, mixed media, fine art basketry, unique gallery exhibits, and other notable abundant artwork from prehistory to the present day throughout the region's most pristine and remote backcountry meadows, rivers, and creeks; and dramatic mountain boundaries; and

**WHEREAS**, Mono County artists and visitors alike can observe the country's diverse artistic and ancient prehistoric petroglyphs consisting of geometric and abstract designs to talented people who create stunning natural sculptures at Mono Lake's shores with ink or the metal art sculptures found in Walker; and

**WHEREAS**, art is capable of expressing what we want to say better than words themselves. Art is a technique to help us express and process our hurt and outrage, as well as our joy and wonder – to understand the experiences of our neighbors better; and

**WHEREAS**, celebrating the arts gives solace, understanding, and crucial contributions. Arts amplify essential and diverse voices and messages; and

**WHEREAS**, Mono County recognizes the essential role the arts play in our economy, democracy, health, and vitality and is committed to supporting the arts community because Art is the foundation of our Republic and showcases the creativity and experiences of our society.



*NOW, THEREFORE*, we, the Board of Supervisors, proclaim May 2024 as Mono County Art Month and commend the Mono Arts Council and all to find art that inspires creativity and dialog to connect, pioneer initiatives, and illuminate artistic expression across our County.

**APPROVED AND ADOPTED** this 14<sup>th</sup> of May 2024, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1	Rhonda Duggan, Supervisor District #2
Bob Gardner, Su	pervisor District #3
John Peters, Supervisor District #4	Lynda Salcido, Supervisor District #5



## REGULAR AGENDA REQUEST

<u></u> Print

Departments:	Clerk	of the	Board
MEETING DAT	E M	1ay 14, 2	2024

TIME REQUIRED

SUBJECT Behavioral Health Advisory Board

Appointment

PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

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

#### **RECOMMENDED ACTION:**

Make the following appointment to the Mono County Behavioral Health Advisory Board: Jennifer Weaver, term expires May 14, 2027.

FISCAL IMPACT: None.
CONTACT NAME: PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  ☐ YES ☑ NO
ATTACHMENTS:
Click to download  D Application

History

TimeWhoApproval4/29/2024 2:46 PMCounty CounselYes

5/6/2024 1:00 PM Finance Yes 5/6/2024 5:19 PM County Administrative Office Yes

# MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

DATE 2/23/24		
NAME Jennifer Weaver		
	POSITION APPLIED FOR:	
	Mono County Behavioral Health Advisory Board	
RESIDENCE		
ADDRESS		
PHONE		
BUSINESS ADDRESS	PO Box 24	
	Mammoth Lakes, CA	
PHONE	760-934-0346	
OCCUPATIO	Health and Safety Manager, Mammoth Resorts	
How did you le	arn of the opening? <u>Lauren Plum, MCBH</u>	
	riefly any experience of which you feel will be helpful when you appointment: In my role as the Health and Safety Manager for	
	orts, I lead up employee outreach around mental health resources,	
	Iterra Mental Well-Being Champions group, and organize a series	
	ree events focused on community and local resource education.	
<u>or substance-ii</u>	ee events locused on community and local resource education.	
Other informat	ion may be submitted by resume if desired.	
Summary of ba	ackground and skills:	

				_
Professional experience:	Health	and Safety Mai	nager for Ma	ammoth and
June Mountain, Westin, M	MMSA owned	lodging propertie	s and Tama	rack XC ski
center. Former Paralegal	for Mono Coun	ity Counsel		
Education: Indian	na State	University,	Music	Business
Cerro Coso Community C	ollege, Paraleg	gal Certificate		
Professional and/or comm	– nunity organiza	tions: Alterra M	ental Well-R	Reing Roard
Mammoth Track Club-Boa	, ,		Cittai vven L	cing board,
	x. a 0. 5.100.010			
Personal interests and ho	bbies: <u>Skiing,</u>	running, knitting,	and baking	
Have you ever been con appointment? If you are appointment will be revoked	e appointed ar		•	• •
If you desire a personal ir the Board of Supervisor's				may contact
Please return application	to:	Clerk of the Boa	rd	
		County of Mono P. O. Box 715		
		Bridgeport, CA 9	93517	
Signature		Da	ite	



## REGULAR AGENDA REQUEST

\_\_\_\_ Print

**MEETING DATE** May 14, 2024 **Departments: Behavioral Health** 

**TIME REQUIRED SUBJECT** Updated Memorandum of

Understanding with Eastern Sierra

Continuum of Care

**PERSONS APPEARING BEFORE THE BOARD** 

#### AGENDA DESCRIPTION:

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

Minor updates to previously executed memorandum of understanding (MOU) with Eastern Sierra Continuum of Care, and Inyo County pertaining to the homeless housing, assistance, and prevention program (HHAP) grant funds.

#### RECOMMENDED ACTION:

1). Approve and authorize Chair to sign contract with Eastern Sierra Continuum of Care and Inyo County for the HHAP for the period March 26, 2024, through June 30, 2029. 2). Delegate authority to Chair to approve future minor changes or revisions that do not substantively alter the agreement or significantly change the contract amount and are approved as to form by County Counsel.

#### **FISCAL IMPACT:**

The MOU commits Mono County to an expenditure of staff time only.

**CONTACT NAME:** Amanda Greenberg

PHONE/EMAIL: 760-924-1754 / agreenberg@mono.ca.gov

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

YES NO

#### **ATTACHMENTS:**

Cl	lick to download
E	<u>Staff Report</u>
C	1 MOU

History

Time Who **Approval** 

5/8/2024 6:12 PM	County Counsel	Yes
5/8/2024 4:19 PM	Finance	Yes
5/9/2024 11:08 AM	County Administrative Office	Yes



#### MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

### **COUNTY OF MONO**

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

**TO:** Mono County Board of Supervisors

FROM: Amanda Greenberg, Mono County Behavioral Health Program Manager and

Eastern Sierra Continuum of Care Board Member

**DATE:** May 14, 2024

#### SUBJECT:

Updated Memorandum of Understanding (MOU) among Eastern Sierra Continuum of Care, the County of Inyo, and the County of Mono for the Provision of Collaborative Applicant and Lead Agency Services for Homeless Housing, Assistance, and Prevention Program (HHAP) Grant Funds

#### **DISCUSSION:**

The Eastern Sierra Continuum of Care (ESCoC) is a governing body organized to carry out the responsibilities required in planning and implementing Housing and Urban Development (HUD) funded efforts to end homelessness in Inyo, Mono, and Alpine counties. In 2023, the Inyo County Department of Health and Human Services (HHS) was designated as the Collaborative Applicant on behalf of the Eastern Sierra Continuum of Care (ESCoC).

Per the California Interagency Council on Homelessness, the original MOU, which was approved by the Mono County Board of Supervisors on 3/19/24, did not contain all required elements for the grant application. The updated MOU contains all required elements, including particular information from the Regionally Coordinated Homelessness Action Plan.

#### SUBMITTED BY:

Amanda Greenberg, Program Manager, Contact: 760.924.1740

# MEMORANDUM OF UNDERSTANDING BETWEEN

# EASTERN SIERRA CONTINUUM OF CARE, AND THE COUNTY OF INYO, AND THE COUNTY OF MONO

FOR THE PROVISION OF COLLABORATIVE APPLICANT AND LEAD AGENCY FOR THE HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM (HHAP) GRANT FUNDS

This Memorandum of Understanding (MOU) is made and entered into by and between the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "Inyo", the County of Mono, a political subdivision of the State of California, hereinafter referred to as "Mono", and the Eastern Sierra Continuum of Care, Continuum of Care CA-530 hereinafter referred to as "CoC" or "ESCoC", individually, "Party" and/or collectively "Parties", for the designation of Collaborative Applicant and Lead Agency positions for Homeless Housing, Assistance and Prevention Program (HHAP) grant funding, and commitment to uphold, participate in, and comply with actions, roles, and responsibilities of each collaborative applicant in the region as described in the HHAP Regionally Coordinated Homeless Action Plan, "Homeless Action Plan."

#### I. Purpose and Background

The purpose of this MOU is to confirm agreements between the Counties and the CoC related to the positions of Collaborative Applicant and Lead Agency for HHAP grant funding and commit to uphold, participate in, and comply with the actions, roles, and responsibilities for implementation of the Homeless Action Plan.

The HHAP Program funding, made available from California's Interagency Council on Homelessness ("Cal ICH") within California's Business, Consumer Services and Housing Agency is intended to support local jurisdictions in their unified regional response to reduce and end homelessness; and

The ESCoC to assume the role of Collaborative Applicant and Lead Agency for the purpose of application submission, with administrative and fiscal tasks delegated to Inyo.

Collaborative Applicant is defined to mean an eligible applicant that has been designated by the Parties to apply for HHAP grant funding on behalf of the Parties.

The Lead Agency is defined to mean the Party who shall take all required steps to comply with the terms of the HHAP grants.

#### II. Duration

Except as provided in Section V (Termination), the duration of this MOU shall be from

March 26, 2024 through June 30, 2029.

By execution of this MOU, the Parties agree that the responsibilities and agreements outlined in this MOU shall be effective March 26, 2024, and related activities conducted prior to the execution of the agreement shall be in compliance with all language stated in this original MOU.

### III. Specific Responsibilities of the Parties

### a. Joint Counties and CoC/ESCoC

- Commitments to uphold, participate in, and comply with actions, roles, and responsibilities of each collaborative applicant as described in the HHAP Regionally Coordinated Homeless Action Plan, "Homeless Action Plan".
  - Commitments to the roles and responsibilities as they pertain to outreach and site coordination, siting and use of available public land, the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the region; section 2.1 of the Homeless Action Plan (see appendix).
  - 2. Commitments to Key Actions to improve the system performance measures; section 2.2 of the Homeless Action Plan(see appendix).
  - 3. Commitments to Key Actions to ensure racial and gender equity in service delivery, housing placements, housing retention, and any other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness; section 2.3 of the Homeless Action Plan (see appendix).
  - 4. Commitments to actions to reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, and any other institutions such as foster care, behavioral health facilities, etc. as applicable in the region; section 2.4 of the Homeless Action Plan (see appendix).
  - 5. Commitments to roles for the utilization of local, state, and federal funding programs to end homelessness; section 2.5 of the Homeless Action Plan(see appendix).
  - 6. Commitments to the roles and responsibilities to connect individuals to wrap-around services from all eligible federal, state, and local benefit programs; section 2.6 of the Homeless Action Plan(see appendix).

### b. ESCoC/CoC

- i. Serve as the collaborative applicant to jointly submit a single application for HHAP funds on behalf of the Counties and the CoC.
- ii. Designate Inyo as fiscal and administrative entity for HHAP grants.
- iii. Coordinate with Counties to develop a collaborative process for the development of joint HHAP request for proposals (RFP) and ensure compliance with grant criteria.
- iv. Include Alpine County in the coordination of funding.
- v. Participate in continuous quality improvement meetings with Counties to review performance metrics towards Homeless Action Plan goals and metrics.
- vi. Facilitate meetings as a function of the CoC with the Counties and contractors, to discuss contracts and projects and their relevance to the Homeless Action Plan.

### c. Inyo County

- i. As fiscal and administrative entity, Inyo shall:
  - 1. Receive grant funds directly from the administering state agency.
  - Coordinate with Mono and CoC to develop a collaborative process for the development of joint HHAP request for proposals (RFP) and ensure compliance with grant criteria Build strategic partnerships and cultivate new service partnerships within the community.
  - 3. Include Alpine County in the coordination of funding.
  - 4. Review and adhere to state guidance related to data reporting requirements and processes published by the administering state agency for HHAP funds, including:
    - HHAP Annual report guide
    - HHAP Annual report checklist
    - HHAP NOFAs
    - Health and Safety Code Section 50222, subdivision (a)
    - Coding HCFC Grants as funding Sources in HMIS
  - 5. Enter into formal contracts with providers for projects that are in alignment with the Homeless Action Plan goals and HHAP metrics and conduct all contract administration with providers.
  - 6. Work with providers to establish data collection and reporting measures as required by HHAP.
  - 7. Measure and monitor performance of CoC funded projects as related to the Homeless Action Plan goals and performance

metrics. This includes developing strategic goals to end homelessness, collecting and disseminating data to measure performance toward those goals, and continuously evaluating and improving performance.

### d. Mono County

- Coordinate with Inyo and CoC to develop a collaborative process for the development of joint HHAP request for proposals (RFP) and ensure compliance with grant criteria.
- 2. Build strategic partnerships and cultivate new service partnerships within the community.
- 3. Include Alpine County in the coordination of funding.

### IV. <u>Amendments</u>

This MOU may be amended upon mutual agreement of both Counties and CoC. Unsubstantial amendments do not need additional County Counsel approval. Any additional responsibilities delegated to the Lead Agency shall be consistent with the CoC Governance Charter.

### V. <u>Termination</u>

Either party may terminate this MOU at a date prior to the renewal date specified in this MOU by giving 60 days written notice to the other parties. If the funds relied upon to undertake activities described in this MOU are withdrawn or reduced, or if additional conditions are placed on such funding, any party may terminate this MOU within 30 days by providing written notice to the other parties. The termination shall be effective on the date specified in the notice of termination.

### VI. Notice

Either party may provide notice to the other party in writing at the following addresses:

### **Inyo County**

Attention: Anna Scott

Director, Inyo County Health and Human Services 1360 N. Main St., Ste 201 Bishop, CA 93514 HHS-Admin@inyocounty.us

#### Mono County

Attention: Amanda Greenberg

Mono County Behavioral Health Department 1290 Tavern Road P.O. Box 2610 Mammoth Lakes, CA 93546 agreenberg@mono.ca.gov

### **Eastern Sierra Continuum of Care**

Attention: Anna Scott

Director, Inyo County Health and Human Services 1360 N. Main St., Ste 201 Bishop, CA 93514 HHS-Admin@inyocounty.us

This MOU is agreed and executed by the Parties as indicated below: **Inyo County** Signature:\_\_\_\_ Name/Title: APPROVED AS TO FORM: Signature:\_\_\_\_ Name/Title: **Mono County** Signature:\_\_\_\_ Name/Title:\_\_\_\_\_ APPROVED AS TO FORM: Signature:\_\_\_\_\_ Name/Title:\_\_\_\_\_ APPROVED BY MONO COUNTY RISK MANAGEMENT: Signature:\_\_\_\_ Name/Title:\_\_\_\_\_

CoC	
Signature:	
Name/Title:	

### APPENDIX

### Participating Jurisdictions' Roles and Responsibilities

Steps to complete this section:

- 1. Identify and describe the specific roles and responsibilities of **each participating Eligible Applicant** in the region regarding:
  - Outreach and site coordination;
  - Siting and use of available land;
  - Development of interim and permanent housing options; and
  - Coordination and connection to the delivery of services for individuals experiencing or at risk of experiencing homelessness within the region.
- 2. Describe and explain how all Participating Jurisdictions are coordinating in each area.

<u>Optional:</u> You may also include roles and responsibilities of small jurisdictions in the region that elect to engage and collaborate on the plan.

#### Guidance:

Each Eligible Applicant must identify and describe their role in the region for each table.

To add additional jurisdictions, click "Add a Participating Jurisdiction" near the bottom of each table.

### **Outreach & Site Coordination**

Participating Jurisdictions	Roles & Responsibilities
Inyo County	Coordinate with Mono County, Alpine County, and CoC to evaluate Coordinated Entry and support street outreach services
Mono County	Coordinate with Inyo County, Alpine County, and CoC to evaluate Coordinated Entry and support street outreach services
CA-530	Coordinate with Mono County, Alpine County, and Inyo County to evaluate Coordinated Entry and support street outreach services, strengthen data quality measures in HMIS and increase participation

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to ensure comprehensive outreach and site coordination to individuals experiencing and at-risk of experiencing homelessness in the region.

#### **Regional Coordination Narrative - Outreach & Site Coordination**

CA-530 is a CoC that spans 3 rural counties, and close collaboration among the counties is crucial to the success of homeless service programs. All counties will coordinate closely to ensure outreach reaches 100% of the CoC. Additionally, the CoC is currently revising the Coordinated Entry policy and procedure manual to ensure barriers to access the system are lessened. Furthermore, the CoC will work with

homeless service providers to increase utilization of HMIS.

### **Land Use & Development**

Participating Jurisdictions	Roles & Responsibilities
Inyo County	Coordinate with Mono County, Alpine County, CoC and Eastern Sierra Community Housing to identify potential parcels of land for development
Mono County	Coordinate with Inyo County, Alpine County, CoC and Eastern Sierra Community Housing to identify potential parcels of land for development
CA-530	Coordinate with Mono County, Alpine County, Inyo County and Eastern Sierra Community Housing to identify potential parcels of land for development

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to use and develop available land to address and end homelessness in the region.

### **Regional Coordination Narrative - Land Use & Development**

With this CoC set within the Sierra Nevada Mountain range, land appropriate for housing is difficult to identify. However, the Counties and the CoC have assisted Eastern Sierra Community Housing in identifying land for the development of permanent housing using Project Homekey funds. The jurisdictions and the CoC will continue to work with housing developers in identifying potential parcels of land for affordable housing.

### **Development of Interim and Permanent Housing Options**

Participating Jurisdictions	Roles & Responsibilities
Inyo County	Coordinate with Mono County, Alpine County, and the CoC in identifying funding for the development of permanent housing
Mono County	Coordinate with Inyo County, Alpine County, and the CoC in identifying funding for the development of permanent housing
CA-530	Coordinate with Mono County, Alpine County, and Inyo County in identifying funding for the development of permanent housing

Given the individual roles and responsibilities identified above, describe and explain how all participating jurisdictions are or will begin to coordinate these efforts to develop adequate interim and permanent housing options to address and end homelessness in the region.

#### Regional Coordination Narrative - Shelter, Interim, and PH Options

Funding for affordable housing within this region is scarce. However, the close collaboration amongst the counties and the CoC has helped in the recent development of a number of affordable housing units through Eastern Sierra Community Housing. Additionally, Mono County is in the planning process of adding additional transitional housing beds. Alpine, Inyo and Mono Counties do not have any year-round emergency shelter programs, only utilizing hotel/motel vouchers. With limited funding available, the

Counties and the CoC are investing in RRH to permanently house individuals, as well as homeless prevention to keep at-risk individuals and families permanently housed.

### Coordination of & Connection to Service Delivery

Participating Jurisdictions	Roles & Responsibilities
Inyo County	Coordinate with Mono County, Alpine County, and the CoC in evaluating the coordinated entry system and improving HMIS access
Mono County	Coordinate with Inyo County, Alpine County, and the CoC in evaluating the coordinated entry system and improving HMIS access
CA-530	Coordinate with Mono County, Alpine County, and Inyo County in evaluating the coordinated entry system and improving HMIS access

Given the individual roles and responsibilities identified above, describe how all participating jurisdictions are or will begin to coordinate to provide the full array of services, shelter, and permanent housing solutions to people experiencing and at-risk of experiencing homelessness in the region.

### Regional Coordination Narrative - Coordination & Connection to Service Delivery

Currently, the CoC utilizes a "No Wrong Door" approach for the Coordinated Entry System. The CoC and the Counties are currently revising the coordinated entry policies and procedures to help remove any barriers to services within the region. Additionally, the CoC is reviewing the HMIS policies and procedures to ensure all homeless services providers are able to begin entering data into HMIS. As agencies begin entering into HMIS, the CoC will be able to begin analyzing the number of service referrals.

### **System Performance Measures & Improvement Plan**

Steps to complete this section:

- 1. Identify the most recent system performance measures for the region.
- 2. Describe the key action(s) the region intends to take to improve each system performance measure.

#### Guidance:

Cal ICH shall provide each region with system performance measures by CoC, with the exception of the LA region, which will receive data from all four CoCs within LA County. Applicants must enter that data in the corresponding measures fields in the application. Applicants should not adjust the data provided even if the geographic region of the data does not perfectly align with the participating applicant geography of this application.

The application must include **at least one** key action for **each** system performance measure. All columns

must be filled out for each action.

For "Funding Type" select one of the options. If you select the blank field, you may type in a unique funding source type.

To add additional actions or racial equity measures, click the appropriate "Add" buttons near the bottom of each table.

Note: While Cal ICH expects most of the disparities listed to be based on race or ethnicity, applicants may identify other populations that are also overrepresented among people experiencing homelessness in the region.

#### Definitions:

- Key Actions may include a brief description of a strategic initiative or step identified to address or
  improve the specific system performance measure. This can be a policy, program, partnership,
  target measure, or any other approach which reflects an improvement and delivers positive impact.
  Provide a clear description of the action and its intended outcome.
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.
- Collaborating Entity/ies may include a group, organization, or jurisdiction within your region working to address or improve the system performance measure. This can be another participating jurisdiction, a system partner, or any organization actively participating in the key action.
- Timeframe should include a target date for completion of the key action.
- Success Measurement Methods may include a systematic approach or tool used to assess the
  effectiveness and impact of the key action on the system performance measure. This can be
  quantitative measures, qualitative feedback, or any combination that provides insight into the
  progress and outcomes pertaining to the key action. Provide a clear description of how you plan to
  track and report on the success of your key action.

## SPM 1a: Number of people accessing services who are experiencing homelessness.

**SPM 1a** 174

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	CA-530, Mono	6/30/2026	Increased number of

				County, Alpine County		HMIS licensed agencies and homeless services programs
Monitor HMIS data quality to ensure accuracy and provide additional trainings	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Decreased number of data quality flags
Improve Coordinated Entry Process	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2025	Increase in number of people accessing Coordinated Entry

## SPM 7.1a: Racial and ethnic disparities among those accessing services who are experiencing homelessness.

Racial/Ethnic Group	Measure
American Indian/Alaska Native	43
White AND Hispanic/Latino	46

	- <del>-</del>					
Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method
Provide HMIS trainings on the purpose of collecting racial/ethnic data	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2025	Decreased amount of "data not collected/missin g"
Increase HMIS utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs

Provide service materials in multiple languages	HHAP 3-5	State	Inyo and Mono Counties	CA-530, Alpine County	6/30/2025	Increased number of underrepresent ed groups accessing homeless services
Increase coordination with the ten federally recognized Native American Tribes	HHAP 3-5	State	CA-530	Mono County, Alpine County, Inyo County	6/30/2025	increased number of Native American/Alask a Native households accessing supportive services; qualitative data from CoC attendance

## SPM 1b: Number of people experiencing unsheltered homelessness on a single night (unsheltered PIT count)

SPM 1b

74

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data
Invest in RRH services	HHAP 3-5	State	CA-530	Alpine County, Inyo County, Mono County	6/30/2026	Decrease number of unsheltered households, increase number of permanently

						housed
Increase number of hotel/motel vouchers	HHAP 3-4	State	Inyo and Mono Counties	CA-530, Alpine County	6/30/2026	Decrease number of unsheltered households, increase number of those in emergency shelter as reported in the PIT
Alpine County participation in PIT	HHAP 3-5	State	CA-530	Mono County, Alpine County	1/31/2026	More accurate data within the CoC on unsheltered/she ltered households as reported on the PIT

## SPM 7.1b: Racial and ethnic disparities among those experiencing unsheltered homelessness on a single night

Racial/Ethnic Group	Measure
Hispanic/Latino	16
American Indian/Alaska Native	11
16 A 41 B14	

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method
Increase coordination with the ten federally recognized Native American Tribes	HHAP 3-5	State	CA-530	Mono County, Alpine County, Inyo County	6/30/2026	Increased number of Native American/Alask a Native households accessing supportive services and emergency shelter or RRH
Provide	HHAP 3-5	State	Inyo and	CA-530,	6/30/2026	Increased

outreach and service material in multiple languages			Mono Counties	Alpine County		number of underrepresent ed groups accessing homeless services and emergency shelter or RRH
Alpine County participation in PIT	HHAP 3-5	State	CA-530	Mono County, Alpine County	1/31/2026	More accurate data within the CoC on unsheltered/she Itered households as reported on the PIT

## SPM 2: Number of people accessing services who are experiencing homelessness for the first time.

SPM 2

113

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs
Monitor HMIS data quality to ensure accuracy and provide additional trainings	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Decreased number of data quality flags
Improve Coordinated Entry Process	HHAP 3-5	State	CA-530	Inyo County, Mono County,	6/30/2026	Increase in number of people accessing

				Alpine County		Coordinated Entry
Invest in Homeless Prevention Activities	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2026	Decrease in number of people entering homelessness for the first time (HMIS)

# SPM 7.2: Racial and ethnic disparities in the number of people accessing services who are experiencing homelessness for the first time

Measure

Racial/Ethnic Group

Racial/Etillic G	Toup					- Weasure		
American Indian/Alaska Native								
White AND Hispanic/Latino 3								
Key Action	s PM 1							
Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method		
Provide HMIS trainings on the purpose of collecting racial/ethnic data	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Decreased amount of "data not collected/missin g"		
Increase HMIS utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data		
Provide service materials in multiple languages	HHAP 3-5	State	Inyo and Mono Counties	CA-530, Alpine County	6/30/2026	Increased number of underrepresent ed groups accessing homeless services		

Increase coordination with the ten federally recognized Native American Tribes	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2026	increased number of Native American/Alask a Native households accessing supportive services; qualitative data from CoC attendance
Invest in Homeless Prevention Activities	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2026	Decrease in number of people entering homelessness for the first time (HMIS)

## **SPM 3: Number of people exiting homelessness into permanent housing.**

**SPM 3** 63

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method
Invest in RRH	HHAP 3-5	State	CA-530	Inyo County; Mono County; Alpine County	6/30/2026	Increased number of individuals exiting to permanent housing (HMIS)
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs
Monitor HMIS data quality to	HHAP 3-5	State	Inyo County	Mono County,	6/30/2026	Decreased number of data

ensure	CA-530,	quality flags
accuracy and	Alpine	
provide additional trainings	County	

## SPM 7.3: Racial and ethnic disparities in the number of people exiting homelessness into permanent housing.

Racial/Ethnic G	roup					Measure
Hispanic/Latino						23
American Indian	/Alaska Native					13
<b>Key Actior</b>	ns PM 1					
Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method
Invest in RRH	HHAP 3-5	State	CA-530	Inyo County; Mono County; Alpine County	6/30/2026	Increased number of individuals exiting to permanent housing (HMIS)
Provide HMIS trainings on the purpose of collecting racial/ethnic data	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Decreased amount of "data not collected/missin g"
Increase HMIS utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data
Provide service materials in multiple languages	HHAP 3-5	State	Inyo and Mono Counties	CA-530, Alpine County	6/30/2026	Increased number of underrepresent ed groups accessing

homeless

services

## SPM 4: Average length of time that people experienced homelessness while accessing services

**SPM 4** 126

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs
Monitor HMIS data quality to ensure accuracy and provide additional trainings	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Decreased number of data quality flags
Invest in RRH	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2026	Increased number of individuals exiting to permanent housing (HMIS)

SPM 7.4: Racial and ethnic disparities in the average length of time that people experienced homelessness while accessing services.

Daniel/Ethania O						
Racial/Ethnic G	-					Measure
American Indian	/Alaska Native					138
<b>Key Action</b>	s PM 1					
Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method
Provide HMIS trainings on the purpose of collecting racial/ethnic data	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Decreased amount of "data not collected/missin g"
Increase HMIS utilization	HHAP 3-5	State	Inyo County	Mono County, CA-530, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data
Increase coordination with the ten federally recognized Native American Tribes Inyo County	HHAP 3-5	State	CA-530	Mono County, Alpine County, Inyo County	6/30/2026	Increased number of Native American/Alask a Native households accessing supportive services and more accurate LOT homeless

# SPM 5: Percent of people who return to homelessness within 6 months of exiting homelessness response system to permanent housing.

**SPM 5** 0.00%

### **Key Actions PM 1**

Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method
Invest in RRH	HHAP 3-5	State	CA-530	Inyo County, Mono County, Alpine County	6/30/2026	Increased number of individuals exiting to permanent housing (HMIS)
Monitor HMIS data quality to ensure accuracy and provide additional trainings	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Decreased number of data quality flags and exit destination missing
Increase HMIS Utilization	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data

# SPM 7.5: Racial and ethnic disparities in the percent of people who return to homelessness within 6 months of exiting homelessness response system to permanent housing.

Racial/Ethnic Group				Meas	sure	
Hispanic/Latino				0.00%		
American Indian/Alaska Native				0.00%		
Key Actions PM 1						
Key Action	Funding Source(s) the region intends to use to	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method

achieve the action

Invest in RRH HHAP 3-5 State CA-530 Inyo County, Mono County, Alpine county CA-530, Alpine County CA-530, Alpine County County County County County County County CA-530, Alpine County County County County County County County CA-530, Alpine County County County County County County County CA-530, Alpine County County County County County County County CA-530, Alpine County County County County County County County CA-530, Alpine County County County County County County County CA-530, Alpine County County County County County County County CA-530, Alpine County Coun							
trainings on the purpose of collecting racial/ethnic data  Increase HMIS HHAP 3-5  utilization  Increase HMAP 3-5  Invo County Mono County, CA-530, Alpine County CA-530, Alpine County Mono HMIS licensed agencies and homeless services programs collecting data  Provide service materials in multiple languages  Increase HHAP 3-5  Invo County Mono County, CA-530, Alpine County Mono Alpine County Mono Alpine County Mono Alpine County Mono County Mono Alpine County Mono Alpine County Mono Alpine County Mono County Mono County Mono Native American Mono County, Alpine County Mono County, Alpine County Mono Alpine Native American Tribes  Increase Coordination Mono County, Alpine County Mono Alpine Native American Mono County, Alpine County Mono Alpine Native American Tribes  Increase exits to permanent	Invest in RRH	HHAP 3-5	State	CA-530	County, Mono County, Alpine	6/30/2026	number of individuals exiting to permanent
utilization  Local County, CA-530, Alpine County  Provide service materials in multiple languages  Local County  Local County  State  Local County  Local Co	trainings on the purpose of collecting racial/ethnic	HHAP 3-5	State	Inyo County	County, CA-530, Alpine	6/30/2026	amount of "data not collected/missin
materials in multiple languages		HHAP 3-5	State	Inyo County	County, CA-530, Alpine	6/30/2026	number of HMIS licensed agencies and homeless services programs
coordinationCounty, Mononumber of NativefederallyCounty, American/Alaskrecognized NativeAlpine County Monoa Native householdsAmerican TribesMono County, CA-530, Alpine Countyservices; increase exits to County	materials in multiple	HHAP 3-5	State	Mono	Alpine	6/30/2026	number of underrepresent ed groups RRH
	coordination with the ten federally recognized Native American	HHAP 3-5	State	CA-530	County, Mono County, Alpine County Mono County, CA-530, Alpine	6/30/2026	number of Native American/Alask a Native households accessing supportive services; increase exits to permanent

## **SPM 6: Number of people with successful placements from street outreach projects.**

SPM 6

n

Key Action	Funding	Funding	Lead	Collaborati	Target	Success
	Source(s) the	Type	Entity	ng	Date for	Measurement

	region intends to use to achieve the action			Entity/ies	Completio n	Method
Increase HMIS Utilization - there are no street outreach projects currently entering into HMIS	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data

## SPM 7.6: Racial and ethnic disparities in the number of people with successful placements from street outreach projects.

Racial/Ethnic Group	Measure
American Indian/Alaska Native	0
Hispanic Latino	0
Key Actions PM 1	

rtoy Action	.0					
Key Action	Funding Source(s) the region intends to use to achieve the action	Funding Type	Lead Entity	Collaborati ng Entity/ies	Target Date for Completio n	Success Measurement Method
Increase HMIS Utilization - there are no street outreach projects currently entering into HMIS	HHAP 3-5	State	Inyo County	CA-530, Mono County, Alpine County	6/30/2026	Increased number of HMIS licensed agencies and homeless services programs collecting data
Increase coordination with the ten federally recognized Native American Tribes	HHAP 3-5	State	CA-530	Mono County, Alpine County, Inyo County	6/30/2026	Tribal outreach staff data being entered into HMIS

### **Equity Improvement Plan**

Steps to Complete this Section:

- 1. Identify and describe the key actions the region will take to ensure racial and gender equity in:
  - Service delivery;
  - Housing placements;
  - o Housing retention; and
  - Identify any changes to procurement or other means to affirm equitable access to housing and services for groups overrepresented among residents experiencing homelessness.
- 2. Identify if place-based encampment resolution is occurring in the region and if so, the CoC must describe and provide evidence of collaboration with the cities or counties providing encampment resolution services that addresses how people served through encampment resolution have or will be prioritized for permanent housing within the Coordinated Entry System.

<u>Optional:</u> upload any evidence the region would like to provide regarding collaboration and/or prioritization as it relates to question 2.

#### Guidance:

Of the four tables below, the first three must include at a minimum one key action to address racial equity and one key action to address gender equity. The fourth and final table must include at least one key action.

To add additional actions, click "Add an Action" at the bottom of the table.

#### Definitions:

- Key Actions may include a brief description of a strategic initiative or step identified to address or improve the inequity. This can be a policy, program, partnership, target metric, or any other approach which reflects an improvement and delivers positive impact. Provide a clear description of the action and its intended outcome.
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.
- Collaborating Entity/ies may include a group, organization, or jurisdiction within your region
  working to address or improve the inequity. This can be another participating jurisdiction, a system
  partner, or any organization actively participating in the key action.

## **Key Actions the Region Will Take to Ensure Racial and Gender Equity in Service Delivery**

Key Action	Lead Entity	Collaborating Entity/ies
Provide outreach/educational materials in multiple languages	Inyo County, Mono County	CA-530; Alpine County; homeless services

		providers
Evaluate Coordinated Entry System to ensure there are no undue barriers to services	CA-530	Inyo County, Mono County, Alpine County, homeless services providers
Improve HMIS Data Quality	Inyo County	CA-530; Mono County; Alpine County; homeless services providers
Conduct cultural competency trainings	CA-530	Inyo County, Mono County, Alpine County, homeless services providers

## **Key Actions the Region Will Take to Ensure Racial and Gender Equity in Housing Placements**

Key Action	Lead Entity	Collaborating Entity/ies
Conduct cultural competency trainings	CA-530	Inyo County, Mono County, Alpine County, homeless services providers
Improve HMIS Data Quality	Inyo County	CA-530; Mono County; Alpine County; homeless services providers
Provide eligibility materials in multiple languages	Inyo County, Mono County	CA-530; Alpine County; homeless services providers

## **Key Actions the Region Will Take to Ensure Racial and Gender Equity in Housing Retention**

Key Action	Lead Entity	Collaborating Entity/ies
Conduct cultural competency trainings	CA-530	Inyo County, Mono County, Alpine County, homeless services providers
Invest in post-housing case management	CA-530	Inyo County, Mono County, Alpine County, homeless services providers
Provide anonymous opportunities for feedback	CA-530	Inyo County, Mono County, Alpine County, homeless services

		providers
Engage with minority-serving and tribal organizations to receive input on ways outreach and housing opportunities can be more equitable	CA-530	Inyo County, Mono County, Alpine County, homeless services providers
Improve HMIS Data Quality	Inyo County	CA-530; Mono County; Alpine County; homeless services providers
Provide service material(s) in multiple languages	Inyo County, Mono County	CA-530; Alpine County; homeless services providers

### Key Actions the Region Will Take to Change Procurement or Other Means to Affirm Equitable Access to Housing and Services for Overrepresented Groups Among People Experiencing Homelessness in the Region

Key Action	Lead Entity	Collaborating Entity/ies	
Revise the current contracting process to include information on racial and gender equity as well as HMIS project requirements	Inyo County	CA-530; Mono County; Alpine County; homeless services providers	
Provide additional outreach to minority-serving and tribal organizations that have not previously received funding for homeless services	CA-530	Inyo County, Mono County, Alpine County, homeless services providers	
Is place-based encampment resolution occuring within the region? No			

## Plan to Reduce the Number of People Experiencing Homelessness Upon Exiting an Institutional Setting

Optional Upload: Evidence of Collaboration and/or Prioritization

Steps to Complete this Section:

- 1. Identify and describe the key actions **each participating Eligible Applicant** will take to reduce the number of people falling into homelessness as they exit institutional settings including:
  - o Jails
  - o Prisons

- o Hospitals:
- Other Institutional Settings (such as foster care, behavioral health facilities, etc. as applicable in the region)

#### Guidance:

At a minimum, if an institutional setting is present in an Eligible Applicant's jurisdiction, the Eligible Applicant must identify their role.

To add additional actions, click "Add an Action" at the bottom of the table.

If an institution is not present in a jurisdiction, type N/A.

#### Definitions:

- Key Actions may include a brief description of a strategic initiative or step identified to address or improve the specific performance measure. This can be a policy, program, partnership, target measure, or any other approach which reflects an improvement and delivers positive impact. Provide a clear description of the action and its intended outcome.
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the key action.
- Collaborating Entity may include a group, organization, or jurisdiction within your region working to address or improve the performance measure. This can be another participating jurisdiction, a system partner, or any organization actively participating in the key action.

## **Key Actions to Reduce the Number of People Experiencing Homelessness Upon Exiting a Jail**

Key Action	Lead Entity	Collaborating Entity/ies
Coordinate with local jails on discharge planning for inmates exiting the local jail(s), which may include access to hotel/motel vouchers, transitional housing (as appropriate), rapid rehousing and diversion assistance	Inyo County, Mono County	CA-530; Alpine County; local homeless services providers

## **Key Actions to Reduce the Number of People Experiencing Homelessness Upon Exiting a Prison**

Key Action	Lead Entity	Collaborating Entity/ies
N/A	N/A	N/A

## **Key Actions to Reduce the Number of People Experiencing Homelessness Upon Exiting a Hospital**

Key Action	Lead Entity	Collaborating Entity/ies
Coordination with managed care plans and local for post-discharge planning	Inyo County, Mono County	CA-530; Alpine County; local homeless services providers; Southern Inyo Hospital, Northern Inyo Hospital; Mammoth Hospital; Carson Valley Medical Center

### Key Actions to Reduce the Number of People Experiencing Homelessness Upon Exiting Other Institutional Settings (such as foster care, behavioral health facilities, etc. as applicable in the region)

Institutional Setting	Key Action	Lead Entity	Collaborating Entity/ies
Behavioral Health	Close collaboration with behavioral health agencies to help individuals enter into transitional housing or other appropriate housing upon discharge	Mono County	Inyo County, Alpine County, CA-530; local homeless services providers

## Plan to Connect People Experiencing Homelessness to All Eligible Benefit Programs

Steps to Complete this Section:

- 1. Explain how the region is connecting, or will connect, individuals to wrap-around services from all eligible federal, state, and local benefit programs, including, but not limited to, housing and homelessness services and supports that are integrated with the broader social services systems and supports. Benefit Programs include, but are not limited to:
  - CalWORKs
  - CalFresh
  - Supplemental Security Income/State Supplemental Program (SSI/SSP) and disability benefits advocacy;
  - o In-home supportive services;
  - Adult protective services;
  - Child welfare;
  - o Child care; and
  - o Medi-Cal benefits through Managed Care Plans

#### Guidance:

**All** of the above benefit programs **must** be included and fully explained in the table. In addition to these benefit programs, participating eligible applicants should add other benefit programs that provide wraparound services in the region.

To add additional benefit programs, click "Add Benefit Program" at the bottom of the table. If you select the blank field and you may type in the name of the benefit program.

#### Definitions:

- Connection Strategy/ies means methods and actions that support client access and/or
  enrollment in eligible benefit programs. This may be a method or action that supports
  connection between a benefit program and clients, between benefits programs, and/or between
  benefits programs and the homeless services system, so long as the method or action supports
  client access and/or enrollment in the eligible benefit program.
- **Lead Entity** should include the name of the regional Eligible Applicant responsible for managing the benefit program.
- Collaborating Entity may include a group, organization, or jurisdiction within your region working to provide the benefit. This can be another participating jurisdiction, a system partner, or any organization actively participating in providing the benefit.

## **Benefit Programs**

Benefit Program	Connection Strategy/ies	Lead Entity	Collaborating Entity/ies
CalWORKs	Homeless service providers are able to directly refer clients to apply for assistance through Health and Human Services and Department of Social Services within Alpine, Inyo and Mono Counties. The Housing Support Program provides families with wraparound services including rental subsidies.	Inyo County, Mono County	CA-530; Alpine County; homeless services providers
CalFresh	Homeless service providers are able to directly refer clients to apply for assistance through Health and Human Services and Department of Social Services within Alpine, Inyo and Mono Counties.	Inyo County, Mono County	CA-530; Alpine County; homeless services providers
Supplemental Security Income/State Supplemental Program (SSI/SSP) and disability benefits advocacy	Homeless service providers are able to directly refer clients to Health and Human Services and Department of Social Services within Alpine, Inyo and Mono Counties. Staff help determine eligibility and apply for benefits. Inyo-Mono Association for the Handicapped also provide assistance to clients with developmental disabilities	Inyo County, Mono County	CA-530; Alpine County; Inyo-Mono Association for the Handicapped; homeless services providers

In-home supportive services	Health and Human Services and Adult Services within all three counties provide in home supportive services for eligible individuals. Homeless service providers are able to make direct referrals to the appropriate county agency.	Inyo County, Mono County	CA-530; Alpine County; homeless services providers
Adult protective services	Homeless service providers are able to directly refer clients to Health and Human Services and Department of Social Services within Alpine, Inyo and Mono Counties. Staff help determine eligibility and provide appropriate assistance. Additionally, individuals may call the 24-hour hotline to report suspected adult abuse	Inyo County, Mono County	CA-530; Alpine County; homeless services providers
Child Welfare	Homeless service providers are able to directly refer clients to Health and Human Services and Department of Social Services within Alpine, Inyo and Mono Counties.for assistance with child welfare. Individuals can call the 24-hour hotline to report child abuse. The counties have family preservation and family maintenance programs that are provided to help children remain in the home. Households may also be referred to the Wild Iris Counseling and Crisis Center, the region's victim services provider.	Inyo County, Mono County	CA-530; Alpine County; Wild Iris Counseling and Crisis Center; homeless services providers

Child care	Homeless service providers are able to refer clients to the counties' offices of education to provide guidance on eligibility for child care programs. Additionally, families eligible through CalWorks are also eligible for childcare assistance for children through the age of 12.	Inyo County, Mono County	CA-530; Alpine County; Wild Iris Counseling and Crisis Center; homeless services providers
Medi-Cal benefits through Managed Care Plans	County staff work with Anthem Blue Cross, Centene, Elevance Health and California Health and Wellness to connect to appropriate Medi-Cal benefits	Inyo County, Mono County	CA-530; Alpine County; Anthem Blue Cross; California Health and Wellness; Centene, Elevance Health



### REGULAR AGENDA REQUEST

■ Print

MEETING DATE May 14, 2024

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Budget Adjustment for Mono County

Behavioral Health Vehicle Purchase

BEFORI

PERSONS APPEARING BEFORE THE

#### AGENDA DESCRIPTION:

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

A budget adjustment is needed to allow for the purchase of a new vehicle for needed services in the Behavioral Health Wraparound program. The increase in appropriations in budget unit 841 and 650 is covered by Mental Health Services Act (MHSA) fund balance.

### **RECOMMENDED ACTION:**

Approve budget adjustment for FY 2023-24 as requested or amended, (4/5 vote required).

### **FISCAL IMPACT:**

An increase to operating transfers out in the amount of \$75,000 to be offset with Mental Health Services Act fund balance for use to purchase a new vehicle in Fund 650 Fleet for participants of the Wraparound program.

**CONTACT NAME:** Jessica Workman

PHONE/EMAIL: 7609241742 / jworkman@mono.ca.gov

### **SEND COPIES TO:**

jworkman@mono.ca.gov

### **MINUTE ORDER REQUESTED:**

YES NO

### **ATTACHMENTS:**

Click to download

FY 23-24 MCBH Vehicle Purchase Staff Report

Fund 121 ATR Form Vehicle Transfer 2023-24 - signed

History

Time Who Approval

4/30/2024 3:45 PM	County Counsel	Yes
5/6/2024 2:10 PM	Finance	Yes
5/6/2024 5:28 PM	County Administrative Office	Yes



### MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

### **COUNTY OF MONO**

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

**TO:** Mono County Board of Supervisors

FROM: Robin Roberts, Director, Mono County Behavioral Health

**DATE:** May 14, 2024

### SUBJECT:

FY 23/24 Budget Adjustment for Mono County Behavioral Health Vehicle Purchase

### **DISCUSSION:**

Mono County Behavioral Health is requesting an increase in Mental Health Services Act (MHSA) appropriations in the amount of \$75,000 from its MHSA fund balance for the purchase of a large sized SUV. This vehicle will be used to accommodate families that are participating in Wraparound services, as well as other programs funded by the Mental Health Services Act.

### **SUBMITTED BY:**

Jessica Workman, Staff Services Manager, Mono County Behavioral Health. 760-924-1742

	INTY OF MON	O ANSFER REQUEST			
Depa	rtment:	Behavioral Health		Fiscal Year:	23/24
	get Unit:			Date:	4/4/2024
	ared by:	Jessica Workman		Phone:	760-924-1742
	ue adjustment	A a a count Name	I Ammunicad Dividuot	Adiustosost	
Action		Account Name	Approved Budget	_	Adjusted Budget
+/-	XXX-XX-XXX-XXXXX		\$XX,XXX.XX		
	650-10-723-18100	Transfer In Fleet	\$1,886,853.00	\$75,000.00	\$1,961,853.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Expen	lse adjustment				\$0.00
Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+/-	XXX-XX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	121-41-841-60100	Transfer Out MHSA	\$0.00	\$75,000.00	\$75,000.00
-	121-41-841	Fund Balance		(\$75,000.00)	(\$75,000.00)
+	650-10-723-53010	Capital Outlay Vehicle	\$1,020,000.00	\$75,000.00	\$1,095,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
		Total (If greater than \$6	0 explain on page 2)	\$0.00	

COUNTY OF MONO APPROPRIATION TRANSFER REQUEST	
Explanation	
Please address the following for the Budget adjustment reques 1 - Why was this not anticipated at time of Budget Developmen	
Our department has had an incresed need for vehicles as our staffing and transport families involved in our wrap around program and will also be use	
2 - Why are funds available for the budget adjustment? If total a statement of current fund balance before adjustment. Funds are available from our MHSA (Mental Health Services Act) fund balance are available from our MHSA (Mental Health Services Act) fund balance before adjustment.	
3 - Is this a non-recurring event or should this be reflected in n	ext years budget?
We will be purchasing more vehicles in FY 24/25 and will be working to ref	
Budget Request detail	
Board Approval not required	
_X_Board Approval required	
Request for Contingency	
1. Department Head - Signature	2. Budget Officer - Signature
Robin Roberts (Apr 8, 2024 16:40 PDT)	Megan Chapman
3. Finance Director - Signature	4. CAO Office - Signature
Janet Dutcher	Sandra Moberly

### REGULAR AGENDA REQUEST

■ Print

MEETING DATE May 14, 2024

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Amendment to Agreement with Anne

Sippi Clinic

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 Anne Sippi Clinic Treatment Group pertaining to the provision of transitional social rehabilitation services.

#### RECOMMENDED ACTION:

Approve, and authorize Chair, to sign, contract with Anne Sippi Clinic Treatment Group for provision of transitional social rehabilitation services for the period July 1, 2022 through June 30, 2024 and a not-to-exceed amount of \$169,765.

### **FISCAL IMPACT:**

The proposed amendment increases the total contract limit from \$157,487 to \$169,765, and the 12 month period not to exceed amount for fiscal year 2023-24 from \$78,831 to \$91,109. This increase totals \$12,278. This contract is paid for with Mental Health Services Act funding under the full-service partnership program.

**CONTACT NAME:** Jessica Workman

PHONE/EMAIL: 7609241742 / jworkman@mono.ca.gov

### **SEND COPIES TO:**

jworkman@mono.ca.gov

### MINUTE ORDER REQUESTED:

YES NO

### **ATTACHMENTS:**

Click to download

ASC Amendment

Anne Sippi Clinic Contract 7.1.2022-6.30.2024

Time	Who	Approval
5/1/2024 4:53 PM	County Counsel	Yes
5/7/2024 3:49 PM	Finance	Yes
5/8/2024 8:15 AM	County Administrative Office	Yes



#### MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

### **COUNTY OF MONO**

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

**TO:** Mono County Board of Supervisors

FROM: Robin Roberts, Director, Mono County Behavioral Health

**DATE:** May 14, 2024

#### SUBJECT:

Contract Amendment with Anne Sippi Clinic Treatment Group (ASC) for the Provision of Transitional Social Rehabilitation Services

#### **DISCUSSION:**

Mono County Behavioral Health had an additional LPS client reside at ASC for a short time this year. This was an unanticipated expense when the contract was originally executed, which has prompted the need to increase the not to exceed amount of the contract.

The ASC Treatment Group provides a Transitional Social Rehabilitation Program designed for clients who have severe and persistent mental health illnesses who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living.

Services shall be provided for the purpose of providing social rehabilitation activities for individuals who are in remission from an acute state of illness, and interim support to facilitate movement towards the highest possible level of functioning.

This contract was entered into on July 1, 2022 with a not to exceed amount of \$157,487.48. The proposed amendment will increase the limit to \$169,765.00.

#### **SUBMITTED BY:**

Jessica Workman, Staff Services Manager, Mono County Behavioral Health. 760-924-1742

# AGREEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF MONO AND ANNE SIPPI CLINIC TREATMENT GROUP FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES

This Agreement and First Amendment is entered into April 1, 2024 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Anne Sippi Clinic Treatment Group of Bakersfield, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about July 1, 2022 and pertaining to Contractor's provision of Transitional Social Rehabilitation services to the County (the "Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

**WHEREAS**, the parties entered into the Agreement for the purpose of Contractor providing Transitional Social Rehabilitation services; and

**WHEREAS**, subsequently, Contractor and County determined that it would be beneficial to both parties for Contractor to provide the following additional services: Transitional Social Rehabilitation Services for an additional client to the County; and

**WHEREAS**, accordingly, there is a need to amend the contract limit of the Agreement to provide for such additional services;

#### **NOW, THEREFORE**, the parties agree as follows:

- 1. Paragraph 3.D. of the Agreement ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$157,487.48 to \$169,765.00. The amount in the fiscal year 23/24 12 month period not to exceed is increased from \$78,831.24 to \$91,108.76.
- 2. All other provisions of the Agreement not modified herein shall remain in full force and effect.
- 3. This Agreement and First Amendment may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to Docusign or similar service, shall be deemed as valid and as enforceable as an original.

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

COUNTY OF MONO:	CONTRACTOR:		
Board Chair	Chief Operations Officer		
Date	Date		
Approved as to Form:			

County Counsel

## AGREEMENT BETWEEN COUNTY OF MONO AND ANNE SIPPI CLINIC TREATMENT GROUP FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES

#### INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of Transitional Social Rehabilitation Services of Anne Sippi Clinic Treatment Group (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

#### **TERMS AND CONDITIONS**

#### 1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Mono County Behavioral Health, 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
	<b>Exhibit 4</b> : Invoicing, Payment, and Retention
	<b>Exhibit 5</b> : Trenching Requirements
	Exhibit 6: FHWA Requirements
	Exhibit 7: CDBG Requirements
$\boxtimes$	Exhibit 8: HIPAA Business Associate Agreement
	Exhibit 9: Other

#### 2. TERM

The term of this Agreement shall be from July 1, 2022, to June 30, 2024, unless sooner terminated as provided below.

#### 3. CONSIDERATION

- A. <u>Compensation</u>. 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. <u>Travel and Per Diem.</u> 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. <u>No Additional Consideration</u>. 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. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$157,487.48, not to exceed \$78,831.24 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.
- E. <u>Billing and Payment</u>. 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. <u>Federal and State Taxes</u>.

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

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

#### 8. INSURANCE

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

Subcon	nactors.
A. applica	Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all ble):
	Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
	Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
	Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
	Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.
	Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
	Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.
	If the Contractor maintains broader coverage and/or higher limits than the minimums shown above,

insurance and coverage shall be available to the County.

the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of

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

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

#### 9. STATUS OF CONTRACTOR

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

#### 9. 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.

#### 10. RECORDS AND AUDIT

- A. <u>Records</u>. 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. <u>Inspections and Audits</u>. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 14. 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.

#### 15. 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.

#### 16. 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.

#### 17. 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.

#### 18. 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.

#### 19. 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.

#### 20. 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.

#### 21. 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.

#### 22. 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:

Robin K. Roberts, Director Mono County Behavioral Health P.O. Box 2619 Mammoth Lakes, CA 93546

#### Contractor:

Nick Damian Anne Sippi Clinic Treatment Group 18200 Highway 178 Bakersfield, CA 93306

#### 23. 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.

#### 24. 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	<u>CONTRACTOR</u>
By: Rober Clum	<i>Nick Damian, COO</i> By: Nick Damian, COO (Aug 16, 2022 10:32 PDT)
Title: County Administrative Officer	Title: Chief Operations Officer
Dated:Aug 5, 2022	Dated: Aug 16, 2022
APPROVED AS TO FORM:  Stacey Sirv on (Aug 3, 2022 13:24 PDT)  County Counsel	
APPROVED BY RISK MANAGEMENT:  Risk Manager	

#### ATTACHMENT A

## AGREEMENT BETWEEN COUNTY OF MONO AND ANNE SIPPI CLINIC TREATMENT GROUP FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITATION SERVICES

#### **TERM:**

FROM: July 1, 2022 TO: June 30, 2024

#### **SCOPE OF WORK:**

The Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental-health illnesses who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living.

The objectives of the program are to intervene in a crisis, support community integration, and serve as an alternative to hospitalization. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations.

The Transitional Social Rehabilitation Program shall provide: A therapeutic residential community including a range of social rehabilitation activities for individuals who are in remission from an acute state of illness, and interim support to facilitate movement towards the highest possible level of functioning. Clients may receive day, outpatient and other treatment services outside the transitional residence. The planned length of stay shall be in accordance with the client's assessed needs, but under no circumstances may the length of stay extend beyond 24-months.

#### ATTACHMENT B

#### AGREEMENT BETWEEN COUNTY OF MONO AND ANNE SIPPI CLINIC TREATMENT GROUP FOR THE PROVISION OF SOCIAL REHABILITAION SERVICES

#### **TERM:**

FROM: July 1, 2022 TO: June 30, 2024

#### **SCHEDULE OF FEES:**

The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$157,487.48 or \$78,831.24 in any twelve-month period. ☐ Contractor shall be paid a daily rate for services of \$175.00 and a monthly rate for Board and Care of the current SSI rate of either: \$1,211.77 or 1,231.77, whichever applies to the client.

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

## AGREEMENT BETWEEN COUNTY OF MONO AND ANNE SIPPI CLINIC TREATMENT GROUP FOR THE PROVISION OF TRANSITIONAL SOCIAL REHABILITAION SERVICES

#### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between Anne Sippi Clinic Treatment Group, (the "Business Associate") and the County of Mono (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

- 1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").
- 2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.
- 3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.
- (a) <u>Business Associate</u>. "Business Associate" shall mean the party identified above as the "Business Associate".
- (b) <u>Breach.</u> "Breach" shall have the same meaning as the term "breach" in Section 164.402.
- (c) <u>Covered Entity.</u> "Covered Entity" shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.
- (d) <u>Designated Record Set.</u> "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- (e) <u>Electronic Protected Health Information.</u> "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- (f) <u>Individual.</u> "Individual" shall have the same meaning as the term "Individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
  - (g) Master Agreement. "Master Agreement" shall mean the contract or other agreement

to which this Attachment is attached and made a part of.

- (h) <u>Minimum Necessary</u>. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.
- (i) <u>Privacy Rule</u>. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.
- (j) <u>Protected Health Information</u>. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (k) <u>Required By Law.</u> "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- (l) <u>Secretary</u>. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.
- (m) <u>Security Incident.</u> "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.
- (n) <u>Security Rule</u>. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- (o) <u>Unsecured Protected Health Information</u>. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

#### 4. Compliance with the HIPAA Privacy and Security Rules.

- (a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.
- (b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

#### 5. Permitted Uses and Disclosures.

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business

Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

#### 6. **Appropriate Safeguards.**

- (a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.
- (b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

#### 7. Reporting Unauthorized Uses and Disclosures.

- (a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.
- (b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.
- (c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.
  - (d) In meeting its obligations under this section, it is understood that Business Associate

is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

## 8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

- (a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
- (b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.
- (c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

#### 9. **Indemnification.**

- (a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.
- (b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.
- (c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

#### 10. **Individuals' Rights.**

- (a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).
- (b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.
- (c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

#### 11. **Obligations of Covered Entity.**

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### 12. Agents and Subcontractors of Business Associate.

- (a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.
- (b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

#### 13. Audit, Inspection, and Enforcement.

- (a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.
- (b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.
- 14. **Permissible Requests by Covered Entity**. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### 15. Term and Termination.

- (a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.
- (b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.
- (c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.
- 16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to

comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

#### 18. Notices.

- (a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.
- (b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.
- (c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Mono County Privacy Officer Office of County Counsel P.O. Box 2415 Mammoth Lakes, CA 93546

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

#### 19. Lost Revenues; Penalties/Fines.

- (a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.
- (b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.
- (c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

#### HIPAA BUSINESS ASSOCIATE PROVISIONS

#### **Attachment A to Attachment 8**

As provided in Paragraph 5 of of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes (in any in addition to the purposes set forth in the Scope of Work):

THIS IS AN OPTIONAL COMPONENT TO THE AGREEMENT AND DEFAULTS TO THE MASTER AGREEMENT SCOPE IF NOT USED.



### REGULAR AGENDA REQUEST

\_\_\_\_ Print

**MEETING DATE** May 14, 2024

**Departments: Assessor** 

**TIME REQUIRED** 

SUBJECT Exchange Agreement between

ParcelQuest and the Mono County

Assessor

PERSONS APPEARING BEFORE THE BOARD

#### AGENDA DESCRIPTION:

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

Proposed contract with ParcelQuest pertaining to Payment for Data.

#### **RECOMMENDED ACTION:**

Approve and authorize Chair to sign, Exchange Agreement with ParcelQuest.

#### **FISCAL IMPACT:**

There is no cost to the County other than staff time to provide map data. The agreement generates annual revenue share proceeds to the County dependent on the quantity of data sold by ParcelQuest.

**CONTACT NAME:** Barry Beck

PHONE/EMAIL: 760-932-5522 / bbeck@mono.ca.gov

#### **SEND COPIES TO:**

#### **MINUTE ORDER REQUESTED:**

☐ YES 
☐ NO

#### **ATTACHMENTS:**

Click t	to download
□ <u>St</u>	taff Report
D Ex	xchange Agreement

#### History

Time	Who	Approval
5/1/2024 11:33 AM	County Counsel	Yes
5/7/2024 1:51 PM	Finance	Yes

To: Board of Supervisors

From: Barry Beck, Mono County Assessor

Date: May 14, 2024

Re: New contract with Parcel Quest for acquisition of parcel data.

#### **Recommended Action**:

Approve the new contract with Parcel Quest.

#### **Fiscal Impact**:

Continued receipt of annual amounts of revenue share from Parcel Quest; typically around \$3,000.

#### **Background:**

Mono County has had an agreement in place with Parcel Quest since 2006 and it has been unchanged since. Parcel Quest is requesting a change to the revenue share scale to limit the revenue share with Mono County to 20% of all sales of Mono County Assessor's data.

#### **Discussion**:

Mono County's revenue share to date has never exceeded the 20% share scale, and thus this new contract will not have any impact on revenues from Parcel Quest sale of data purchased from Mono County. The 2023 revenue share from the Parcel Quest data sales was \$3,881.90. The 2022 revenue share was \$3,702.95.

Sincerely,

Barry Beck

Barry Beck Mono County Assessor

#### EXCHANGE AGREEMENT

This Agreement is entered into this _	day of	, 20, by and
between the County of Mono, a political sub	division of the Sta	ate of California, through its
Assessor's Office (hereinafter, "County") an	d ParcelQuest, a	California corporation (hereinafter,
"ParcelQuest").		

#### **RECITALS:**

- 1. ParcelQuest is engaged in the business of acquiring, compiling, arranging, selecting, formatting, and distributing for a fee, land records and other data ("Data"), and maps and other images ("Maps"), in electronic form. ParcelQuest sells licensed subscriptions to such Data and Maps in conjunction with data management programs, such as ParcelQuest, which is available in various formats including compact disc and via the ParcelQuest website.
- 2. The County, by and through the office of the County Assessor ("Assessor's Office") is interested in accessing the Data and Maps for Mono County (hereinafter, "the County Area").
- 3. This Agreement replaces any previous database information agreements between the County and ParcelQuest.
- 4. Upon the terms and conditions set forth below, ParcelQuest is willing to provide the County with access to Data and Maps for the County Area and to pay the County a fee via the Assessor's Office based on ParcelQuest sales and/or licensing of Data and Maps for the County Area, in exchange for the Assessor's Office providing ParcelQuest with assessor records created and maintained by the Assessor's Office in the format created by the Assessor's Office ("Assessor Records").

#### **TERMS AND CONDITIONS:**

- 1. Obligations of ParcelQuest: ParcelQuest agrees, without charge to the County, upon receipt of records from the County, to update ParcelQuest's Data and Maps and to provide the County with access to the Data and Maps for the County Area via ParcelQuest data management software, such as ParcelQuest.com and other products as may be developed by ParcelQuest and contain the Data and/or Maps. ParcelQuest shall use due diligence in compiling, arranging, selecting, and formatting the Data. Access to the Data and Maps under this Agreement shall be solely for the use by the Assessor's Office. The County assumes no liability or responsibility for improper use of such Data or Maps by any individual, entity, or other public agencies.
- 2. Obligations of Assessor's Office: At a minimum, the Assessor's Office shall provide ParcelQuest with Assessor Records and original scale copies of parcel maps on a regular basis not less than once per month (by the final day of each month) and may provide additional records and/or records at an increased frequency at Assessor's Office discretion.

- 3. Right of ParcelQuest to disseminate Data and Maps: Nothing in this Agreement shall be construed as limiting or in any way affecting ParcelQuest's right to sell, distribute and/or license the Data and Maps, in conjunction with data management software or as raw data, to third parties subject to terms and conditions determined solely by ParcelQuest. A portion of the revenue generated from the sale and/or licensing of Data and Maps for the County Area shall be paid by ParcelQuest to the County via the Assessor's Office within 60 days of the end of the calendar year. This payment is to be calculated as twenty percent (20%) of the gross annual revenue generated from the sale and/or licensing of Data and Maps for the County Area. This payment shall be made for only as long as the Assessor's Office provides Assessor Records and parcel maps to ParcelQuest as specified in Section 2, above.
- 4. Rights of the County to disseminate public information. Nothing in this Agreement shall be construed as limiting or in any way affecting the County's duty to provide copies of certain public records under the California Public Records Act, nor the County's right to provide information and records to the public in any form it wishes, including but not limited to electronic media. The County may also at any time create and distribute its own electronic records, maps, and other information, including but not limited to the dissemination of such materials through the internet. The County may also enter into agreements with other vendors of land records data under similar or different terms. The County assumes no liability or responsibility for misuse of ParcelQuest's Data or Maps by anyone other than duly authorized employees, officers, or agents of the County. However, the County understands and agrees that the ParcelQuest product, any other data management software provided by ParcelQuest, the Data, and the Maps, are not public records and may not be distributed to the public, and are protected by United States Copyright laws prohibiting the sale, duplication, sublicensing, transfer, or any other form of exploitation, without the written permission of ParcelQuest, and that County's access to and use of ParcelQuest, any other data management software provided by ParcelQuest, the Data, and the Maps, are subject to the terms of the license as expressed herein. Upon the termination or expiration of this Agreement, the protections afforded ParcelQuest to its ParcelQuest product, any other data management software provided by ParcelQuest, the Data, and the Maps, by copyright laws and the terms of this Agreement, shall remain in full force and effect. All implied product warranties are disclaimed unless expressed herein.
- 5. The County shall have no liability for charges made or incurred by ParcelQuest for compilation, arranging, selecting, formatting or distribution of information taken from Assessor Records or parcel maps provided to ParcelQuest by the County, or digitizing and processing maps, including any person, agent, employee, or contractor into whose custody the records are delivered by the County. All such charges shall be the responsibility of ParcelQuest.
- 6. This Agreement is contingent upon the Assessor's Office providing Assessor Records and parcel maps to ParcelQuest as specified in Section 2, above. In the event the Assessor's Office ceases to provide assessor records and parcel maps to ParcelQuest, ParcelQuest, at its sole election, may discontinue access of the Assessor's Office to ParcelQuest, Data and Maps, and immediately cease all payments to County.
- 7. Disclaimer of Partnership or Agency. It is understood and agreed that neither the County, nor any of its officers, agents, or employees, is in a relationship of partnership or agency with ParcelOuest. ParcelOuest is an independent contractor and is not an officer, agent, or

employee of the County. ParcelQuest shall defend, indemnify, and hold the County harmless for any claims, losses, or damages incurred by the County as a result of ParcelQuest's use of Assessor Records and parcel maps provided by the County under this Agreement.

- 8. Term of Agreement: The initial term of this Agreement shall be for one (1) year, commencing on the date it is executed. Thereafter, the Agreement shall continue in effect until terminated by either party, with or without cause, by giving not less than 60 days' written notice.
- 9 Notices: All notices desired or required to be given pursuant to this agreement shall be in writing and shall be addressed as follows:

Barry Beck Grant Mulligan
Mono County Assessor ParcelQuest
PO Box 456 193 Blue Ravine Road, Suite 120
Bridgeport, CA 93517 Folsom, CA 95630

Either party may, by written notice given to the other, change its mailing address.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

COUNTY:	ParcelQuest:
By:	By:
Title:	Title:
Date:	Date:



### REGULAR AGENDA REQUEST

\_\_\_\_ Print

**MEETING DATE** May 14, 2024

**Departments: Public Works - Road Department** 

**TIME REQUIRED** 

**SUBJECT** Temporary Closure of a County

Road (Sherwin Creek Road) in the Town of Mammoth Lakes for July 4,

2024

**PERSONS APPEARING BEFORE THE BOARD** 

#### **AGENDA DESCRIPTION:**

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

The Town of Mammoth Lakes is requesting temporary closure of a county road (Sherwin Creek Rd) for its annual Fourth of July Fireworks celebration. This road closure will be to support traffic control at Highway 203/395 turn off for people returning to Mammoth from the Crowley Lake Fireworks display.

#### **RECOMMENDED ACTION:**

Adopt Resolution Authorizing the Temporary Closure of County Roads for the Town of Mammoth Lakes Fourth of July

## Fireworks Celebration. **FISCAL IMPACT:** None. **CONTACT NAME:** Steve Reeves PHONE/EMAIL: 760 932 5449 / sreeves@mono.ca.gov **SEND COPIES TO:** proten@mono.ca.gov sreeves@mono.ca.gov MINUTE ORDER REQUESTED:

#### **ATTACHMENTS:**

Click to download

YES NO

**△** Staff Report

<u>Resolution</u>

History

Time	Who	<b>A</b> pproval
5/1/2024 11:38 AM	County Counsel	Yes
5/6/2024 1:01 PM	Finance	Yes
5/6/2024 5:32 PM	County Administrative Office	Yes



### REGULAR AGENDA REQUEST

■ Print

MEETING DAT	E M	ay 14, 2024
Departments:	Public	Works

TIME REQUIRED

SUBJECT Avigation Easement from Parcel

Adjacent to Bryant Field

PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

Resolution Authorizing the County Administrative Officer to Accept and Consent to Recordation of an Avigation Easement
Deed for Assessor's Parcel Number 008 070 042

RECOMMENDED ACTION:
Adopt proposed resolution.
FISCAL IMPACT:
None.
CONTACT NAME: Kalen Dodd
PHONE/EMAIL: 760 616 4926 / kdodd@mono.ca.gov
SEND COPIES TO:
kdodd@mono.ca.gov srobison@mono.ca.gov
MINUTE ORDER REQUESTED:
▼ YES □ NO
ATTACHMENTS:
Click to download
□ Staff Report
□ Resolution
□ <u>Easement Deed</u>
□ Easement Exhibit A
□ Easement Exhibit B

Time	Who	Approval
5/7/2024 10:18 AM	County Counsel	Yes
5/8/2024 4:15 PM	Finance	Yes
5/9/2024 11:02 AM	County Administrative Office	Yes



## MONO COUNTY DEPARTMENT OF PUBLIC WORKS

Post Office Box 457 • 74 North School Street • Bridgeport, California 93517 760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: May 14, 2024

To: Honorable Chair and Members of the Board of Supervisors

From: Paul Roten, Director of Public Works

Re: Acceptance of Avigation Easement Deed for APN 008 070 042

#### **History:**

Federal regulation defines certain airspace geometry surrounding airports that is required to remain clear of obstruction. The County achieves this for its airports by enforcing policy contained in the General Plan, which requires development within established airport planning boundaries to provide avigation easements to the County as a condition of development. The easements protect the safe operation of the airports by granting the County rights to remove obstructions. The easements also inform property owners of the existing externalities associated with airport proximity, that control development.

#### Discussion:

With the sale Assessor's parcel number 008 070 042 the buyer is planning to develop the site. This development triggers the requirement of this avigation easement. This resolution authorizes the County Administrative Officer to accept and record this easement.

If you have any questions regarding this item, please contact Kalen Dodd at <a href="mailto:kdodd@mono.ca.gov">kdodd@mono.ca.gov</a>, or Paul Roten at <a href="mailto:proten@mono.ca.gov">proten@mono.ca.gov</a>.

Respectfully submitted,

Paul Roten

Director of Public Works

Attachment: Draft Resolution

**Easement Deed** 

Easement Deed Exhibit A Easement Deed Exhibit B



### **RESOLUTION NO. R24-**

# A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO ACCEPT AND CONSENT TO RECORDATION OF AN AVIGATION EASEMENT DEED FOR ASSESSOR'S PARCEL NUMBER 008 070 042

**WHEREAS**, pursuant to California Law, deeds or grants conveying an interest in real property to a government agency may not be recorded without the consent of the government agency; and,

**WHEREAS**, Government Code Section 27281 allows the legislative body of the government agency to authorize one or more officers or agents to accept and consent to the recordation of such deeds or grants; and,

**WHEREAS**, the Board of Supervisors wishes to authorize the County Administrative Officer to accept and consent to recordation of one easement deed offered by Robin O. Severson Living Trust to satisfy conditions of the Mono County General Plan and 14 CFR Part 77;

NOW, THEREFORE, BE IT RESOLVED that the County Administrative Officer is hereby authorized to accept and consent to the recordation of one easement deed offered by Robin O. Severson Living Trust to satisfy conditions of the Mono County General Plan and 14 CFR Part 77. A draft of said easement deed is attached hereto as Exhibit A and incorporated by this reference. The final easement deed shall be in substantially the same form as Exhibit A, with any modifications thereto approved as to form by County Counsel, and acceptable to the County Administrative Officer.

**APPROVED AND ADOPTED** this \_\_\_\_ day of May 2024, by the following vote of the Board of Supervisors, County of Mono:

AYES : NOES : ABSENT :

1		
2	ABSTAIN:	
3		
4		Chair
5		Mono County Board of Supervisors
6	ATTEST:	Approved as to Form:
7		
8	Clerk of the Board	County Counsel
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

County of Mono Department of Public Works PO Box 457 Bridgeport, CA 93517

FREE RECORDING - GOVERNMENT CODE 27383
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE

R&T 11922 DEED TO	PUBLIC AGENCY, -0- TRANSFE	R TAX DUE
		EASEMENT DEED
		GRANT(S) TO THE
COUNTY OF MON	NO, CALIFORNIA	
	on) easement over and above Pard A″ and depicted on exhibit "B″.	rel 1 of Parcel Map 32-21, Recorded in the County of Mono, State of California, further
REFERENCE: R2	4-	Ву:
A.P.N.'s <u>008-070-</u>	<u>042-000</u>	
Date	20	Ву:
		ARY PUBLIC CERTIFICATE
		ificate verifies only the identity of the individual who signed the document to ulness, accuracy, or validity of that document.
STATE OF CALIFOR	)	
On	before me,	personally appeared
same in his/her/their	me(s) is/are subscribed to the rauthorized capacity(ies), and f which the person(s) acted, ex	personally appeared, who proved to me on the basis of satisfactory evidence to be the within instrument and acknowledged to me that he/she/they executed the that by his/her/their signature(s) on the instrument the person(s), or the ecuted the instrument.
correct.		laws of the State of California that the foregoing paragraph is true and
WITNESS by my ha	nu and omciai seai,	
		NO TAX DUE
	CERT	FICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed herein is hereby accepted by order of the	COUNTY OF MONO, CALIFORNIA  By:
Mono County Board of Supervisors pursuant to Council Resolution No dated, 20, and grantee consents to recordation thereof by its duly authorized officer.	Dated:

### **EXHIBIT A**

### A CLEAR ZONE (AVIGATION) EASEMENT

BEING OVER AND ABOVE PARCEL 1 AS SHOWN ON PARCEL MAP NO. 32-21, BOOK 1, PAGE 88 OF PARCEL MAPS FILED IN THE COUNTY OF MONO, CALIFORNIA

This Avigation Easement Agreement (this "Agreement") is made ----, 2024, between Robin O. Severson Living Trust, dated February 12, 2018 ("*Grantor*"), and the County of Mono, a political subdivision of the State of California ("Grantee").

### **RECITALS**

A. Grantor owns certain real property in Mono County, California ("Parcel 1"), legally described below.

- B. Parcel 1 lies within the Bryant Field Airport planning boundary, as shown on figure 9 in the Mono County General Plan, Land Use Element and below the imaginary surface defined in 14 C.F.R. § 77.19 (e), known as the "Transitional Surface", and is subject to the Bryant Field and Lee Vining Airport Compatibility Policies & Criteria set forth in the Mono County General Plan.
- C. Pursuant to Safety Goal, Policies 10 and 11 of the Bryant Field and Lee Vining Airport Compatibility Policies & Criteria, Grantor must grant to Grantee an avigation easement for Parcel 1 prior to developing Parcel 1, which easement must be noted on all final plats and site improvement plans pertaining to Parcel 1.
- D. Grantor is willing to grant Grantee an easement with respect to Parcel 1 in accordance with the terms and conditions of this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Grantor, for and in consideration of fulfillment of a condition of project approval, does hereby grant to Grantee, its successors and assigns, a perpetual and assignable easement and right of way in, over and above that portion of the following described parcel of land in which the Grantor holds a fee simple estate, designated as Parcel 1, lying beneath the Transitional Surface Area, as hereinafter described, of the north-south runway of the Bryant Field Airport, and situated in the County of Mono, State of California.

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 25 EAST, M.D.M., COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL "C" AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 6 PAGE 13 OF MAPS; THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 0°26'34" WEST 325.00 FEET; THENCE SOUTH 89°35'15" EAST 200.00 FEET; THENCE PARALLEL WITH SAID WESTERLY LINE, SOUTH 0°26'34" EAST 325.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL "C"; THENCE ALONG SAID SOUTHERLY LINE, NORTH 88°35'15" WEST 200.00 FEET TO THE POINT OF BEGINNING.

SAID LAND IS SHOWN AS PARCEL 1 OF PARCEL MAP RECORDED IN BOOK 1 PAGE 88 OF PARCEL MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF MONO COUNTY.

- 2. Grantor agrees that they, their heirs, successors, and assigns shall not hereafter erect, or permit the erection or growth of, any structure, tree, or other object within that portion of Parcel 1 lying beneath the Transitional Surface Area to a height above the Transitional Surface, said Transitional Surface Area and Transitional Surface both being described in Volume 393, Pages 027 through 032, recorded in the County of Mono, State of California, October 25, 1983.
- 3. Grantor further agrees that the easement and rights hereby granted to the Grantee in and over that portion of Parcel 1 which lies beneath said Transitional Surface Area are for the purpose of ensuring that said Transitional Surface Area shall remain free and clear of any structure, tree, or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing and taking off at Bryant Field Airport; that these rights granted shall include, but not be limited to the following:
  - a. For the use and benefit of the public, the right of flight for the free and unrestricted passage of all person and aircraft, of the class, size and category as is now or later may be operationally compatible with Byrant Field Airport, in, though, across and about any portion of the airspace above the Transitional Surface Area.
  - b. The right to cause or create or permit or allow to be caused or created such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke, fuel particle emissions and all other effects as may be inherent in the proper operation of aircraft, now known or later used for avigation of or flight in air in connection with Byrant Field Airport.
  - c. The right to cut to ground level and remove trees, bushes, shrubs, other perennial growth or undergrowth or other objects extending into, or which in the future could infringe upon or extend into or above, said Transitional Surface
  - d. The right to remove, raze, or destroy those portions of buildings, other structures, and land infringing upon or extending into the Transitional Surface, together with the right to prohibit the future erection of buildings or other structures which would infringe upon or extend into the Transitional Surface.
  - e. The right to mark and light, or cause or require to be marked or lighted, as

obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, Parcel 1, and which extend into the Transitional Surface.

- f. The right to prohibit the creation of electrical interference, unusual light sources, and other hazards to aircraft flight.
- g. The right of ingress to and egress from, and passage over Parcel 1 within the Transitional Surface Area for the above purposes.
- 4. Grantor, on behalf of itself, its successors and assigns covenants with the Grantee, County of Mono, as follows:
  - a. Grantor, its successors and assigns, will not construct, install, permit, or allow any building, structure, improvement, tree, or other object on Parcel 1, to extend into the Transitional Surface, or to constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way so granted.
  - b. Grantor, its successors, and assigns, will not use or permit the use of Parcel 1 in such a manner as to create unusual light sources (including but not limited to lights that may be confused with runway lights, glare and sources of smoke or steam), electrical or electronic interference with radio communication or radar operation between any installation upon Bryant Field Airport and any aircraft, or other hazards to aircraft flight.
  - c. Grantor acknowledges that aircraft and ancillary effects are present in the airspace over Parcel 1 and relinquishes any future right to sue regarding the acknowledged effects and their impact on the use and enjoyment of Parcel 1 or change in property value of Parcel 1.
  - d. Grantor will not initiate or support any action in any court or before any governmental agency if the purpose of the action is to interfere with, restrict, or reduce the operation of the airport or the use of the airport by any aircraft.
  - e. Grantor will not protest or object to the operation of the airport or the landing or takeoff of aircraft before any court or agency of the government.
- 5. The easement and right-of-way are being conveyed to the Grantee for the benefit of the Grantee, and any and all members of the general public who may use the easement or right-of-way, taking off from, landing upon, or operating such aircraft in or about Bryant Field Airport, or in otherwise flying through the Transitional Surface.
- 6. It is acknowledged by the Grantor and Grantor's successors in interest that Parcel 1 lies close to an operating airport and that the operation of the airport, and the landing and takeoff of aircraft may generate high noise levels, illumination, air currents, fumes, exhaust, smoke and fuel

particle emissions, which can affect the quiet enjoyment of Parcel 1.

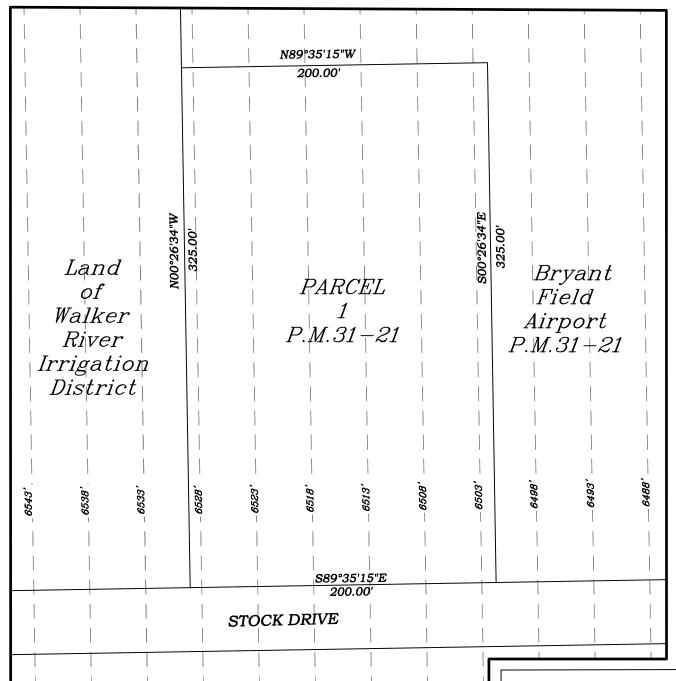
- 7. Grantor waives and releases any right or cause of action it may now or later have against the County of Mono, as the initial grantee under this Agreement, pertaining to or resulting from the passage of aircraft in the airspace above Parcel 1. This grant of avigation easement shall not operate to deprive the Grantor, its successors, or assigns, of any rights that it may otherwise have from time to time against any individual or private operator for negligent or unlawful operation of aircraft.
- 8. It is understood and agreed that these covenants and agreements run with the land and shall be binding upon the heirs, representatives, administrators, executives, successors, and assigns of the Grantor, and that for the purposes of this instrument, Parcel 1 shall be the servient easement and Bryant Field Airport shall be the dominant tenement.
- 9. The avigation easement, covenants and agreements described here shall continue in effect until Bryant Field Airport shall be abandoned or shall cease to be used for airport purposes, at which time it shall terminate.
- 10. The enforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, invalid, or illegal, but rather the unenforceable, invalid or illegal provisions of this Agreement shall be deemed severed from this Agreement and this Agreement shall continue in full force and effect to the greatest extent permitted by applicable law. Notwithstanding the foregoing, in the event of any such severance that would prevent either party to this Agreement from enjoying the benefit of its bargain for which this Agreement was negotiated, the parties to this Agreement shall revise or modify this Agreement to exclude any unenforceable, invalid, or illegal provision, yet allow each party to enjoy the benefit of their respective bargains.
- 11. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns.
- 12. This agreement may be recorded in the real property records of Mono County, California.
- 13. No amendment, waiver or modification of this Agreement shall be made or deemed to have been made unless in writing and executed by the party to be bound by such amendment, waiver, or modification.

Grantee:	Grantor:		
County of Mono	Robin O. Severson Living Tru	st	

By:	By:
Name: Sandra Moberly	Name: Robin Severson
Title: County Administrative Officer	Title: Trustee
APPROVED AS TO FORM:	
By:	
County Counsel	
ATTEST:	
By:	
Name:	
Title:	
Robin O. Severson Living Trust	
Robin Severson, Trustee	

6732 SW Primrose Ct., Wilsonville, OR 97070

### A CLEAR ZONE (AVIGATION) EASEMENT BEING OVER AND ABOVE PARCEL 1 AS SHOWN ON PARCEL MAP NO. 32-21, BOOK 1, PAGE 88 OF PARCEL MAPS FILED IN THE COUNTY OF MONO, CALIFORNIA.



Basis of Elevation being the primary surface of Bryant Field as shown in Volume 393, Page 031, recorded in the County Mono, State of California. Said Elevation being 6468'

1'' = 60' Dashed Lines represent the Transitional Surface (West) Elevation

PARCEL 1, P.M.32-21 APN 008-070-042-000

### EXHIBIT B

02/01/24

S. Robison Mono County Staff



### REGULAR AGENDA REQUEST

Print

MEETING DATE May 14, 2024

Departments: Public Works

**TIME REQUIRED** 

SUBJECT Mono County Systemic Safety Curve

Signage Project

PERSONS APPEARING BEFORE THE BOARD

### AGENDA DESCRIPTION:

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

This project will install curve warning signs, chevrons, and other curve signage on Lower Rock Creek Road, Benton Crossing Road, Convict Lake Road, Lundy Lake Road, Twin Lakes Road, Eastside Lane, and Cunningham Lane. An executed Program Supplement Agreement (PSA) and adopted Resolution are required to obtain reimbursement of HSIP funds from the state.

### **RECOMMENDED ACTION:**

Adopt attached resolution "A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No 00000A493 Under Administering Agency – State Master Agreement No 09-5497S21 for the Mono County Systemic Safety Curve Signage Project, State Project No. HSIPSL 5947(069)".

### **FISCAL IMPACT:**

Total programmed state funding for construction is \$198,500 in the Highway Safety Improvement Program (HSIP). State reimbursement is 100 percent funded with HSIP state funds; no local match is required. Based on the Preliminary Engineer's Cost Estimate of \$320,740, \$122,240 in local transportation funds (SB1 / RMRA) have been allocated to this project to supplement construction, if needed, and to provide funds for contingency and construction engineering. Exact costs will be based on actual bids received.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760 920-3496 / csenior@mono.ca.gov

### SEND COPIES TO:

csenior@mono.ca.gov

### **MINUTE ORDER REQUESTED:**

☐ YES 🔽 NO

### **ATTACHMENTS:**

Click to download

Staff Report

D Program Supplement Agreement 00000A493
D Master Agreement 09-5947S21
D Resolution

### History

Time	Who	<b>Approval</b>
5/6/2024 12:39 PM	County Counsel	Yes
5/8/2024 4:11 PM	Finance	Yes
5/9/2024 11:04 AM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** May 14, 2024

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

From: Chad Senior, Associate Engineer

**Re:** Authorization to Bid and Award the Mono County Systemic Safety Curve Signage Project

State Project No. HSIPSL-5947(069)

Strategic Plan Focus Area: Improve Public Safety - Infrastructure & Roads

### **Background:**

This Highway Safety Improvement Program (HSIP) project will install curve warning signs and chevrons where applicable on Lower Rock Creek Road, Benton Crossing Road, Convict Lake Road, Lundy Lake Road, Twin Lakes Road, Eastside Lane, and Cunningham Lane. Existing curve signs will also be upgraded as part of the project. Authorization from the state to proceed with construction was obtained on March 12, 2024. The Board authorized the Public Works Department to bid and award the project on April 16, 2024.

### **Discussion:**

Prior to requesting reimbursement of HSIP funds, the Board is required to execute a Program Supplement Agreement (PSA) with Caltrans for state funded projects. The PSA for this project is appurtenant to Administering Agency – State Agreement for State Funded Projects No. 09-5947S21 executed on July 28, 2021. The PSA authorizes the State to disburse the appropriate state funds necessary to reimburse the County for costs related to the Mono County Systemic Safety Curve Warning Signage Project. The signed PSA and attached resolution must be executed and provided to Caltrans prior to invoicing for reimbursement of HSIP funds at project completion. The resolution also authorizes the Public Works Director to execute and process the PSA and any future documents necessary for reimbursement of funds for project construction.

Please contact me at 760.924.1812 or by email at csenior@mono.ca.gov if you have any questions regarding this project.

Respectfully submitted,

Chad Senior,

Associate Engineer

Attachments: Resolution

Program Supplement Agreement 00000A493

Master Agreement No. 09-5947S21

PROGRAM SUPPLEMENT NO. 000000A493 to

ADMINISTERING AGENCY-STATE AGREEMENT

FOR STATE FUNDED PROJECTS NO

09-5947S21

**Adv. Project ID** 0924000040

Date: March 22, 2024 Location: 09-MNO-0-CR Project Number: HSIPSL-5947(069)

E.A. Number:

**Matching Funds** 

Locode: 5947

This Program Supplement, effective , hereby adopts and incorporates into the Administering Agency-State Agreement No. 09-5947S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 07/28/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on May 14, 2024. (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:** Lower Rock Creek Rd., Bention Crossing Rd., Convict Lake Rd., Twin Lakes Rd., Eastside Lane,

LOCAL

and Lundy Lake Rd.

**STATE** 

State Funds

\$198,500.00

TYPE OF WORK: Road Related - Other LENGTH: 0.0(MILES)

\$320,740.00	\$122,240.00	\$0.00
COUNTY OF MONO	STATE OF CALIFORN Department of Transp	
Ву	Ву	
Title	Chief, Office of Project	-
Date	Division of Local Assi	stance
Attest	Date	
I hereby certify upon my personal knowledge that b		nce:

l hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** 

**Estimated Cost** 

Helga Siu

Date

3/22/24

\$198,500.00

**OTHER** 

### SPECIAL COVENANTS OR REMARKS

- A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.
  - B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

- C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.
- D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.
- E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.
- F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.
- G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

### SPECIAL COVENANTS OR REMARKS

payment.

- H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.
- I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
- J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.
- K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

# MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE-FUNDED PROJECTS

09	Mono County
District	Administering Agency

Agreement No. 09-5947S21

This AGREEMENT, is entered into effective this _	28th day	of July	, 20 <u>21</u> , by and
between the Mono County, hereinafter referred t	o as "ADMIN	ISTERING	AGENCY," and the
State of California, acting by and through its	Department	of Trans	portation (Caltrans)
hereinafter referred to as "STATE", and together r	referred to as	"PARTIES"	' or individually as a
"PARTY."			

### **RECITALS:**

- 1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
- 2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
- 3. WHEREAS, said PROJECT will not receive any federal funds; and
- 4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

- 1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
- 2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
- 3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
- 4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
- 5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
- 6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
- 7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
- 8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).
- 9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

- 10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.
- 11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.
- 12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.
- 13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.
- 14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.
- 15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
- 16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

- 17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.
- 18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.
- 19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.
- 20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.
- 21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.
- 22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.
- 23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.
- 24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

- 1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.
- 2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.
- (a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
- (b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.
- (c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.
- (d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.
- (e) The cost of all unavoidable utility relocation, protection or removal.
- (f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.
- 3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

- 1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
- 2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
- 3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.
- 4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

- 1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
- 2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
- 3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
- 4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.
- 5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- 6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.
- 7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.
- 8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- 9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the

form of an allocation and finance letter.

- 10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
- 11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.
- 12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
- 13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.
- 14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.
- 15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.
- 16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.
- 17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

- 18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.
- 19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.
- 20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.
- 21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.
- 22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

- 1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
- 2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
- 3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.
- 4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.
- 5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.
- 6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.
- 7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

- 8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.
- 9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

### ARTICLE VI - MISCELLANEOUS PROVISIONS

- 1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
- 2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
- 3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- 4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
- 5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
- 6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
- 7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
- 9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

- 10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.
- 11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
- 12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.
- 13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.
- 14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.
- 15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.
- 16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

- 17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.
- 18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any ADMINISTERING AGENCY.
- 19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.
- 20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.
- 21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

CTATE OF CALIFORNIA	Mana Causti
STATE OF CALIFORNIA	Mono County
DEPARTMENT OF TRANSPORTATION	( My X 3 00.
By DanielBui	By Laly Eilling
HQ Area Engineer	Tony Dublino - Public Works Director
Chief, Office of Project Implementation	Mono County
Division of Local Assistance	Representative Name & Title
	(Authorized Governing Body Representative)
Date _ 7/28/2021	Date <u>07/27/2021</u>

### **EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM**

- 1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
- 2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
- 3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
- 4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
- 5. Remedies for Willful Violation:
- (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.
- (b) For willful violation of this Fair Employment Provision, STATE shall have the right

to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

# BOARD OF SUPERVISORS COUNTY OF MONO P.O. BOX 715, BRIDGEPORT, CA 93517

Scheereen Dedman 760-932-5408 sdedman@mono.ca.gov Acting Clerk of the Board VACANT
Assistant Clerk of the Board

# REGULAR MEETING of July 6, 2021

MINUTE ORDER M21-149 Agenda Item 5F

TO: Public Works Engineering

SUBJECT: Long Valley Streets Project

- 1) Approve the attached bid package and authorize the Public Works Department to advertise the project for bids.
- 2) Authorize the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount less than or equal to allotted project funds of \$2,550,000.
- 3) Authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority.
- 4) Authorize the Public Works Director to reject all bids if no bid is received that is less than or equal to allotted funds.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-149



### R24-

A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS, STATE OF CALIFORNIA,
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 00000A493
UNDER MASTER AGREEMENT ADMINISTERING AGENCY – STATE
AGREEMENT FOR STATE-FUNDED PROJECTS NO. 09-5497S21
FOR THE MONO COUNTY SYSTEMIC SAFETY CURVE SIGNAGE PROJECT
STATE PROJECT NO. HSIPSL 5947(069)

WHEREAS, consistent with Highway Safety Improvement Program (HSIP) Guidelines, Mono County has been allocated State funds to be utilized for the installation of curve warning signs, chevrons, and other road signage on Lower Rock Creek Road, Benton Crossing Road, Convict Lake Road, Lundy Lake Road, Twin Lakes Road, and Eastside Lane; and,

**WHEREAS,** the Mono County Systemic Safety Curve Signage Project was programmed in Cycle 10 of the HSIP program in 2020, and has been included in the 5-Year Road Capital Improvement Program as a priority road safety project; and,

**WHEREAS,** in order to receive said funding, the County must approve and process a "Program Supplement Agreement" and designate a County Official to execute and process said documents.

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

**SECTION ONE**: The Board of Supervisors has reviewed and hereby approves Program Supplement Agreement No. 00000A493 for the Mono County Systemic Safety Curve Signage Project and hereby adopts and incorporates Program Supplement Agreement No 00000A493 into

1	the existing Master Agreement Administering Agency – State Agreement for State Funded				
2	Projects No. 09-5947S21 which was executed July 28, 2021; and,				
3	SECTION TWO: The Mono County Director of Public Works is hereby designated as				
4	the County Official authorized to execute and process the afore-referenced documents; and to				
5	execute and process future requests of this nature which will lead to the timely reimbursement of				
6	County funds associated with this project.				
7					
8	BE IT FURTHER, RESOLVED, that the Mono County Board of Supervisors				
10	<b>PASSED, APPROVED</b> and <b>ADOPTED</b> this 14th day of May, 2024, by the following vote, to wit:				
11	AYES:				
12	NOES:				
13 14	ABSENT:				
15	ABSTAIN:				
16					
17					
18	/// ////				
19					
20					
21	John Peters, Chair				
22	Mono County Board of Supervisors				
23	ATTEST: APPROVED AS TO FORM:				
24	ATTEST. AFFROVED AS TO FORM.				
<ul><li>25</li><li>26</li></ul>					
27					
28	Clerk of the Board County Counsel				
29					
30					
31					
32					



### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** May 14, 2024

**Departments: County Administrative Office** 

TIME REQUIRED

SUBJECT Approval of Updates to Existing

County Job Descriptions and

Changes to the Allocation List

PERSONS APPEARING BEFORE THE

BOARD

### **AGENDA DESCRIPTION:**

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

Approval of updates to existing County Job Descriptions and changes to the Allocation List; and request the Board of Supervisors direct the County Administrative Officer or designee to approve future updates to existing County Job Descriptions.

### **RECOMMENDED ACTION:**

Approval of updates to existing County Job Descriptions and changes to the Allocation List; and request the Board of Supervisors direct the County Administrative Officer or designee to approve future updates to existing County Job Descriptions.

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Christine Bouchard

PHONE/EMAIL: 5414 / cbouchard@mono.ca.gov

### **SEND COPIES TO:**

HR

### MINUTE ORDER REQUESTED:

▼ YES □ NO

### ATTACHMENTS:

#### Click to download

- Human Resources Director Description
- Management Analyst Description
- Appraiser Aide Description

- Social Worker Supervisor II Adult Services Description

#### History

Time	Who	<b>A</b> pproval
5/7/2024 9:36 AM	County Counsel	Yes
5/8/2024 4:10 PM	Finance	Yes
5/9/2024 11:01 AM	County Administrative Office	Yes

# MONO

# COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

#### **BOARD OF SUPERVISORS**

<u>CHAIR</u>

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District I Rhonda Duggan / District 2 Bob Gardner / District 3 COUNTY DEPARTMENTS

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun ANIMAL SERVICES Chris Mokracek "Interim" BEHAVIORAL HEALTH

COMMUNITY DEVELOPMENT

Wendy Sugimura
COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL Stacey Simon, Esq.

Robin Roberts

ECONOMIC DEVELOPMENT leff Simpson

EMERGENCY MEDICAL SERVICES Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson INFORMATION TECHNOLOGY Mike Martinez

PROBATION Karin Humiston PUBLIC WORKS

Paul Roten

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: May 14, 2024

Re: Approval of updates to existing County Job Descriptions and changes to the Allocation List; and request the Board of Supervisors direct the CAO or designee to approve future updates to County Job Descriptions.

#### **Strategic Plan Focus Area(s) Met**

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

#### **Discussion**

Over the past few months, the Human Resource staff has been reviewing and updating existing job descriptions. Currently there are various versions and there is a need to create one official document for each one. To formalize our processes and have consistency we have updated these job descriptions to meet the actual tasks of the job as well as meeting the needs of the departments. Below is a list of the descriptions included in this board item.

- Human Resources Director
- Management Analyst
- Appraiser Aide
- Adult Social Services Supervisor I/II

Staff is requesting the Board give authority to the CAO or designee to continue updating all County Job Descriptions moving forward. These updates and changes would only bring legal compliance and make minor changes to align with the actual tasks of the positions. In the event changes need to be made to the allocation list or a job description needs to be added or deleted, staff would bring these items forward for Board consideration. In addition to approval of the updates to the job descriptions, staff is requesting the Board approve a change in the allocation list from Chief People Officer to Human Resource Director. The salary matrix already reflects the correct salary for the Human Resource Director.



#### R24-

# A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS IN THE COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

**WHEREAS**, the Allocation List identifies approved vacancies for recruitment and selection by Community Development Department and implements collective bargaining agreements related to job classifications and pay rates; and

**WHEREAS,** the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

**WHEREAS**, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes all within the Department of Community Development:

Eliminate the allocation of one full-time permanent Administrative Services Specialist salary range MCPE 69 (new total: Zero),

Add the allocation of one full-time permanent Fiscal and Administrative Services Officer I/II salary range MCPE 75/79 (new total: One).

- 1 -

1	PASSED, APPROVED and ADOPTED this	day of, 2024,
2	by the following vote, to wit:	
3	AYES:	
4	NOES:	
5	ABSENT:	
6	ABSTAIN:	
7		
8		
9		
10		John Peters, Chair
11		Mono County Board of Supervisors
12	ATTEST:	APPROVED AS TO FORM:
13		11110 / 22 110 1 0 1 0 1 0 1 0 1
14		
15		
16	Clerk of the Board	County Counsel
17		
18 19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
1	- 2 -	



#### DIRECTOR OF HUMAN RESOURCES

FLSA: Exempt EEO Category: 1
BOS Approval Date: Salary Range:

#### **DEFINITION**

Under administrative direction of the County Administrative Officer, plans, organizes, coordinates and directs the County's personnel programs, classification and compensation, recruitment and selection, employer-employee relations, labor negotiations, benefit administration, affirmative action and employee development functions, and other personnel management functions. Provides expert professional assistance to County Administrative Officer, Board of Supervisors, other County department heads and employees. Under general direction, performs a variety of complex, professional and analytical activities in support of assignments.

#### **DISTINGUISHING CHARACTERISTICS**

This single position, at-will, classification is characterized by the director level responsibility to manage and direct a full-service integrated personnel system and demands a high level of skill, knowledge, and ability in all aspects of human resources. The work requires initiative, judgment, discretion and the ability to make independent decisions in recommending, implementing, and administrating County personnel rules, policies, and procedures in compliance with legal requirements. Emphasis is placed on overall leadership and management skills in developing and implementing personnel program objectives, and in guiding/directing the organization in a manner that achieves policy goals of the county and integrates programs and employees in the most efficient means within available resources. Requires creative ability, resourcefulness and discriminating judgment in the analysis and solution of complex problems and the ability to make technical decisions on specialized and complex matters.

#### **REPORTS TO**

County Administrative Officer.

#### **CLASSIFICATIONS DIRECTLY SUPERVISED**

May supervise full or part-time FTS series, Human Resources Specialist/Generalist or related classification.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

<u>Include, but are not limited to the represented duties below. These are not to be construed as exclusive or allinclusive. Other duties may be assigned.</u>

#### **Human Resources**

- Gather information and assess resources to coordinate all human resource functions under the Human Resource Department. Perform record-keeping, review of employment practices, review HR policies and procedures. Establish departmental budget, goals, and objectives.
- Develop, implement, interpret, monitor, and administer policies and procedures in accordance with state and federal regulations.

Human Resources Manager-Page 1 of 4

- Perform employment related activities such as test development, recruitment, screening, and other selection processes. Ensure compliance with affirmative action and equal employment opportunity laws.
- Determine job classification and groupings, FLSA exemption status, recommend salary levels substantiated by internal and external analysis. Assist departments to define essential functions through job analysis and the development of position descriptions. Conduct research and salary surveys to recommend salaries to the County. Administer and maintain annual salary schedules, reclassifications, and cost of living adjustments. Direct the County in the development and implementation of a county-wide class/comp plan.
- Advise employees and managers regarding effective employment relationships. Directs employee surveys on job-related issues, summarizes and analyzes data and prepares reports. Investigates and recommends direction of disciplinary actions, complaints, grievances, etc. for employing officials.
- Participate in labor contract negotiations. Prepare management resources for negotiations by gathering information, resources and proposals. Provide contract administration and interpretation, provide employees and supervisors with assistance on provisions of contracts and labor relation issues.
- Develop, coordinate, and conduct staff training and development programs for all personnel functions, management principals, rules, policies and procedures. Oversee new employee on-boarding
- Confer with department heads concerning HR planning, organizational development and goal setting with periodic assessments of progress and attainment.
- Participate in the County strategic planning process. Be a full business partner by supporting the County mission.
- Responsible for the supervision, productivity, professionalism, and discipline of the human resources department staff.
- Represent the department in meetings with representatives of governmental agencies, professional and business organizations, employee organizations and the public.
- Develop and present Board agenda items as required.
- Monitor and implement Human Resource compliance programs as mandated by the state, federal and court case decision/opinion; prepare a variety of personnel related presentations and reports.
- Responds to public inquiries and concerns.
- Conduct interactive process meetings to assure ADA compliance.
- Perform special projects as assigned by the County Administrative Officer and/or Board of Supervisors.
- Build and maintain positive working relationships with co-workers, Union leaders, other County employees and the public.

#### **KNOWLEDGE AND ABILITIES**

#### Knowledge of:

- Thorough knowledge of principles, practices and techniques of public sector personnel administration including recruitment and selection, affirmative action, classification, job analysis, compensation and employee development.
- Thorough knowledge of the principles and practices of labor relations in the public agency setting, including effective negotiating techniques.
- Administrative principles and methods, including goal setting, program development and implementation and employee supervision.
- Federal, state and local laws, court case opinion/decision, rules and regulations governing human

resources administration and employer/employee relations.

- Principles and practices of budget development and administration.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Employee onboarding and offboarding processing and associated records.
- Knowledge of benefit administration.
- Computer based software and programs for human resources processing.
- Principles of leadership, supervision, training and performance evaluation.
- Principles and practices of analysis and evaluation of programs, policies and operational needs.
- Principles and practices of conducting investigations.
- Modern office practices and equipment.

#### Ability to:

- Plan, organize, and administer the operations of a broad, centralized human resources program.
- Select, train, motivate and evaluate assigned staff.
- Negotiate effectively with varied groups and individuals. Thorough knowledge of labor contract administration.
- Develop, implement and interpret goals, objectives, policies, procedures, work standards and internal controls.
- Implement a computer based program for human resources processing.
- Analyze complex problems, evaluate alternatives and make creative recommendations.
- Prepare clear, concise and complete reports, correspondence and other written materials.
- Exercise sound independent judgment within general policy guidelines and legal constraints.
- Ability to be a positive leader with experience leading, facilitating, teaching and coaching teams of people in successful endeavors.
- Maintain confidentiality.
- Ability to communicate effectively orally and in writing. Ability to speak effectively before groups, maintain a good public image.
- Ability to represent Mono County in all forums and gatherings.
- Ability to establish and maintain effective working relationships with County officials, other local governmental officials, employees and the public.
- Analyzing and interpreting a variety of complex insurance, medical and legal documents.
- Analyzing, investigating and evaluating program results relating to objectives and policy guidelines.
- Preparing and administering program budgets.
- Successfully communicating and working with all levels of the line staff, departmental management and Board of Supervisors.
- Ability to act and think strategically.

#### **Education and Experience:**

Any combination of training and experience, which would provide the required knowledge and abilities, is

qualifying. A typical way to obtain the required knowledge and abilities might be:

- Bachelors degree from an accredited college or university in human resource management or a related field or a demonstrated equivalent in formal education and experience.
- Five or more years of progressively responsible experience in a human resources department, preferably in the public sector. Three (3) years of which must have been in a supervisory capacity.
- Demonstrated expertise in communications and interpersonal skills.

#### PHYSICAL DEMANDS AND WORKING CONDITIONS:

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 15 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from a computer system.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually quiet.

#### **Special Requirements:**

Possession of a valid driver's license in California.

(Revised 04.29.2024)



## **Management Analyst I-II-III**

FLSA: Exempt EEO Category: 2

BOS Approval Date: Salary Range: 109/112/115

#### **DEFINITION**

Under general supervision and direction performs a full range of complex, responsible, and varied professional, analytical, financial, systems, statistical, programmatic, management, policy, and/or other administrative analyses duties in providing highly responsible staff support that works closely with managers and other upper management throughout the organization within the County; develops, presents, and implements plans, programs, and recommendations for the Board of Supervisors, advisory committees and commissions; and provides staff support to upper level management..

The Management Analyst series consists of three management level classes. These classes perform a variety of complex administrative studies and analyses relating to operating procedures and practices, organizational and budgetary requests, and/or operational issues of assigned County departments, and recommend appropriate course of action. Positions allocated to the Management Analyst series are responsible for establishing, interpreting, and carrying out overall County wide policies and procedures, along with the development of policies and procedures for program accomplishment and/or the supervision of the implementation of County policies and programs. M

Under general direction and depending on the assigned area, performs a variety of analytical and administrative duties in support of finance, administration or programmatic functions; conducts studies and research; participates in special projects; prepares a variety of financial and statistical reports; oversees specialized administrative or program areas; administers grant funding and submits grant reports; ensures work quality and adherence to established policies and procedures; provides administrative support and staff assistance to department staff, boards, and committees; and performs related work as required. Assignment to a specific classification within this series is dependent on a variety of factors including the needs of the department. The Management Analyst series consists of three management level classes used throughout the county.

Assignment to a specific classification within this series is dependent on a variety of factors including the needs of the department, the complexity and/or diversity of tasks and responsibilities and level of oversight received or provided.

#### **DISTINGUISHING CHARACTERISTICS**

Management Analyst I – is the trainee and first working level in the series. Incumbents in this class are initially assigned work of a well-defined and limited nature, receiving close supervision while performing tasks of moderate difficulty. All findings and recommendations are subject to final review and approval. As experience is acquired, assignments become more difficult and are performed more independently. Incumbents may be assigned training and lead duties over newer analysts, fiscal, and administrative staff. This classification is designated as an "at will" classification.

Management Analyst II—is the experienced journey level class. Incumbents work under limited supervision and direction and are assigned tasks of greater complexity, sensitivity, and latitude than that of the Management Analyst I. Incumbents may be assigned supervision, training, and lead duties over one or more lower level analysts, fiscal, or administrative staff. As experience, knowledge, skills, and abilities are acquired and utilized, the degree and complexity of duties and responsibilities may correspondingly increase to the Management Analyst III level. However, incumbents may remain at the Management Analyst II level at the discretion of the CAO depending on the scope and level of difficulty of assigned duties and responsibilities, and the needs of the CAO's office. This classification is designated as an "at will" classification.

Management Analyst III— is the advanced level of the Management Analyst series. Incumbents in this class work independently, under general direction, to perform complex management, administrative, financial, budgetary, organizational, systems analysis, problem solving, and dispute resolution. Incumbents may be assigned supervision, training, and lead duties over one or more lower level analysts, fiscal, or administrative staff. Promotion into this classification is at the sole discretion of the CAO and based upon the needs of the department.

#### **DISTINGUISHING CHARACTERISTICS**

Management Analyst I – is the trainee and first working level in the series. Incumbents in this class are initially assigned work of a well-defined and limited nature, receiving close supervision while performing tasks of moderate difficulty. All findings and recommendations are subject to final review and approval. As experience is acquired, assignments become more difficult and are performed more independently. Incumbents may be assigned training and lead duties over newer analysts, fiscal, and administrative staff. This classification is designated as an "at will" classification.

Management Analyst II —is the experienced journey level class. Incumbents work under limited supervision and direction and are assigned tasks of greater complexity, sensitivity, and latitude than that of the Management Analyst I. Incumbents may be assigned supervision, training, and lead duties over one or more lower-level analysts, fiscal, or administrative staff. As experience, knowledge, skills, and abilities are acquired and utilized, the degree and complexity of duties and responsibilities may correspondingly increase to the Management Analyst III level. However, incumbents may remain at the Management Analyst II level at the discretion of the department head and/or elected official depending on the scope and level of difficulty of assigned duties and responsibilities, and the needs of the department. This classification is designated as an "at will" classification.

Management Analyst III— is the advanced level of the Management Analyst series. Incumbents in this class work independently, under general direction, to perform complex management, administrative,

financial, budgetary, organizational, systems analysis, problem solving, and dispute resolution. Incumbents may be assigned supervision, training, and lead duties over one or more lower-level analysts, fiscal, or administrative staff. Promotion into this classification is at the sole discretion of the department head and/or elected official and based upon the needs of the department.

#### SUPERVISION RECEIVED AND EXERCISED

Responsibilities may include direct supervision over assigned staff.

#### **EXAMPLE OF ESSENTIAL DUTIES**

- The following duties are typical for this classification. Incumbents may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.
- Perform administrative and management duties including budget, organizational, staffing, systems, policy, management, procedural, and legislative analysis.
- O Provide assistance in resolving highly sensitive, difficult, and complex operational and administration problems; identify problem areas and issues and propose solutions; plan, organize, coordinate, direct, and/or conduct administrative and/or management studies relating to the activities or operation of the assigned department, office, or program area; conduct complex surveys, research, and analysis on administrative, fiscal, and operational issues; determine analytical techniques and information-gathering processes and obtain required information and data for analysis; analyze alternatives and make recommendations regarding such areas as staffing, policy or procedure modifications; discuss findings with management staff and prepare reports of study conclusions; oversee and assist in the implementation of recommendations.
- Develop, present, and implement plans, programs, and recommendations for the department, and advisory committees and commissions; may serve as staff for various boards, commissions and committees; prepare and present staff reports and other correspondence as appropriate and necessary.
- Review, analyze, and prepare policies and procedures with County-wide impact; advise departments regarding County policies and procedures; assist departments in the establishment of standard management procedures.
- Participate in the budget development process and budget monitoring activities for assigned areas of responsibility; coordinate, forecast, research, prepare, and present assigned operating and capital budget submission; review and analyze budget requests and budget changes considering departmental and County-wide implications of such budget actions and confer with departmental staff regarding fiscal alternatives; create data tracking and reporting systems; monitor monthly status; communicate financial status with management staff.
- Perform the full range of duties involved in the identification, planning, development, and implementation of new and/or modified programs/projects that would promote and enhance the mission, goals, and objectives of the County; oversee or perform the necessary research and analysis to justify the appropriateness of implementing the proposed program/project; prepare presentation materials and background documentation; monitor project success using appropriate tracking and feedback systems.

- Plan, coordinate, implement, promote, and oversee significant programs, projects, and initiatives; oversee and participate in the development and implementation of program/project goals, objectives, policies, procedures, and priorities; oversee and participate in the development and implementation of strategies and workplans for the achievement of these goals.
- Ensure that assigned program/project activities and services comply with relevant federal, state, and local laws, policies, and regulations; research laws and other regulatory requirements governing governmental operations.
- Coordinate assigned services and program/project activities with those of other County programs, functions, departments and staff, boards, committees, and task forces as well as external agencies, groups, and the general public to ensure effective cooperation consistent with optimal efficiency, effectiveness, and economy; coordinate data, resources, and work products as necessary and upon request in support of a productive and positive working environment; represent the assigned area to public and private groups, organizations, and other County groups; provide information and assistance as appropriate; respond to inquiries on policy and procedure from departments, other governmental agencies and the public.
- Prepare narrative and statistical reports, correspondence, spreadsheets, and graphics using automated techniques for the Board of Supervisors and the County Administrative Officer; make oral presentations to the Board of Supervisors and other boards, commissions, and committees.
- Perform the full range of duties involved in researching, negotiating, and monitoring assigned contracts and agreements; ensure work is performed in compliance with contracts and agreements.
- Act as the County's representative and liaison with various federal, state, and local public agencies and with business, professional and community organizations.
- Attending and participating in professional group meetings; stays informed of new trends and innovations in the fields of business and public administration and issues related to field of expertise.
- May direct the work of assigned professional and support staff on a project or day-to-day basis.
- Perform related duties as required.

#### **TYPICAL QUALIFICATIONS**

#### **Knowledge of:**

- Principles and practices of public administration.
- Organization, services, operations, functions, and administrative structure of public agencies, including the role of an elected Board; legal mandates of County government.
- Organization, function, and problems of county government, including government, board, and legislative processes.
- Operational characteristics, services, and activities of assigned program area. Principles and practices of budget preparation and administration.
- Finance and accounting systems including government finance and budgeting procedures.
   Methods and techniques of internal auditing.
- o Principles and practices of program development and administration.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment.

- o Principles and practices of contract negotiation, preparation, and monitoring. Principles and applications of critical thinking and analysis.
- o Techniques and formulae for administrative, financial, and comparative analyses.
- Methods and techniques of effective technical, administrative, and financial record keeping, report preparation, and presentation.
- Recent developments, research methods, current literature, and sources of information related to assigned programs and service areas.
- o Terminology used in the area of assignment. Principles of business letter writing.
- o Pertinent federal, state, and local laws, codes, and regulations. Principles and techniques of supervision and training.
- o Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- o English usage, spelling, grammar, and punctuation.

#### Skill to:

- o Perform the full range of complex and difficult professional analytical, programmatic, and administrative duties involving the use of independent judgment and personal initiative.
- Plan, organize, direct, coordinate, and evaluate assigned programs, projects, events, or technical area.
- Oversee and participate in the development and administration of program goals, objectives, and procedures.
- o Lead diverse task forces and workgroups to reach desired goals.
- o Analyze administrative problems, budgets, programs, systems, and procedures to develop effective and comprehensive solutions.
- o Conduct thorough administrative and financial analyses and develop effective recommendations.
- o Collect, evaluate, and interpret varied information and data.
- Research, analyze, and formulate recommendations, work plans, and activities regarding planning, technical, and administrative issues.
- o Analyze complex problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- O Develop policy statements and monitor implementation. Participate in the preparation and administration of budgets.
- o Provide consultation to agency managers on complex operational issues.
- o Prepare clear and concise technical, administrative, and financial reports; prepare clear, accurate and concise tables, schedules, summaries, and other materials in statistical and narrative form.
- Establish and maintain various data collection, record keeping, tracking, filing, and reporting systems.
- o Plan, organize, direct, coordinate, and evaluate assigned programs, projects, events, or technical
- Oversee and participate in the development and administration of program goals, objectives, and procedures.
- o Research, negotiate, manage, and monitor contracts and agreements.
- Understand the organization and operation of the County, assigned program, and of outside agencies as necessary to assume assigned responsibilities.

- Understand, interpret, and apply administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations.
- o Identify and respond to community and organizational issues, concerns, and needs.
- o Coordinate multiple projects and meet critical deadlines; organize and prioritize timelines and project schedules in an effective and timely manner.
- o Plan, schedule, and review the work and performance of assigned staff in a manner conducive to proficient performance and high morale may be required for some positions.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Exercise initiative, ingenuity, independent analysis, and judgment in solving difficult and complex administrative, managerial, and technical problems.
- o Make presentations and effectively represent the Board of Supervisors, County Administrative Officer, and the County before community groups and the public.
- Operate a variety of office equipment including personal computers and related peripheral equipment and software applications.
- o Communicate clearly and concisely, both orally and in writing.

#### Ability to:

- Work primarily in a standard office setting with required driving to locations within the county and state. Work extended hours including evenings and weekends.
- Stand or sit for prolonged periods of time. Stoop, bend, kneel, crouch, reach, and twist.
- Lift, carry, push, and/or pull objects up to 25lbs.
- Use repetitive hand movement and fine coordination including using a computer keyboard.
- Verbally communicate to exchange information.
- Establish and maintain effective working relationships with those contacted in the course of work.

#### **EXPERIENCE AND EDUCATION**

Any combination of education and experience that would likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

#### Management Analyst I

#### Experience:

Three years of some professional level administrative and management analysis experience is desirable.

#### Education:

A bachelor's degree in public policy, public administration, business administration, economics or a related field that includes a curriculum of economics, statistics, public finance, policy analysis, is desirable.

License or Certificate:

Possession of a valid driver's license.

#### **Management Analyst II**

#### Experience:

Two years of responsible experience performing administrative, analytical, budgetary, fiscal, policy or program work requiring analysis and interpretation of data at a level comparable to a Management Analyst I with Mono County.

#### Education:

A bachelor's degree in public policy, public administration, business administration, economics or a related field that includes a curriculum of economics, statistics, public finance, policy analysis, is desirable.

License or Certificate:

Possession of a valid driver's license.

#### Management Analyst III

#### Experience:

Four years of progressively responsible experience performing local government administrative, analytical, budgetary, fiscal, policy or program work requiring analysis and interpretation of data including at least two years at a level comparable to a Management Analyst II with Mono County while consistently demonstrating a high level of proficiency with the most difficult and complex duties of the Management Analyst II classification.

#### Education:

A Bachelor's degree in public policy, public administration, business administration, economics or a related field that includes a curriculum of economics, statistics, public finance, policy analysis, is desirable.

License or Certificate:

Possession of a valid driver's license.



### **APPRAISER AIDE**

FLSA: Non-Exempt EEO Category: 5

BOS Approval Date: Salary Range: 64 (MCPE)

#### **DEFINITION**

Under immediate supervision, performs a variety of specialized clerical and technical work in support of Appraiser professional staff; performs related duties as required.

#### **DISTINGUISHING CHARACTERISTICS**

The Appraiser Aide class is a bridge classification into the professional Appraisal field. Incumbents provide assistance in the appraisal of property and determinations of change in ownership and evaluation/implementation of exemption applications.

#### REPORTS TO

Chief Appraiser or designee.

Assistant Assessor or designee.

#### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

#### **EXAMPLES OF DUTIES**

Duties may include but are not limited to the following:

Research deed information, Preliminary Change in Ownership Report forms, Change of Ownership Statements, and determine reappraisable events. Conducts research in making determinations in Prop 58 and Prop 19 events.

Interpret written legal descriptions for physical property and translate said descriptions into Assessor's Parcel Numbers; Search recorded deeds and surveys to determine correct locations and descriptions of properties.

Provide information to the public regarding map changes, deeds, title searches, and other matters; Analyze recorded and unrecorded deeds, unrecorded contracts of sale, and permits from the U.S. Forest Service to derive the correct Assessor's Parcel Number; Locate, explain, and interpret technical descriptions of property contained in deeds and assessor's records.

Process any applicable exemptions, including the Homeowner's Exemption and others.

May provide assistance to appraisal staff in the performance of a variety of routine tasks involved in the appraisal of real or personal property. Assembles records, forms, and completes preparation work for review by other appraisal staff.

May participate in field inspections of land, structures, and improvements, such as decks, awnings, sheds, and garages; may assist appraisers in the inspection of larger, more complex properties as necessary.

Under direction, may gather a variety of data necessary to describe property to be appraised; obtain information regarding costs; and perform a variety of other clerical tasks in support of appraisers.

Respond to verbal and written inquiries and provides information regarding appraisal procedures and related matters; prepares routine correspondence and coordinates with other agencies. Assists in the completion of appraisal records, performing and verifying calculations according to established procedure.

#### TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; ability to walk in uneven terrain for extended periods; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and E-fax facsimile machines.

#### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; frequent contact with staff and the public.

#### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

Function and general operation of a County Assessor's office;

- Basic mathematics, including ratios, fractions, and percentages;
- General terminology and concepts of appraisal methods;
- Revenue and Taxation Administrative Rules

#### Ability and willingness to:

- Learn assessment practices and procedures relating to clerical activities
- Ability to conduct routine research, collect, assemble, process, and record data related to property values.
- Learn to assemble and analyze statistical and narrative information.
- Prepare and maintain records and reports.
- Make mathematical calculations quickly and accurately.
- Speak and write effectively.
- Understand and carry out oral and written directions.
- Operate various equipment such as a computer.
- Maintain effective communications and good relations with the public.
- Establish and maintain cooperative working relationships.

#### **Training and Experience:**

Any combination of training and experience, which would likely provide the required knowledge and abilities necessary for satisfactory job performance.

#### **Special Requirements:**

Possession of a driver's license valid in California.
 Possession of a valid driver's license

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Not all duties are necessarily performed by each incumbent. Additionally, incumbents will be required to follow instructions and to perform other job-related duties as may be required.

Revised 03/2024



# Social Worker Supervisor I Adult Services (non-CalHR position)

FLSA: Exempt EEO Category:
BOS Approval Date: Salary Range: 77

#### **DEFINITION**

Under general direction, the Social Worker Supervisor I plans, organizes, and directs the work of social service staff providing social services and conservatorship services; and performs other related work as assigned. The position involves staff development and training duties.

Incumbents supervise a team of caseworkers in specific programs (which may include Adult Protective Services, Child Welfare Services, In-Home Supportive Services, Senior Services, Resource Family Approval, and the Office of the Public Administrator/Guardian). These programs are complex and sensitive in nature. The Supervisor will be responsible for coaching, mentoring, and training the team of Social Workers who are responsible for case management across various program areas. The Adults Services Supervisor will work closely with the Child Welfare Supervisor to coordinate assignments, ensure staff are cross-trained, and to ensure after-hours on-call duties are covered.

Performs technical duties as assigned involving conservatorship and/or decedent estates placed under the jurisdiction of the Public Guardian and Public Administrator functions. The incumbent follows general guidelines and procedures, applies provisions of applicable laws in providing client and estate management services by investigating, collecting, inventorying, and disposing of estate assets.

#### **DISTINGUISHING CHARACTERISTICS**

Social Worker Supervisor I differs from Social Worker Supervisor II in that the Supervisor II requires a Master's degree.

#### **CLASSIFICATIONS SUPERVISED**

Social Worker Supervisor I incumbents provide direct supervision to Social Workers (including entry-level and advanced-level Social Workers) and other staff as assigned. The Social Worker Supervisor I reports directly to the Adult Services Program Manager and receives direction from the Program Manager.

#### **EXAMPLE OF ESSENTIAL DUTIES**

Duties may include, but are not limited to, the following:

- Plans, assigns, directs, mentors, coaches and reviews the work of employees providing casework such as adult and child protective services, resource family approval, In Home Supportive Services, and conservatorships
- On-call duties including the supervision of on-call Social Worker staff

- Consults with and guides social workers in providing counseling, support, and guidance to clients with complex or specialized needs
- Reviews and approves applications, court reports, investigation narratives, placements, reports of abuse, and other documents
- May testify in court; supports staff who must testify in court
- Train, evaluate, monitor, and discipline subordinate staff
- Documents and addresses clients' concerns and complaints
- Assists in the development of community resources for all programs
- Assists and participates in the development of in-service training and staff development
- Participates in the development and evaluation of policies and procedures
- Represents the department at interagency meetings, conferences, and community groups
- Discusses or interprets regulations, rules, policies, and programs
- Facilitates communication between staff and management; communicates department expectations and activities, policy changes, and regulatory changes; evaluates and recommends service delivery improvements
- Provides social services for sensitive or confidential cases, in the absence of assigned social workers or to meet workload demands
- Establishes and maintains effective working relationships and trust with staff, clients, family members, community organizations and the public; facilitates a work environment favoring teamwork, collaboration and mutual respect
- Prepares for annual reviews and/or audits in various program areas
- Develops and prepares court reports, case plans, case narratives and safety plans and ensures thorough and timely entry of data and notes into electronic and paper case files
- Authorizes the provision of social services and conservatorship services through the department, provides services, and makes referrals to other agency staff and community agencies.
- Ensures all services are delivered in a respectful, culturally-sensitive and appropriate manner and in conformance with agency, state and federal requirements
- Maintains confidential information in accordance with legal standards and/or County regulations; performs all duties in conformance with the National Association of Social Workers (NASW) and California Association of Public Administrators, Public Guardians, and Public Conservators (CA PA|PG|PC) Code of Ethics
- Performs related duties as assigned

#### TYPICAL QUALIFICATIONS

#### **Knowledge of:**

- Functions of public social services agencies and knowledge of best social work practices
- Principles and practices of supervision, training, mentoring, motivating, casework consultation, and peer counseling
- Principles and practices of organization, workload management and time management
- Principles and practices of note taking, report writing, and English composition, grammar, punctuation, and spelling
- Laws, rules, and regulations governing public social services programs and the role and responsibilities of a social worker
- Social, medical, economic, and psychological issues facing vulnerable community members, including victims of abuse, the aging community, and members of historically underrepresented populations
- Trauma-informed practices
- Strategies and protocols surrounding crisis intervention and de-escalation techniques

- Signs, stages and dynamics of abuse, and the effects of abuse on child/adult development and behavior
- Signs and symptoms of alcohol and drug use/abuse in adults and children and the effects on families
- Principles of community organization
- Resources available in the community for referral or utilization in employment or social service programs

#### Ability to:

- Exercise sound judgment when organizing, directing, and prioritizing unit activities
- Select, train, coach, supervise, evaluate, and discipline subordinate staff
- Mentor, counsel, and collaborate with staff and foster an environment of teamwork, mutual respect and professionalism
- Classify case problems and evaluate the effectiveness of effort in solving problems.
- Apply effective interpersonal and interviewing skills
- Develop and maintain effective working relationships with agency staff, clients, and outside organizations
- Make oral and written presentations clearly and concisely
- Analyze a situation accurately and adopt an effective course of action
- Maintain confidentiality in accordance with legal standards and/or county regulations
- Act effectively in stressful situations
- Interact professionally and respectfully with clients including difficult, hostile, or distressed clients
- Respect cultural differences
- Use computers and related software packages

#### TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment; including computer, telephone, calculator, copiers, and FAX.

#### **TYPICAL WORKING CONDITIONS**

Work is performed in office, client homes, community environments, and Court. Working remotely from home may be approved on a limited basis. Continuous contact with staff, colleagues, and the public. An incumbent may be required to drive in remote areas of the county in all weather conditions.

#### **EXPERIENCE AND EDUCATION**

Minimum Qualifications

Pattern 1: Three (3) years of full-time experience performing social work case management duties\*;

(Substitution: One year of graduate work in social work or counseling may substitute for one year of the required experience.)

#### OR

**Pattern 2:** Two years of full-time experience performing social work case management duties plus one year of full-time experience in a managerial/supervisory role.

#### OR

**Pattern 3:** One year of full-time experience performing social work case management duties plus two years full-time experience in a managerial/supervisory role.

\*Qualifying social work case management includes direct case work management, such as: assessment, evaluation; conducting investigations of abuse and neglect; preparing court reports; responsibility for a long term caseload, monitoring compliance through home calls and other personal contact; collaboration with other agencies and linking clients to resources and programs; development of a case plan, modification of case plans as needed/required; and authority to impose sanctions or implement actions that impact services.

#### **Special Requirements:**

Possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis.



# Social Worker Supervisor II Adult Services (non-CalHR position)

FLSA: Exempt EEO Category:
BOS Approval Date: Salary Range: 79

#### **DEFINITION**

Under general direction, the Social Worker Supervisor II plans, organizes, and directs the work of social service staff providing the most advanced social services and conservatorship services; and performs other related work as assigned.

Social Worker Supervisor II requires a Master's degree. Incumbents supervise a unit of caseworkers in specific programs (which may include Adult Protective Services, Child Welfare Services, In-Home Supportive Services, Senior Services, Resource Family Approval, and the Office of the Public Administrator/Guardian) identified as having a high proportion of complex and sensitive casework needs. The Social Worker Supervisor II is assigned to programs or staff positions that require extensive casework knowledge. The position involves staff development and training duties.

Depending on assignment, performs social and fiscal case management for clients under probate and LPS conservatorships, estate management by investigating, collecting, inventorying, and disposing of estate assets and assists in administering the business affairs of estates in probate. Performs technical duties and related duties as assigned involving conservatorship and/or decedent estates placed under the jurisdiction of the Public Guardian and Public Administrator functions. Assignments may vary in any of the two areas: Public Guardian and Public Administrator. The incumbent follows general guidelines and procedures, applies provisions of applicable laws in providing client and estate management services.

#### **DISTINGUISHING CHARACTERISTICS**

Social Worker Supervisor II differs from Social Worker Supervisor I in that the former requires a Master's degree, and is responsible for supervising and training both entry-level and advanced-level Social Workers.

#### **CLASSIFICATIONS SUPERVISED**

Social Worker Supervisor II incumbents provide direct supervision to Social Workers (including entry-level and advanced-level Social Workers) and Social Worker Assistant staff; and, other staff performing conservatorship duties, as assigned. Social Worker Supervisor II receives direction from a Program Manager or other management level classification.

#### **EXAMPLE OF ESSENTIAL DUTIES**

#### Duties may include, but are not limited to, the following:

- Plans, assigns, directs, mentors, coaches and reviews the work of employees providing the most advanced or complex casework such as adoptions, protective services, resource family approval, and conservatorships
- On-call duties including the supervision of on-call Social Worker staff
- Consults with and guides social workers in providing counseling, support, and guidance to clients with complex or specialized needs
- Reviews and approves forms, applications, court reports, placements, reports of abuse, and other
  - documents to verify information or determine proper course of action; reassesses and modifies case plans
- May testify in court; supports witnesses and victims who must testify in court
- Selects, trains, evaluates, and disciplines subordinate staff
- Documents and addresses clients' concerns and complaints
- Assists in the development of community resources for all programs
- Assists and participates in the development of in-service training and staff development programs
- Evaluates the effectiveness of policies and procedures
- Represents the social services department at conferences and addresses community groups
- Discusses or interprets regulations, rules, policies, and programs to clients, applicants, staff and the general public
- Facilitates communication between staff and management; communicates department expectations and activities, policy changes, and regulatory changes; evaluates and recommends service delivery improvements
- Provides social services for sensitive or confidential cases, in the absence of assigned social workers or to meet workload demands
- Participates or intercedes in interviews to defuse hostile or angry clients; obtains information on personal issues in difficult or emotional situations; explains decisions or recommendations to clients and family members
- Establishes and maintains effective working relationships and trust with staff, clients, family members, community organizations and the public; collaborates with service providers; facilitates a work environment favoring teamwork, collaboration and mutual respect
- Provides peer support for coworkers facing case related stress
- Maintains written chronological narrative reflecting personal or other contacts with the client
  and reasons for the social worker's actions; prepares and maintains case records and databases;
  communicates decisions, timelines, recommendations and case plans to clients, families and
  service providers
- Prepares for annual reviews and/or audits in various program areas
- Enters and retrieves information from a automated computer systems and databases
- Researches information using the Internet and computer resources.
- Develops and prepares court reports, case plans, case narratives and safety plans and ensures

- thorough and timely entry of data and notes into electronic and paper case files
- Authorizes the provision of social services and conservatorship services through the department, provides services, and makes referrals to other agency staff and community agencies.
- Ensures all services are delivered in a respectful, culturally-sensitive and appropriate manner and in conformance with agency, state and federal requirements
- Maintains confidential information in accordance with legal standards and/or County regulations; performs all duties in conformance with the National Association of Social Workers (NASW) and California Association of Public Administrators, Public Guardians, and Public Conservators (CA PA PG PC) Code of Ethics
- Performs related duties as assigned

#### **TYPICAL QUALIFICATIONS**

#### **Knowledge of:**

- Principles and practices of supervision, training, mentoring, motivating, casework consultation, and peer counseling
- Principles and practices of organization, workload management and time management
- Principles and practices of note taking, report writing, and English composition, grammar, punctuation, and spelling
- Functions of public social services agencies and the principles of public social service administration
- Laws, rules, and regulations governing the operation of public social services agencies and the role and responsibilities of a social worker
- Medical, legal, economic, and social management needs of individuals and families with special medical needs such as HIV disease, drug dependency, the medically fragile child, Alzheimer's, trauma, and the terminally ill
- Strategies and protocols surrounding crisis intervention techniques such as voice modulation and assessing the potential for suicide
- Psychopathology, the different types of mental illness diagnoses, how mental illness affects human behavior and mental health services and treatments utilized by clients
- Signs, stages and dynamics of abuse, and the effects of abuse on child/adult development and behavior
- Signs and symptoms of alcohol and drug use/abuse in adults and children and the effects on families
- Standards for maintaining clients safely in the home; options for placement; effects of removing clients from unsafe situations
- Principles and methodologies of social research, analysis, problem solving, and decision making
- Principles, methods, and resources in the field of public health, mental hygiene, education, correction and rehabilitation as they relate to public social service
- Principles of community organization
- Resources available in the community for referral or utilization in employment or social service programs

#### Ability to:

- Exercise sound judgment when organizing, directing, and prioritizing unit activities
- Select, train, coach, supervise, evaluate, and discipline subordinate staff
- Mentor, counsel, and collaborate with staff and foster an environment of teamwork, mutual respect and professionalism
- Classify case problems and evaluate the effectiveness of effort in solving problems.
- Apply effective interpersonal and interviewing skills
- Develop and maintain effective working relationships with agency staff, clients, and outside organizations
- Make oral and written presentations clearly and concisely
- Analyze a situation accurately and adopt an effective course of action
- Maintain confidentiality in accordance with legal standards and/or county regulations
- Recognize signs of abuse for children, elderly and dependent adults; assess risk factors and potential dangers to clients
- Act effectively in stressful situations
- Interact professionally and respectfully with clients including difficult, hostile, or distressed clients
- Respect cultural differences
- Use computers and related software packages

#### TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment; including computer, telephone, calculator, copiers, and FAX.

#### **TYPICAL WORKING CONDITIONS**

Work is performed in office, client homes, community environments, and Court. Working remotely from home may be approved on a limited basis. Continuous contact with staff, colleagues, and the public. An incumbent may be required to drive in remote areas of the county in all weather conditions.

#### **EXPERIENCE AND EDUCATION**

Minimum Qualifications

Pattern 1: Two (2) years of full-time experience performing duties of a non-Master's-level Social Worker position; **AND** A Master's degree in Social Work, Public Administration, or related degree, from an accredited college or university or a Master's degree from an accredited two (2) year counseling program.\*

OR

Pattern 2: One (1) year of full-time experience performing duties of a Masters-level Social Worker

position; **AND** A Master's degree in Social Work, Public Administration, or related degree, from an accredited college or university or a Master's degree from an accredited two (2) year counseling program.\*

#### OR

Pattern 3: Four (4) years of full-time experience performing social work case management duties;\*\* **AND** A Master's degree in Social Work, Public Administration, or related degree, from an accredited college or university or a Master's degree from an accredited two (2) year counseling program.\*

- \* In addition to a Master's degree in Social Work or Public Administration, other related Master's degrees that are likely to be considered include: Marriage and Family Therapy, Clinical Counseling, Mental Health Counseling, Addiction Counseling, Gerontology and Counseling Psychology, and Public Health.
- \*\*Qualifying social work case management includes direct case work management, such as: assessment, evaluation; conducting investigations of abuse and neglect; preparing court reports; responsibility for a long term caseload, monitoring compliance through home calls and other personal contact; collaboration with other agencies and linking clients to resources and programs; development of a case plan, modification of case plans as needed/required; and authority to impose sanctions or implement actions that impact services.

#### **Special Requirements:**

Possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis.



# REGULAR AGENDA REQUEST

■ Print

MEETING DATE May 14, 2024

Departments: Human Resources

**TIME REQUIRED** 

SUBJECT Amending the Allocation List to Add

One Licensed Vocational Nurse and one Epidemiologist in the Health and

Human Services Department

PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

Proposed resolution Amending the Allocation List to Add One Licensed Vocational Nurse and one Epidemiologist in the Health and Human Services Department.

#### **RECOMMENDED ACTION:**

Adopt proposed resolution, Amending the Allocation List to Add One Licensed Vocational Nurse and one Epidemiologist in the Health and Human Services Department.

#### **FISCAL IMPACT:**

Fiscal impact unknown depending on the qualifications of proposed candidates. Department costs estimated to increase by approximately \$244,500, assuming both positions are hired at step A.

**CONTACT NAME:** Christine Bouchard

PHONE/EMAIL: 5414 / cbouchard@mono.ca.gov

#### **SEND COPIES TO:**

#### **MINUTE ORDER REQUESTED:**

Request Allocation change Epidemiologist

☐ YES 
☐ NO

#### **ATTACHMENTS:**

# Click to download D Staff Report D Resolution D LVN Job Description D Epidemiologist Job Description D Request Allocation change LVN

History

TimeWhoApproval5/7/2024 9:26 AMCounty CounselYes5/8/2024 4:48 PMFinanceYes

5/9/2024 10:39 AM County Administrative Office Yes



# COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

#### **BOARD OF SUPERVISORS**

<u>CHAIR</u>

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District I Rhonda Duggan / District 2 Bob Gardner / District 3 COUNTY DEPARTMENTS

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun ANIMAL SERVICES Chris Mokracek "Interim"

BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Stacey Simon, Esq.
ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY Mike Martinez

PROBATION Karin Humiston

PUBLIC WORKS Paul Roten To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: May 14, 2024

Re: Proposed resolution, approval of changes to the allocation to add one Licensed Vocational Nurse and one Epidemiologist in the Health and Human Services Department.

#### Strategic Plan Focus Area(s) Met

A Thriving Economy	Safe and Healthy Communities  Mandated Function
Sustainable Public Land	ls Workforce & Operational Excellence

#### **Discussion**

The Mono County Health and Human Services Department is requesting approval to add one Licensed Vocational Nurse and one Epidemiologist. Currently the department has three limited term Covid Response Team Utility positions and a limited term Epidemiologist position expiring June 30, 2024. The short-term Covid funds will expire however the department wishes to convert of the Covid Response Team Utility positions to a Permanent Full Time Equivalent Licensed Vocational Nurse position to coordinate client and community services to support the goals of the HHS Department. In addition, the department would like to convert the Limited Term Epidemiologist position to a permanent full-time position to serve as a resource and technical consultant on epidemiology to the HHS Department, public health officials, and other local and state community stakeholders. Both positions will be funded through health grants and realignment funds.

The total cost for Epidemiologist is \$170,410, of which \$115,349 is salary and \$55,061 is benefits. The total cost for the Licensed Vocational Nurse is \$130,140, of which \$77,794 is salary and \$58,346 is benefits.



#### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS IN THE DEPARTMENT OF HUMAN RESOURCES

WHEREAS, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes all within the Department of **Human Resources:** 

Eliminate the allocation of one full-time permanent Chief People Officer salary range AT-Will 122 (new total: Zero),

Add the allocation of one full-time permanent Human Resource Director salary range AT-Will 122 (new total: \$166,092),

31 32

6

7

8

9

10

11

12

13

14

15

16

17

18

19 20

21

22

23

24

25

26

1	PASSED, APPROVED and ADOPTED this _	, 2024,
2	by the following vote, to wit:	
3	AYES:	
4	NOES:	
5	ABSENT:	
6	ABSTAIN:	
7		
8		
9		
10 11		John Peters, Chair Mono County Board of Supervisors
12		
13	ATTEST:	APPROVED AS TO FORM:
14		
15		
16	Clerk of the Board	County Counsel
17		·
18		
19		
20		
21		
22		
23		
24		
25		
26		
27 28		
29		
30		
31		
32		
	- 2 -	



### **Licensed Vocational Nurse**

FLSA: Exempt EEO Category:
BOS Approval Date: Salary Range: 70

#### **DEFINITION**

Provide vocational nursing services, basic health related activities and perform less complex medical procedures as directed in various health and human services programs that support community health efforts.

Assignment to a specific classification within this series is dependent on a variety of factors including the needs of the department, the complexity and/or diversity of tasks and responsibilities and level of oversight received or provided.

#### DISTINGUISHING CHARACTERISTICS

Licensed Vocational Nurse is an entry-level nursing position. Incumbents generally report to a medical professional, at a minimum a Registered Nurse, as they do not possess the education or licensing requirements to qualify as a Registered Nurse or Public Health Nurse and provide associated higher-level nursing services.

#### **CLASSIFICATIONS SUPERVISED:**

Responsibilities may include direct supervision over assigned staff. Receives general supervision from assigned supervisory/management staff. May receive technical and functional medical services support from appropriate professional licensed medical staff.

#### **EXAMPLE OF ESSENTIAL DUTIES**

The following duties are typical for this classification. Incumbents may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Assist with activities related to implementation of various health programs. Coordinate client and community services to support the goals of the Department.
- Provide health education, referrals and resources to patients/clients/residents and medical providers.
- Perform STI and pregnancy testing and apply other vocational nursing skills.
- Provide injections, immunizations and medications as directed by physician or senior medical staff. Help to set up, organize, and work annual vaccine clinics.
- May perform a variety of outreach for public health programs.
- May conduct visits to the homes of residents to perform basic nursing, blood pressure checks, well checks, coordination and referrals.
- Develop and maintain effective work relationships with those contacted in the course of work.

- Interview and prepare patients in clinic settings for examination by a senior medical professional.
- Take and chart vital signs, history of complaints, assess needs and perform tests as requested.
- Read charts and other medical records.
- Use of infection control/safety monitoring tools and techniques.
- Deal with bio-hazardous waste containment and removal.
- Keep designated areas stocked with adequate and appropriate supplies.
- May be required to work occasional evenings, weekends and holidays.
- May direct the work of assigned professional and support staff on a project or day-to-day basis.
- Perform related duties as assigned.

#### **TYPICAL QUALIFICATIONS**

#### **Knowledge of:**

- Current principles, techniques and practices of basic nursing services, including the scope of the Vocational Nursing Practice Act.
- Proper venipuncture techniques including the administration of biological immunizations.
- Medical equipment necessary to administer immunizations and treat emergency reactions.
- Medical terminology and record keeping practices.
- Uses and effects of immunizing agents and prescribed medications.

#### Skill to:

- Administer immunizing agents and medications necessary in the event of an emergency reaction to such agents.
- Identify and be responsive to the health needs of clients.
- Remain knowledgeable and proficient in nursing practices through readings, research, professional organizations, academic training, and participation in direct client services.
- Accurately follow both oral and written instructions.
- Organize and prioritize duties and manage time effectively.
- Communicate effectively both orally and in writing with people of various educational, socioeconomic, and cultural backgrounds.
- Work effectively under pressure and in difficult or emergency situations.
- Operate a computer in the completion of assignments.
- Establish and maintain effective working relationships at all organizational levels, as well as with other agencies and the public.
- Demonstrate and maintain a high degree of initiative, maturity, integrity, and good judgment.

#### Ability to:

- Work primarily in a standard office and clinic setting with required driving to locations within the county and state, often in inclement weather Work extended hours including evenings and weekends.
- Stand or sit for prolonged periods of time. Stoop, bend, kneel, crouch, reach, and twist.
- Lift, carry, push, and/or pull objects up to 25lbs.

- Use repetitive hand movement and fine coordination including use of a computer keyboard.
- Verbally communicate to exchange information.
- Establish and maintain effective working relationships with those contacted in the course of work.

#### **EXPERIENCE AND EDUCATION**

Any combination of education and experience that would likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

#### **Experience:**

Two (2) years of responsible licensed vocational nursing experience.

#### **Education:**

Equivalent to an associate degree from an accredited college with major course work in vocational nursing or related field.

#### Required License or Certificate:

Possession of a valid license to practice as a Licensed Vocational Nurse in the State of California.

Possession of a valid California driver's license.

(Revised: 04.24.2024)

MONO COUNTY Date Created: 08/26/20

BARGAINING UNIT: MCPE FLSA: Exempt SALARY RANGE: Level 82A

#### PUBLIC HEALTH EPIDEMIOLOGIST

#### **DEFINITION**

#### A Public Health Epidemiologist:

- Utilizes epidemiologic, statistical and research methodologies and techniques to accomplish epidemiological research and surveillance objectives; plans and designs epidemiological studies; develops and conducts case control studies.
- Analyzes and interprets data (including reviewing, assessing, monitoring case reports, health statistics, demographic information and results of laboratory tests) to identify possible epidemic trends; makes recommendations for strategies and intervention to control contagious and other diseases; advises public health officials regarding potential or active epidemic trends and disease patterns, their characteristics, possible causation and potential remedial actions; may assess the impact of disease control interventions on the status of target populations.
- Prepares and presents oral and written reports describing surveillance data and the outcomes of epidemiological investigations to local, state, and federal public health officials and to the community.
- Serves as a resource and technical consultant on epidemiology to the department, public health officials, and other local and state community providers.
- Coordinates and maintains epidemiological data using information technology including but not limited to epidemiological software applications and comprehensive statistical software.
- Writes research related or grant funding proposals and collateral reports and/or correspondence based on epidemiological hypotheses and findings.

#### **DISTINGUISHING CHARACTERISTICS**

- Demonstrated ability to effectively communicate orally and in writing with public health and healthcare professionals and internal partners.
- Ability to perform data entry, data cleaning, and data quality assessment with attention to detail.
- Knowledge and application of Health Insurance Portability and Accountability Act (HIPAA) requirements and protection of health information.
- Knowledge and skills related to analysis of public health surveillance data.
- High level analytical and problem-solving skills.
- Ability to complete assignments in a timely and efficient manner.
- Ability to prioritize and manage multiple tasks and work independently.
- Demonstrate reliability and integrity.
- Prior knowledge and experience in use of CalREDIE preferred.
- Fluency in spoken English.

## **REPORTS TO**

Public Health Director or designee

## CLASSIFICATIONS DIRECTLY SUPERVISED

May directly supervise staff and provide lead direction to other staff as assigned

## **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

- Respond to special data requests including clarifying race/ethnicity, occupations, and underlying medical conditions of reported COVID-19 cases and deaths.
- Communicate effectively and efficiently with unit and team members via telephone and email.
- Clean data and maintain data quality and completeness.
- Analyze data as requested (e.g., to link birth record and death certificate data to CalREDIE COVID-19 cases to clarify race/ethnicity).
- Assist with the generation of data sets, data visualizations and written and oral reports.
- Be present at meetings, if applicable.
- Participate in conference calls with epidemiology and laboratory partners at CDPH or other local and federal partners as needed.
- Write research related or grant funding proposals and collateral reports and/or correspondence based on epidemiological hypotheses and findings.
- Perform other duties as directed by the Health Director and Health Officer.
- · Collaborate effectively in a team environment.

## TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs; correct hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

## TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; travel within Mono County as required for program implementation; frequent contact with staff and the public. Incumbent may work holidays or hours outside of the normal work schedule infrequently. All Mono County employees are Disaster Service Workers in the event of a disaster.

## **DESIRABLE QUALIFICATIONS**

## **Knowledge of:**

- Modes of disease transmission and epidemic patterns of disease in the community.
- Epidemiological features of infections significant to public health.
- Epidemiological trends and disease patterns, their characteristics, and possible causation.

- Design methodology and statistical methods used in epidemiological studies.
- Use and availability of demographic data; word processing.
- Computer programming and processing methods to generate, organize, and display complex statistical and other research data.
- Current epidemiological and related literature.
- Basic computer and modern office automation technology relevant to department operations computer-based comprehensive statistics, graphics and database software.

## Ability and willingness to:

- Understand and apply pertinent local state rules, regulations and procedures to public health programs.
- Establish and maintain cooperative working relationships with staff; policy makers, public, and other community and public agencies and other local regional, state, and federal agencies.
- Speak in public and be comfortable with people of all ages, cultures, race/ethnicities, socio-economic backgrounds, genders, and temperaments.
- Communicate effectively in both oral and written forms.
- Organize workload and set priorities.
- Work independently as needed.
- Prepare and present reports.
- Maintain and organize records and files.
- Use social media, office equipment and Microsoft software programs
- Support and follow the Public Health Department's goals, guiding principles, and Mission-Vision-Values Statement.

## **Education and Experience**

Possession of a master's degree from an accredited college or university in epidemiology, biostatistics or a related public health field (with a minimum of one year of course work in epidemiology and one year in biostatistics).

## **Special Requirements**

Possession of a valid driver's license

## **County of Mono**

Advan
MONO
C O U N T Y

Request Allocat	tion Change				Fiscal	Year 20	023/2024	
Department: Health and Human Services Date: 04/25/2024						)24		
- ·	ic Health			Contact: Kathy Peterson				
Program:					Phor	ne #: 760-93	7-6518	
					•			
Type of Action Requ								
X Add Position					itle Change	e Fun	d UnFund	
Delete Posit Classification Status		ssification	cnang	e Fund #	Other:	ant <b>Last Nan</b>	ne·	
Classification Status	. IVEW Cla.	Sincation		Current i ositic	Jii i3. Vac	ant <b>Last Ha</b> n	iic.	
Position changes (complete for currently allocated position changes only (marked with * above):								
Current Title:		•				PCN:		
Requested Title: (If a	pplicable)					PCN:		
Requested Position: summary of expected approved through the Bo	d job duties, and if a	_						
Title: Licensed Voc						Effective Date:	e: 05/14/2024 TBD	
Base Salary:	Salary Ste		Salary:		positions:	# Mo	onths Funded in FY:	
70	A-E		\$70,592-\$85	·		Linaita d Tarma F	12	
Position Status:	X Hours per w	/eek: 40		X Regular		Limited Term E	xp:	
Justification, Backg	round Information	and Suppo	rting Docu	mentation (nlea	ise attach):	# of Attacl	hments:	
	sure as LVNs, usin While the short-t nanent Full Time E	g short ter erm Covid quivalent	m Covid f I funds wil	unding to addr I expire, the Do	ess a bro epartmen	ad range of C It wishes to c	Covid response and onvert one of these	
Financial Analysis (i	•	s being req	uested on					
Fiscal Year					g Reimburs	sements		
Expense Type	Total Amount	Offsetting	g Funds	Source				
Salary	\$77,794			Health Grant				
Benefits	\$58,346			Health Grants	s/Realigni	ment		
Operating Costs								
Equipment Costs	¢42C 440							
Grand Total	\$136,140			Net Funds Req	uested			
Budget Assignment Fund # XXX	Function/Activity	# VV	Departme	ont # VVV	0/ of	General Fund	% of Non Gen Fund	
130	41	# ^/	860			)%	100%	
130	41		000	<u> </u>		J/U	20070	
CAO/Human Reso	urces Use Only							
HR Approv		Retur	n to Dept –	· Additional Info Re	quested.	Date:	Initials:	
CAO Approv		+=		Additional Info Re	•	Date:	Initials:	
New Classifications C	Only: BOS		ate/Item #			Approve	d Denied	



## INSTRUCTIONS FOR REQUEST FOR POSITION ALLOCATION CHANGE FORM

Purpose: Every department is required to complete this form when making any change to a position allocation.

## **Instruction Sheet & Definitions:**

**Departmental Information:** Include Division or Program (if applicable) and be sure to include the contact person and their phone number.

**Type of Action Requested:** Check type of action; definitions are below. If type is "other" give brief description of action and detail further in the justification section below. You may select more than one action; for instance title change and change budget # may be appropriate.

- Add Position Addition to allocation of an existing or new classification.
- <u>Delete Position</u> Remove/decrease the allocation of an existing classification.
- Title Change Change the title of an existing classification for one or more positions.
- Change Budget # Change the budget number of an existing position.
- Change Fund #- Change the fund number of an existing position.
- <u>Abolish/Establish</u>: For encumbered and vacant positions. Deletion to allocation of an existing position and addition to allocation of an existing or new classification.
- <u>Reclassification</u> For encumbered positions only. Change the classification of an assigned position based on the recommendation from a classification review or job analysis. Reclassification is used when the employee is transitioning with the position and a competitive process is <u>not</u> involved.

Please mark if it is an existing classification or a new classification then mark if the position is vacant or filled. In the section immediately following ("Last Name") please identify the last name of the current incumbent or if vacant, the previous incumbent.

**Position Changes:** This section is only required for "Abolish/Establish," "Reclassification," "Title Change" and potentially "Other" changes. For identification of the specific position use the position control number (PCN) assigned and established by Human Resources. If you do not have this number please leave the field blank.

**Requested Position:** Complete all requested information, including the allocation effective date and estimated hire date. For Salary Step, use A for all entry-level positions (i.e. Office Assistant) and/or open recruitments and for high level classifications and/or promotional recruitments use Step F. A Departmental Organization Chart must be attached to every form. Please note the type of position. For new classifications: You must attach a brief description of job duties, and if available, the class specification and estimated base salary.

**Justification & Background:** This section must be completed in detail; attach additional sheets if necessary and cite the number of sheets attached.

**Financial Analysis:** Provide first year expenses and offsetting reimbursements, if applicable. These fields are required and if they are omitted the form will be returned to the department. The financial analysis must reflect the total expenses for all positions requested. If you are requesting three positions on this form, the financial analysis must reflect the sum of expenses for ALL of the positions.

Budget Assignments: Complete all fields.

Submit the completed form, an organizational chart, and any applicable attachments to the Human Resources department and the CAO. The CAO may require a meeting with the requesting department.

Once both the CAO and Human Resources have reviewed the form, the requesting department will be notified of the outcome. If the allocation change requires an action by the Board of Supervisors it is the requesting department's responsibility to complete the necessary Staff Reports and/or notify affected employees of the outcome of any actions. A copy of the Staff Report must be provided to the CAO and Human Resources. The requesting department must coordinate these efforts with the Human Resources Department.

## **County of Mono**

Advan
MONO
C O U N T Y

Request Allocat	ion Change	!				Fiscal Y	ear 2	2023	/2024
Department: Health and Human Services Date: 04/25/2024									
<b>Division:</b> Publi			Contact: Kathy Peterson			rson			
Program:					Phone #: 760-937-6518				
-0 -	700 337 0310							310	
Type of Action Requested (check all that apply):									
Add Position		ish/Establish	Reclas	sification		Change	Fui		UnFund
Delete Positi		ge Budget #	Chang						rm to Permanent
Classification Status: Existing New Classification Current Position is: Vacant Last Name: Janoff									
	Position changes (complete for currently allocated position changes only (marked with * above):								
Current Title:		Epidemiologis					PCN:		5-HHS-628-01
Requested Title: (If a	oplicable)	Epidemiologis <sup>1</sup>	t				PCN:	86	5-HHS-628-01
Degraphed Desitions	Current and are	anasad araanisa	tional about	- marriet ha atte	abad F		alassification		rach a briaf
Requested Position: summary of expected	•								
approved through the BC	-	a ii available tile	: class speci	ilcation and t	Sumate	eu base s	salai y. New C	iussiji	cutions must be
					Allo	cation E	ffective Da	te:	05/14/2024
Title: Epidemiologi	st						lire Date:		07/01/2024
Base Salary:	Salary	Step:	Salary	#	of posi			lonth	s Funded in FY:
82	E,		\$115,349		1				12
Position Status:	X Hours p	er week: 40		X Regular		Li	mited Term	Exp:	
Justification, Backgr	ound Informat	tion and Suppo	rting Docu	mentation (	olease a	ttach):	# of Atta	chme	ents:
Convert one MCPI	E <b>Limited Tern</b>	n Equivalent E	pidemiolo	gist positio	n to Pe	rmane	nt Full Tim	e <b>Eq</b> i	uivalent to serve
as a resource and t	echnical cons	ultant on epid	lemiology	to the HHS	Depar	tment,	public hea	lth o	fficials, and othe
local and state con	ımunity stake	holders. This t	term of th	is position i	s set to	expire	June 30, 2	024	, however the
department contin	•			-		-			
transferred from sl			_	~ ~	_		_		-
transferred from 5		ia iulius to on	going rui	ids within t	iic rutt		ubiic fican	iii ai	location.
Financial Analysis (i		tions being req	uested on	-					
Fiscal Year I					ting Re	imburse	ements		
Expense Type	Total Amount	t Offsetting	g Funds	Source					
Salary	\$115,349			PH grant/F					
Benefits	\$55,061			PH grant/I	Realign	ment f	unds		
Operating Costs									
Equipment Costs									
<b>Grand Total</b>	\$170,410			Net Funds I	Request	ted			
<b>Budget Assignment</b>	s								
Fund # XXX	Function/Acti	ivity # XX	Departm	ent # XXX		% of G	eneral Fund	%	of Non Gen Fund
130	56		86	0		09	%		100%
CAO/Human Reso	urces Use On	ly							
HR Approv	ed 🗌 Denie	d Retur	n to Dept -	- Additional Info	Reques	ted.	Date:		Initials:
CAO Approv	ed 🔲 Denie	d Retur	n to Dept -	- Additional Info	Reques	ted.	Date:		Initials:
New Classifications C	only: BOS	Agenda D	ate/Item #	ŧ			Approve	ed	Denied
	-	l .		<u> </u>	R	equest for	Position Allocat	ion Ch	ange Form – 12/2022



## INSTRUCTIONS FOR REQUEST FOR POSITION ALLOCATION CHANGE FORM

Purpose: Every department is required to complete this form when making any change to a position allocation.

## **Instruction Sheet & Definitions:**

**Departmental Information:** Include Division or Program (if applicable) and be sure to include the contact person and their phone number.

**Type of Action Requested:** Check type of action; definitions are below. If type is "other" give brief description of action and detail further in the justification section below. You may select more than one action; for instance title change and change budget # may be appropriate.

- Add Position Addition to allocation of an existing or new classification.
- <u>Delete Position</u> Remove/decrease the allocation of an existing classification.
- Title Change Change the title of an existing classification for one or more positions.
- Change Budget # Change the budget number of an existing position.
- Change Fund #- Change the fund number of an existing position.
- <u>Abolish/Establish</u>: For encumbered and vacant positions. Deletion to allocation of an existing position and addition to allocation of an existing or new classification.
- <u>Reclassification</u> For encumbered positions only. Change the classification of an assigned position based on the recommendation from a classification review or job analysis. Reclassification is used when the employee is transitioning with the position and a competitive process is <u>not</u> involved.

Please mark if it is an existing classification or a new classification then mark if the position is vacant or filled. In the section immediately following ("Last Name") please identify the last name of the current incumbent or if vacant, the previous incumbent.

**Position Changes:** This section is only required for "Abolish/Establish," "Reclassification," "Title Change" and potentially "Other" changes. For identification of the specific position use the position control number (PCN) assigned and established by Human Resources. If you do not have this number please leave the field blank.

**Requested Position:** Complete all requested information, including the allocation effective date and estimated hire date. For Salary Step, use A for all entry-level positions (i.e. Office Assistant) and/or open recruitments and for high level classifications and/or promotional recruitments use Step F. A Departmental Organization Chart must be attached to every form. Please note the type of position. For new classifications: You must attach a brief description of job duties, and if available, the class specification and estimated base salary.

**Justification & Background:** This section must be completed in detail; attach additional sheets if necessary and cite the number of sheets attached.

**Financial Analysis:** Provide first year expenses and offsetting reimbursements, if applicable. These fields are required and if they are omitted the form will be returned to the department. The financial analysis must reflect the total expenses for all positions requested. If you are requesting three positions on this form, the financial analysis must reflect the sum of expenses for ALL of the positions.

Budget Assignments: Complete all fields.

Submit the completed form, an organizational chart, and any applicable attachments to the Human Resources department and the CAO. The CAO may require a meeting with the requesting department.

Once both the CAO and Human Resources have reviewed the form, the requesting department will be notified of the outcome. If the allocation change requires an action by the Board of Supervisors it is the requesting department's responsibility to complete the necessary Staff Reports and/or notify affected employees of the outcome of any actions. A copy of the Staff Report must be provided to the CAO and Human Resources. The requesting department must coordinate these efforts with the Human Resources Department.



## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 14, 2024

**TIME REQUIRED** 

**Departments: County Administrative Office** 

SUBJECT Amending the Allocation List Deleting

One Administrative Services Specialist and Adding One

Fiscal/Administrative Services Officer

1/11

PERSONS APPEARING BEFORE THE BOARD

## **AGENDA DESCRIPTION:**

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

Proposed resolution approving reclassification of Deanna Tuetken into the position of Fiscal and Administrative Services Officer II, Step A, in the Department of Community Development and amending the Allocation List to delete one Administrative Services Specialist and add one Fiscal/Administrative Services Officer I/II within that department.

## RECOMMENDED ACTION:

Approve proposed resolution approving reclassification of Deanna Tuetken into the position of Fiscal and Administrative Services Officer II, Step A, in the Department of Community Development, and amending the Allocation List to delete one Administrative Services Specialist and add one Fiscal/Administrative Services Officer I/II within that department.

## **FISCAL IMPACT:**

This item increases costs for the remainder of this fiscal year by \$1,232, of which \$1,085 is salary and \$146 is benefits. If this item is approved, the annual cost of this position will be \$110,894, of which \$88,122 is salary and \$22,772 is benefits. This is an annual cost increase of \$9,566.

PHONE/EMAIL: 5414 / cbouchard@mono.ca.gov	_
SEND COPIES TO:	

## **MINUTE ORDER REQUESTED:**

**Human Resources Community Development** 

YES NO

### **ATTACHMENTS:**

Click to download		
I .		

	<u>Staff Report</u>	
ם	Resolution	1
D	Job Description Fiscal and Administrative Services Officer I/II	
D	Allocation Request	

## History

Time	Who	<b>Approval</b>
5/9/2024 10:19 AM	County Counsel	Yes
5/8/2024 4:33 PM	Finance	Yes
5/9/2024 10:36 AM	County Administrative Office	Yes



## COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

#### **BOARD OF SUPERVISORS**

<u>CHAIR</u>

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District I Rhonda Duggan / District 2 Bob Gardner / District 3 COUNTY DEPARTMENTS

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun ANIMAL SERVICES

Chris Mokracek "Interim"
BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER
Oueenie Barnard

COUNTY COUNSEL
Stacey Simon, Esq.

ECONOMIC DEVELOPMENT leff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson INFORMATION TECHNOLOGY Mike Martinez PROBATION

Karin Humiston
PUBLIC WORKS
Paul Roten

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: May 14, 2024

Re: Amendment to Allocation List Deleting One Administrative Services Specialist and

Adding One Fiscal/Administrative Services Officer I/II.

## Strategic Plan Focus Area(s) Met

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

## **Discussion**

The Mono County Community Development Department would like to remove one Administrative Services Specialist position and replace it with one Fiscal and Administrative Services Specialist Officer I/II position.

Human Resources staff completed a desk audit on Deanna Tuetken. Ms. Tuetken currently holds the position of Administrative Services Specialist. The audit concluded the complexity of her work warrants a more advanced classification. This audit determined the Fiscal and Administrative Services Officer II, Step A would more appropriately meet her current responsibilities, requiring three years of increasingly responsible experience in performing a variety of administrative support work, including substantial experience in fiscal and/or monitoring and reporting; and two years work experience in a similar position including supervision, grant management, budgeting, auditing, and cost accounting.

The total cost for Fiscal and Administrative Services Officer II is \$118,114, of which \$88,122 is salary and \$29,992 is benefits. The cost for the remainder of the year is \$19,565, of which \$11,347 is salary and \$8,218 if benefits. The positions are funded by the General Fund.



## R24-

# A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS IN THE COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

**WHEREAS**, the Allocation List identifies approved vacancies for recruitment and selection by Community Development Department and implements collective bargaining agreements related to job classifications and pay rates; and

**WHEREAS,** the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

**WHEREAS**, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes all within the Department of Community Development:

Eliminate the allocation of one full-time permanent Administrative Services Specialist salary range MCPE 69 (new total: Zero),

Add the allocation of one full-time permanent Fiscal and Administrative Services Officer I/II salary range MCPE 75/79 (new total: \$118,114).

- 1 -

1	PASSED, APPROVED and ADOPTED this	day of, 2024,
2	by the following vote, to wit:	
3	AYES:	
4	NOES:	
5	ABSENT:	
6	ABSTAIN:	
7		
8		
9		
10		John Peters, Chair
11		Mono County Board of Supervisors
12	ATTEST:	APPROVED AS TO FORM:
13		11110 / 22 110 1 0 1 0 1 0 1 0 1
14		
15		
16	Clerk of the Board	County Counsel
17		
18 19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
1	- 2 -	



## Fiscal and Administrative Services Officer I/II

FLSA: Non-Exempt EEO Category: 1
BOS Approval Date: Salary Range: 75/79

## **DEFINITION**

Under direction, to plan, organize, coordinate, and perform in the most highly specialized administrative support, fiscal support, and/or program operation functions of the department; to assist the department management staff with preparing and monitoring the Department and County budget; to perform complex administrative support, fiscal support and/or program operation functions requiring in-depth knowledge of the County services, policies, and programs of the Department; to prepare administrative, program, and/or fiscal reports, specialized documents, and other items necessary; and to do related work as required.

## **DISTINGUISHING CHARACTERISTICS**

This is a highly specialized and diverse administrative/ fiscal classification for planning, organizing, coordinating, and performing administrative support, fiscal support, and/or program operation functions of the Department. An incumbent in this class may be assigned supervisory responsibilities for the day-to-day direction and oversight of administrative support staff.

The incumbent works with Department and other County staff to develop, monitor and revise the annual Department budget per County policy, as well as develop budgets for programs and grants within the Department.

The incumbent must work closely with State/Federal agency staff to administer programs in a rapidly changing environment. The incumbent must stay current on state legislation that may affect revenues or administration of grants and programs. The incumbent may be required to develop new procedures as new sources of revenue are identified. The incumbent will be involved with permitting, revenue billing and collection, software updates and other tasks. The incumbent supervises and trains staff and oversees daily operations, and must be able to step in when needed to assist the public, process vital records, answer phones, etc.

**Level I:** Three years of increasingly responsible experience in performing a variety administrative support work, including substantial experience in fiscal and/or monitoring and reporting.

**Level II:** Three years of increasingly responsible experience in performing a variety administrative support work, including substantial experience in fiscal and/or monitoring and reporting. **-AND-** 2 years' work experience in a similar position including supervision, grant management, budgeting, auditing, and cost accounting.

## Reports to:

Department Head

## **CLASSIFICATIONS SUPERVISED:**

May directly supervise staff and provide lead direction to other staff as assigned.

## **EXAMPLE OF ESSENTIAL DUTIES**

Duties include but are not limited to the following:

- Coordinates the development, preparation, and revision of the annual budget and program related budgets.
- o Prepare requests for payment for various grants and programs.
- o Monitor and assess programs, services, and operations for financial and operational efficiency.
- o Review staff time studies for accuracy and suggest changes if needed to align with budgets.
- Prepare required reports and documentation as needed for County/State/Federal agencies.
- Maintain current knowledge of laws, codes, rules, regulations and legislation related to Public Health; assist in the implementation of legislative changes.
- Supervise and train staff on daily operations.
- o Reconcile expenses and revenues to County records.
- o Prepare journal entries.
- o Prepare inter-departmental transfers of revenues and expenses.
- o Controls and reviews expenditures in accordance with established limitations.
- Assist in the development and implementation of contracts and purchase orders.
- o Bi-weekly payroll reporting.
- o Prepare fee schedule updates as required.
- Coordinates end of year accounting activities with the County Finance Department.
- Assure that fiscal activities comply with established standards, requirements, policies and procedures and work with County/State auditors as required.
- o Process vital records (birth certificates, death certificates, amendments, disposition of human remains) when needed.
- o Answer phones, greet clients, process payables and receivables when needed.
- O Assist with software upgrades at the county/state/grant level as needed.

## **TYPICAL QUALIFICATIONS**

### **Knowledge of:**

- o Basic accounting principles.
- o Principles of budget development and administration.
- o State/Federal grant/program administration.
- o Principles of supervision, training, and staff development.
- o Program development, monitoring, and evaluation.
- o Computers and software used in Department and County information systems.
- Statistical and financial record keeping methods, procedures, and techniques.
- o Techniques for the development and analysis of a variety of specialized information as well as information and report presentation and development.

## Ability to:

- Plan, organize, schedule, coordinate, and perform most highly specialized administrative support, fiscal support, and/or program operation functions of the Public Health Department.
- o Provide supervision, training, and work evaluation for assigned staff.
- o Gather, organize, analyze, and present a variety of narrative and statistical data and information.
- Develop and Administer Department, grant, and program budgets.
- o Prepare administrative reports and correspondence.
- o Analyze situations accurately and determine effective courses of action.
- Prioritize workload to meet established timelines and special requests.
- o Work within multiple time frames and deadlines.
- o Prepare, maintain, and submit complex fiscal and/or statistical records and reports.
- o Maintain confidentiality of materials and use discretion in sensitive situations.
- o Deal tactfully and courteously with the public, other County staff, and representatives of other government agencies, when explaining the functions, policies, and programs of the Department.
- Establish and maintain cooperative working relationships at the county and state level.
- o Use office equipment and Microsoft software programs.
- O Support and follow the Department's goals, guiding principles, and Mission-Vision-Values statement.

## **Typical Physical Requirements:**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination: lift and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX. (made this consistent with the positions updated for the salary survey)

## **Typical Working Conditions:**

Work is performed in an office or telecommuting environment, continuous contact with other staff and the public. All Mono County employees are Disaster Service Workers in the event of a disaster. Incumbent may be required to drive in remote areas of the County in all weather conditions.

## **EXPERIENCE AND EDUCATION**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

**Level I:** Bachelor's Degree preferred from an accredited college or university with major course work in finance, accounting, economics, or related field **-OR-** High school graduate or equivalent with 3 years of increasingly responsible experience in performing a variety administrative support work, including substantial experience in fiscal and/or monitoring and reporting.

**Level II:** Bachelor's Degree preferred from an accredited college or university with major course work in finance, accounting, economics, or related field **-OR-** High school graduate or equivalent with 3 years of

Fiscal and Administrative Officer I/II
Bargaining Unit: MCPE

increasingly responsible experience in performing a variety administrative support work, including substantial experience in fiscal and/or monitoring and reporting.

-AND- 2 years' work experience in a similar position including supervision, grant management, budgeting, auditing, and cost of accounting.

## **License or Certificate:**

Possession of a valid driver's license.

(Revised: 05.2024)

Fiscal and Administrative Officer I/II
Bargaining Unit: MCPE

## **County of Mono**

MONO COUNTY CALIFORNIA	

Request Alloca	tion Chang	je			Fiscal '	<b>Year</b> 23-2	4	
Department: Comm	unity Developm	nent			Date	: 5/6/24		
Division: Planning and Building Contact: Wendy Sugimura								
Program:						<b>e</b> #: 760-924-1	-	
<b></b>								
Type of Action Req	uested (check	all that apply):						
Add Position Delete Posit	☐ Add Position ☐ Abolish/Establish ☐ Reclassification ☐ Title Change ☐ Fund ☐ UnFund ☐ Delete Position ☐ Change Budget # ☐ Change Fund # ☐ Other:							
Classification Statu		w Classification			ition is: Vaca	nt <b>Last Nan</b>	ne: Tuetken	
·								
Position changes (c	omplete for cu				ked with * abo	ove):		
Current Title:		Administrative Se	ervices Spec	ialist		PCN:2	50-CDD-500-01	
Requested Title: (If a	pplicable)	Fiscal and Admir	istrative Ser	vices Officer		PCN:		
						1 .6		
Requested Position: summary of expecte approved through the B	d job duties, a							
Tialo					Allocation	Effective Date	e:	
Title: Fiscal and A	dministrative	Services Offic	er		Estimated	Hire Date:	5/14/24	
Base Salary:	Sala	ry Step:	Salary		of positions:	# Mc	nths Funded in FY:	
79	A		\$88,122	1		2		
Position Status:	✓ Hours	per week: 4	0	✓ Regular		imited Term E	xp:	
Justification, Backg			<b>.</b>			# of Attacl		
				.1. 6 \				
Financial Analysis ( Fiscal Year	•	sitions being red	questea on		ing Reimburs	omonts		
	Total Amou	nt Offsettir	a Funds		ing Kembura	ements		
Expense Type		nt Ojjsettir	ig Furius	Source				
Salary Benefits	\$88,122 \$29,992	-						
	323,332	-						
Operating Costs								
Equipment Costs	\$118,114			No. 5 od. 5				
Grand Total				Net Funds R	equested			
Budget Assignment		ativity # VV	Donartm	ant # VVV	0/	Samanal Fried	0/ of Non Con Fund	
Fund # XXX	Function/Ad	LIVILY # XX	· ·	nent # XXX		General Fund	% of Non Gen Fund	
100	27		250/255		60/40			
CAO/Human Reso	ources Use O	nlv						
HR Approx			rn to Dent	– Additional Info	Requested	Date:	Initials:	
CAO Approv			-	– Additional Info	-	Date:	Initials:	
New Classifications (			Date/Item		- 4	Approve	d Denied	



## INSTRUCTIONS FOR REQUEST FOR POSITION ALLOCATION CHANGE FORM

Purpose: Every department is required to complete this form when making any change to a position allocation.

## **Instruction Sheet & Definitions:**

**Departmental Information:** Include Division or Program (if applicable) and be sure to include the contact person and their phone number.

**Type of Action Requested:** Check type of action; definitions are below. If type is "other" give brief description of action and detail further in the justification section below. You may select more than one action; for instance title change and change budget # may be appropriate.

- Add Position Addition to allocation of an existing or new classification.
- <u>Delete Position</u> Remove/decrease the allocation of an existing classification.
- Title Change Change the title of an existing classification for one or more positions.
- Change Budget # Change the budget number of an existing position.
- Change Fund #- Change the fund number of an existing position.
- <u>Abolish/Establish</u>: For encumbered and vacant positions. Deletion to allocation of an existing position and addition to allocation of an existing or new classification.
- <u>Reclassification</u> For encumbered positions only. Change the classification of an assigned position based on the recommendation from a classification review or job analysis. Reclassification is used when the employee is transitioning with the position and a competitive process is <u>not</u> involved.

Please mark if it is an existing classification or a new classification then mark if the position is vacant or filled. In the section immediately following ("Last Name") please identify the last name of the current incumbent or if vacant, the previous incumbent.

**Position Changes:** This section is only required for "Abolish/Establish," "Reclassification," "Title Change" and potentially "Other" changes. For identification of the specific position use the position control number (PCN) assigned and established by Human Resources. If you do not have this number please leave the field blank.

**Requested Position:** Complete all requested information, including the allocation effective date and estimated hire date. For Salary Step, use A for all entry-level positions (i.e. Office Assistant) and/or open recruitments and for high level classifications and/or promotional recruitments use Step F. A Departmental Organization Chart must be attached to every form. Please note the type of position. For new classifications: You must attach a brief description of job duties, and if available, the class specification and estimated base salary.

**Justification & Background:** This section must be completed in detail; attach additional sheets if necessary and cite the number of sheets attached.

**Financial Analysis:** Provide first year expenses and offsetting reimbursements, if applicable. These fields are required and if they are omitted the form will be returned to the department. The financial analysis must reflect the total expenses for all positions requested. If you are requesting three positions on this form, the financial analysis must reflect the sum of expenses for ALL of the positions.

Budget Assignments: Complete all fields.

Submit the completed form, an organizational chart, and any applicable attachments to the Human Resources department and the CAO. The CAO may require a meeting with the requesting department.

Once both the CAO and Human Resources have reviewed the form, the requesting department will be notified of the outcome. If the allocation change requires an action by the Board of Supervisors it is the requesting department's responsibility to complete the necessary Staff Reports and/or notify affected employees of the outcome of any actions. A copy of the Staff Report must be provided to the CAO and Human Resources. The requesting department must coordinate these efforts with the Human Resources Department.



## REGULAR AGENDA REQUEST

Print

MEETING DATE May 14, 2024

Departments: Human Resources

**TIME REQUIRED** 

SUBJECT Amending the Allocation List Deleting

One Substance Use Disorder Counselor I/II/III and Adding One Behavioral Health Services

Coordinator and adding One Clinical

Supervisor

PERSONS APPEARING BEFORE THE BOARD

## **AGENDA DESCRIPTION:**

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

Proposed resolution to amend the allocation list to delete one Substance Use Disorder Counselor I/II/III and adding one Behavioral Health Services Coordinator - SUD I/II/II and to add one Clinical Supervisor.

## **RECOMMENDED ACTION:**

Approve the proposed resolution to amend the allocation list to delete one Substance Use Disorder Counselor I/II/III and adding one Behavioral Health Services Coordinator - SUD I/II/II and to add one Clinical Supervisor.

## **FISCAL IMPACT:**

Exact fiscal impact unknown, depending on qualifications of potential candidates. Estimate of costs increases from a range of \$82,300 to \$108,000, to a range of \$230,000 to \$244,400, assuming applicants are hired at step A of the respective ranges.

C	ΟN	ITAC <sup>-</sup>	ΓΝΑΜΕ:	Christine	Bouchard
---	----	-------------------	--------	-----------	----------

PHONE/EMAIL: 5414 / cbouchard@mono.ca.gov

### SEND COPIES TO:

**Human Resources** 

## MINUTE ORDER REQUESTED:

☐ YES 🔽 NO

## **ATTACHMENTS:**

Cli	ick to download
D	<u>Staff Report</u>
D	Resolution

- Allocation Change Clinical Supervisor
- △ Allocation Change BHS Coordinator SUD I/II/III
- ☐ <u>Job Description Clinical Supervisor</u>
- ☐ <u>Job Description BH Services Coordinator</u>

## History

TimeWhoApproval5/7/2024 9:29 AMCounty CounselYes5/8/2024 4:41 PMFinanceYes5/9/2024 10:38 AMCounty Administrative OfficeYes



## COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

## **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

#### **BOARD OF SUPERVISORS**

CHAIR

John Peters / District 4

**VICE CHAIR** 

Lynda Salcido / District 5

Jennifer Kreitz / District I Rhonda Duggan / District 2 Bob Gardner / District 3 COUNTY DEPARTMENTS

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY

Hon. David Anderson SHERIFF / CORONER

Hon. Ingrid Braun
ANIMAL SERVICES

Chris Mokracek "Interim"

BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Stacey Simon, Esq.

ECONOMIC DEVELOPMENT leff Simpson

EMERGENCY MEDICAL SERVICES Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY Mike Martinez

PROBATION Karin Humiston

PUBLIC WORKS Paul Roten To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: May 14, 2024

Re: Proposed resolution, approval of changes to the allocation list deleting one Substance Use Disorder Counselor I/II/III and adding one Behavioral Health Services Coordinator – SUD I/II/III and adding one Clinical Supervisor.

## Strategic Plan Focus Area(s) Met

A Thriving Economy	✓ Safe and Healthy Communities	Mandated Function
Sustainable Public Lands	S Workforce & Operational Ex	ccellence

### Discussion

The Mono County Behavioral Health Department would like to remove Substance Abuse Disorder Counselor (SUD) III positions and replace them with Behavioral Health Services Coordinator – SUD I/II/III Flex positions. This change will allow the Behavioral Health Department to be more competitive in its recruitment process and offer a higher wage to qualified individuals. This will also provide parity between the Substance Use Disorder team and the Mental Health team.

In addition, the Behavioral Health Department is requesting to add a Clinical Supervisor back to the allocation list to plan, organize, develop, and direct the functions, services, and programs of the Mono County Behavioral Health Department's Clinical Programs; to be responsible for the development and evaluation of these programs and services; to provide clinical therapy services to clients, including crisis services; to provide individual and group clinical supervision to the MFT/MSW Associates. Bringing this position back will allow the Clinical Services Manager to focus more on state mandates.

The total cost for Behavioral Health Services Coordinator – SUD I/II/III is \$93,195, of which \$74,002 is salary and \$19,193 is benefits. The total cost for the original position was \$89,118, creating an increase of \$4,077. The total cost for the Clinical Supervisor is \$154,895, of which \$115,349 is salary and \$39,546 is benefits. The positions are funded by MHSA, SUD, and revenue generated through billing for services.



6

7

8

9

10

11

12

13

14

15

16

17

18

19 20

21

22

23

24

25

26

27

28

## A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS IN THE DEPARTMENT OF BEHAVIORAL HEALTH

WHEREAS, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes all within the Department of Behavioral Health:

Eliminate the allocation of one full-time permanent Substance Use Disorder Counselor I/II/III salary range MCPE 54/58/62 (new total: Zero),

Add the allocation of one full-time permanent Behavioral Health Services Coordinator – SUD I/II/III Flex salary range MCPE 62/66/70 (new total: \$93,195),

Add the allocation of one full-time permanent Clinical Supervisor salary range MCPE 82 (new total: \$154,895)

- 1 -

1	PASSED, APPROVED and AD	<b>POPTED</b> this 14 <sup>th</sup> day of May, 2024, by the following
2	vote, to wit:	
3	AYES:	
4	NOES:	
5	ABSENT:	
6	ABSTAIN:	
7		
8		
9		
10		John Peters, Chair
11		Mono County Board of Supervisors
12	ATTEST:	APPROVED AS TO FORM:
13	ATTEST.	AFFROVED AS TO FORM.
14		
15		
16	Clerk of the Board	County Counsel
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27 28		
29		
30		
31		
32		
		- 2 -

## **County of Mono**

1	A CO
4	a Harriston
1	
CO	ONTY

Request for Pos	sition Allo	cation	Change			Fiscal Yea	ır	23/24	
Department: Mo	ono County B	ehaviora	al Health			Date:	04/04/24	1	
	nical	<u> </u>				Contact			
Bargaining Unit: M	CPE					Phone #			
<u> </u>						<u> </u>			
Type of Action Req	uested (check	all that a	pply):						
Add Position	=	classifica		=	Change/Correction		✓ Fund	UnFund	
Delete Position Change Budget # Change Fund # Other:									
Classification Statu	Classification Status: Vacant Classification Current Position is: Vacant Filled by:								
Position changes (d	omplete for cu	rrently a	llocated no	osition char	naes only (marked v	vith * above)	)•		
Current Title:	ompiete joi ed		nocatea pe	Januari Citar	iges omy (marked v	nen ubove,	PCN:		
Requested Title: (If a	applicable)	Clinica	al Supervis	or			PCN:		
Troquested Traisi (ii.e.									
Requested Position	: Current and	oroposed	d organizat	ional chart	t must be attached.	For new cla	ssifications a	ttach a summary	
of expected job duti	es, and if avail	able the	class spec	ification ar	nd estimated base s	alary. <i>New cl</i>	assifications m	ust be approved	
through the BOS.					1				
Title: Clinical Sup	ervisor						ective Date:		
						imated Hir		06/01/24	
Pay Range:		Salary:		Max Sala	-		# Mon	ths Funded in FY: 12	
82 Position Status:	Regular F	4,989	Regular-P	115,34	Limited Term Ex	<u>L</u>	FTE %: :		
Position Status:		/1.	Regular-P	/1. [	Limited Term Ex	μ.		FIE 70	
Justification, Background Information and Supporting Documentation (please attach): # of Attachments: 0									
To plan, organize, d	evelop, and o	lirect the	e function	s, services	, and programs of	the Mono (	County Beha	vioral Health	
Department's Clinic	al Programs;	to be re	sponsible	for the de	velopment and ev	aluation of	these progra	ams and	
services; to provide					•	•		•	
supervision to MFT						linical Servi	ces Manage	r to focus more	
on state mandates.	Historically t	his posit	ion was at	an 82 Rai	nge.				
Financial Analysis (		sitions l	being requ	uested on					
Fiscal Year	· ·		Offsetting Reimburs Change in Cost Source				ents		
Expense Type	<del></del>	ount	Change		Source				
Salary		5,349		115,349					
Benefits	3	9,546	39,546						
Operating Costs									
Equipment Costs	4.5	4 005		454.005					
Total 154,895 Net Funds Requested \$0									
Budget Assignment Fund # XXX		ativity 4	vv	Donartm	ant # VVV	0/ = 6 C = =	anal Frond	0/ of Non Con Fund	
	Function/A	· · · · · ·	# XX Department # XXX 840 75%,841 25%			_	eral Fund	% of Non Gen Fund	
120, 121		41		840 75%	,841 25%	U	1%	100%	
CAO/Human Reso	ources lise C	nlv							
HR Appro		nied	Return	to Dent -	- Additional Info Regue	ested Dai	te:	Initials:	
CAO Appro		nied	Return to Dept – Additional Info Requested.  Return to Dept – Additional Info Requested.				Date: Initials:		
New Classifications Only: BOS Agenda Date/Item # Approved Denied						Denied			



## INSTRUCTIONS FOR REQUEST FOR POSITION ALLOCATION CHANGE FORM

Purpose: Every department is required to complete this form when making any change to a position allocation.

## **Instruction Sheet & Definitions:**

**Departmental Information:** Include Department, Division, and Bargaining unit. Be sure to include the contact person and their phone number.

**Type of Action Requested:** Check type of action; definitions are below. If type is "other" give brief description of action and detail further in the justification section below. You may select more than one action; for instance title change and change budget # may be appropriate.

- Add Position Addition to allocation of an existing or new classification.
- <u>Delete Position</u> Remove/decrease the allocation of an existing classification.
- Title Change Change the title of an existing classification for one or more positions.
- Change Budget # Change the budget number of an existing position.
- Change Fund #- Change the fund number of an existing position.
- <u>Reclassification</u> For encumbered positions only. Change the classification of an assigned position based on the recommendation from a classification review or job analysis. Reclassification is used when the employee is transitioning with the position and a competitive process is <u>not</u> involved.

Classification Status: Existing Classification or New Classification.

Please mark if it is an existing classification or a new classification then mark if the position is vacant or filled. In the section immediately following ("Last Name") please identify the last name of the current incumbent or if vacant, the previous incumbent.

**Position Changes:** This section is only required for "Abolish/Establish," "Reclassification," "Title Change" and potentially "Other" changes. For identification of the specific position use the position control number (PCN) assigned and established by Human Resources. If you do not have this number please leave the field blank.

**Requested Position:** Complete all requested information, including the allocation effective date and estimated hire date. For Salary Step, use A for all entry-level positions (i.e. Office Assistant) and/or open recruitments and for high level classifications and/or promotional recruitments use Step F. A Departmental Organization Chart must be attached to every form. Please note the type of position. For new classifications: You must attach a brief description of job duties, and if available, the class specification and estimated base salary.

**Justification & Background:** This section must be completed in detail; attach additional sheets if necessary and cite the number of sheets attached.

**Financial Analysis:** Provide first year expenses and offsetting reimbursements, if applicable. These fields are required and if they are omitted the form will be returned to the department. The financial analysis must reflect the total expenses for all positions requested. If you are requesting three positions on this form, the financial analysis must reflect the sum of expenses for ALL of the positions.

Budget Assignments: Enter (Fund) (Function/Activity) (Department #) and % of Generals Funds and non-general funds.

Submit the completed form, an organizational chart, and any applicable attachments to the CAO. The CAO may require a meeting with the requesting department.

Once both the CAO and Human Resources have reviewed the form, the requesting department will be notified of the outcome. If the allocation change requires an action by the Board of Supervisors, it is the requesting department's responsibility to complete the necessary Staff Reports and/or notify affected employees of the outcome of any actions. A copy of the Staff Report must be provided to the CAO and Human Resources. The requesting department must coordinate these efforts with the Human Resources Department.

## **County of Mono**



Request for Position Allocation Change Fiscal Year 23	Request for Position Allocation Change Fiscal Year
---	--

Request for Pos	Sition Anotatio	ii Change	;		1 i3cai 1 c	·ai		23/24
Department: Behavioral Health Date: 05/14/2024								
•	nical						ura Cruz	
Bargaining Unit: M	CPE						0-924-17	'46
					<u> </u>			
Type of Action Req	uested (check all that	apply):						
Add Position	n 🔀 Reclassific	cation	Title (	Change/Correc	tion		Fund	UnFund
Delete Posit	tion 🔲 Change B	udget #	Chang	ge Fund #	Other:			
<b>Classification Statu</b>	s: Existing (	Classificatio	n	<b>Current Posit</b>	ion is:	Fille	d by:	
				•				
Position changes (c						above):		
Current Title:	Subs	tance Use [	Disorder C	ounselor I/II/ I	I Flex	PC	CN: 840-	BHD-652
Requested Title: (If a	applicable) Beha	avioral Heal	vioral Health Services Coordinator - SUD I/II/ III Flex PCN: 840-BHD-676					
Requested Position:	•	_						•
of expected job dutie	es, and if available th	ie class spec	ification ar	nd estimated ba	ise salary.	New classifica	tions must	be approved
through the BOS.					Allegatio	n Effective	Data	05/14/2024
Title: Behavioral	Health Services Coo	rdinator I/II	I/ III Flex			n Effective d Hire Date		05/14/2024
Day Daysas	Min Colom		May Cala	44 -				
<b>Pay Range:</b> 62/66/70	Min Salary \$57,913		<b>Max Sala</b> \$85,76	-	f positions 1	•	# iviontns	Funded in FY: 12
Position Status:	Regular F/T:			Limited Tern			FTE %: : 1	
1 Osition Status.	Micgalai 171.	regular r	/ 1.	Ellillited Telli	T LAP.		<u>'</u>	12 70 1
Justification, Background Information and Supporting Documentation (please attach): # of Attachments:								
MCBH would like to remove one Substance Use Disorder Counselor (SUD) III's and replace them with one Behavioral								
Health Services Coo						•		
recruitment process				_			•	
and Mental Health	team.				-			
<b>Financial Analysis (</b>	include all position	s being requ	uested on	this form):				
Fiscal Year	Expenses:			Offsettii	ng Reimbu	ırsements		
Expense Type	Amount	Change	e in Cost	Source				
Salary	\$74,002	\$3,608						
Benefits	\$19,193		\$469					
Operating Costs								
<b>Equipment Costs</b>								
Total	\$93,195		\$4,077	Net Funds Re	quested \$	4,077		
<b>Budget Assignment</b>	ts							
Fund # XXX	# XX	# XX Department # XXX			% of General Fund % of Non Gen Fund			
120	41			845	0 100			100
CAO/Human Reso								
HR Approv	ved Denied	Return to Dept — Additional Info Requested.  Date:				Initials:		
CAO Approv	ved Denied	Returr	n to Dept -	- Additional Info R	equested.	Date:		Initials:
New Classifications Only: BOS Agenda Date/Item # Approved Denied								

## BEHAVIORIAL HEALTH Clinical Supervisor

## **DEFINITION**

Under general direction, to plan, organize, develop, and direct the functions, services, and programs of the Mono County Behavioral Health Department's Clinical Programs; to be responsible for the development and evaluation of these programs and services; to provide clinical therapy services to clients, including crisis services; to provide individual and group clinical supervision to MFT/MSW Associates; and to do related work as required.

## **DISTINGUISHING CHARACTERISTICS**

This position classification is responsible for the supervision and coordination of programs, functions, and services in the County Behavioral Health Department. The incumbent also assists the Director of Clinical Services with the management and administration of the clinical staff.

## **REPORTS TO**

Director of Behavioral Health and/or Director of Clinical Services

## **CLASSIFICATIONS SUPERVISED**

Psychiatric Specialist I, II, III; Case Managers I, II, III; Behavioral Health Services Coordinator I, II, III; Tele-Psych specialist

## EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES (The following is used as a partial description and is not restrictive as to duties required.)

- Manages, directs, and oversees the clinical/psychological treatment services of the Behavioral Health Department, including supervision of Associates, oversight of crisis services, and QA/QI for the clinical aspects of the department:
- Collaborates with Director of Clinical Services and clinical staff to develop, provide and evaluate evidence based, cost effective co-occurring disorders treatment;
- Provides training and education for community organizations;
- Serves as a clinical liaison with community groups, such as school systems, hospital.
- Understanding of LPS law and current practice related to conservatees, 5150;
- Attends trainings, conferences, meetings to maintain knowledge and current practices related to: Quality
  Assurance and Improvement; Mental Health program implementation, best practices;
- Provide leadership and work with Cultural Outreach group to continue work related to racial inequities and justice and equity work within department and within county government;
- Provide regular trainings to staff to meet requirements and/or enhance programmatic understanding of best practices for SUD and MH;
- Serves as a member of the Behavioral Health administrative team in setting Department goals and objectives;
- Assists with establishing Department operating standards, policies, and procedures to comply with laws, statutes, and funding source requirements;

## **DESIRABLE QUALIFICATIONS**

## **Knowledge of:**

- Thorough knowledge of co-occurring disorders including harm reduction philosophy and concepts concerned with providing a unified SUD/MH program.
- Available community resources for substance use and mental health services and social supports
- Principles of program development and evaluation.
- Harm Reduction and Strength Based treatment models and philosophies

Page 1 of 3

Behavioral Health Clinical Supervisor: Position Description

• Principles of staff supervision, training, and evaluation.

## Ability to:

- Assist the Director of Behavioral Health with the management and administration of the Department.
- Plan, organize, develop, and manage programs and services.
- Supervise, train, evaluate and motivate assigned professional and support staff.
- Perform a variety of mental health assessments and therapeutic services.
- Provide clinical therapy services.
- Communicate effectively both orally and in writing.
- Communicate effectively with people from diverse ethnic and socioeconomic backgrounds.
- Explain complex and technical terminology and concepts in an understandable and non-threatening manner.
- Direct the establishment and maintenance of a variety of personal, medical, and administrative records, clinical documentation, and related materials.
- Effectively represent the Behavioral Health Department in contacts with clients, the public, community organizations, other County staff, and other government organizations.
- Establish and maintain cooperative working relationships.
- Establish and maintain a positive and encouraging work environment.

## **TYPICAL PHYSICAL REQUIREMENTS**

May be required to sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX. Must be able to drive a personal or county vehicle to meetings in the community or around the State.

## **TYPICAL WORKING CONDITIONS**

Work can be performed in an office environment; work is performed with people who may exhibit unstable and potentially violent behavior; continuous contact with other staff and the public. This position allows for Remote Working arrangement, with several times per year in person for no longer than one week at a time.

## **Training and Experience:**

Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying. A typical way to obtain the required knowledge and abilities would be:

- Three (3) years of licensed clinical experience at a level equivalent to Mental Health Clinician
- Completion of Master's degree in psychology, social work, counseling, public health, nursing or closely related fields from an accredited college or university
- Possession of, or ability to obtain, an appropriate valid California Driver's License.

MONO COUNTY

BARGAINING UNIT: MCPE

Date Revised 1/9/24

FLSA: Non-Exempt

BHS COORDINATOR I SALARY RANGE: 62 BHS COORDINATOR II SALARY RANGE: 66 BHS COORDINATOR III SALARY RANGE: 70

## BEHAVIORAL HEALTH SERVICES COORDINATOR I/II/III

## **DEFINITION**

Under direction, the Behavioral Health Services Coordinator I/II/III performs a wide range of duties, including program coordination and implementation, direct service with mental health and/or substance use disorder (SUD) clients, and related administrative tasks. Duties may include developing and implementing mental health programs, formulating and implementing administrative policies and procedures, and coordinating programs and functions that may be County-wide and department-wide in nature. Incumbents in this position may also participate in the evaluation of services and programs, assist in budget preparations, draft reports for State entities, and perform related work as assigned.

## **CLASS CHARACTERISTICS**

The Behavioral Health Services Coordinator I/II/III is used in a wide variety of mental health and SUD programs, services, and activities coordination including: community clinics; case management; general client services; substance use disorder counseling; contracted service providers; coordination of care; children's services; elderly/minority services; facilitation of Wellness Center activities and other groups; program planning and evaluation; access to inpatient treatment; and crisis intervention. Typically, Behavioral Health Services Coordinators will be assigned to work primarily on the mental health clinical team or the substance use disorder clinical team.

The Behavioral Health Services Coordinator I is the entry level into the series. Incumbents work under appropriate supervision based on the complexity and sensitivity of the program assigned. Assignments are typically limited in scope and this position does not supervise other staff.

The Behavioral Health Services Coordinator II is the journey level in the series. Incumbents work under direction with more independence than in the entry level. They are responsible for performing a wider range of duties that require a greater level of responsibility and expertise. Where appropriate, this position may supervise lower level staff such as Wellness Center Associates.

The Behavioral Health Services Coordinator III is the advanced journey-level class in the series where incumbents may serve as a lead worker over other coordinators and other lower level staff. This position is assigned more highly specialized and complex duties that require advanced and extensive knowledge pertaining to programmatic and direct service functions.

## **REPORTS TO**

Director of Clinical Services, Behavioral Health Program Manager, Substance Use Disorder Supervisor, and/or Behavioral Health Director

## **EXAMPLES OF DUTIES**

Duties may include, but are not limited to, the following:

- Provide care coordination services to individuals and families using such best practices as the Strengths Model and Harm Reduction models.
- Intake of new clients for initial assessment; assesses client needs for services in cooperation with treatment team.
- Coordinates and consults with other public and private mental health care and/or SUD providers and community organizations regarding program priorities, procedures and services.
- Develops and participates in developing policies, procedures and protocols; ensures program staff's awareness and compliance.
- Serves as a central resource for department staff, other County departments, other public and private agencies, and the public regarding specific program assignment.
- Plans, organizes, conducts and participates in training and in-service education programs for staff and community members.
- Reviews and creates mental health program proposals and plans; develops recommendations for accomplishing program objectives, staffing requirements, and allotment of funds to various program components.
- Designs and recommends systems, procedures, forms and instructions for internal use.
- Maintains data, records and documentation on manual and electronic information systems; analyzes possible software applications for a variety of programmatic and administrative processes.
- Conducts research and prepares correspondence, reports and other documentation as necessary and upon request.
- Assists in the development and implementation of department goals and objectives; establishes schedules and methods for assigned administrative functions.
- Implement programs funded through a variety of funding streams, including but not limited to the Mental Health Services Act, Substance Abuse Block Grant, and other grants, as identified; may, at the advanced journey-level, develop grant applications and program proposals to obtain state and federal funding for mental health and/or SUD programs.

- In the journey level positions, prepares State reports and acts as a liaison with State Agencies, including SUD, Mental Health, and Mental Health Services Act.
- In the journey level and advanced journey level, may supervise other coordinators, other lower level staff such as Wellness Center Associates, and other staff as appropriate.
- Maintains current knowledge of federal, state and local laws and regulations which govern the assigned programs and services; disseminates this information to fellow staff. May, at the journey level positions, ensure compliance.
- Serves on or is the staff person assigned to committees and groups involved in specific program assignment. In the journey level positions, may represent the department before boards and committees, in public meetings, and to other government agencies in specific area of assignment.
- Coordinates data collection and enters data for programs/activities. In journey level positions, may request or propose program/activity budgets and participates in the ongoing budget monitoring process, including monitoring the expenditures of supervisees.
- All levels may require participation on the Crisis Call Team for 24/7 crisis response, including mobile crisis.
- Behavioral Health Services Coordinators assigned to the SUD team will provide individual and group SUD counseling and case management, as well as facilitate such mandated services as the DUI Programs, Batterers' Intervention Program, and PC 1000 Drug Diversion Program.

## DESIRED QUALIFICATIONS

## Knowledge of:

- Behavioral Health programs, funding streams, and clinical service approaches.
- Principles and practices of public behavioral health systems, and principles of organization, leadership, management, and staffing.
- Principles of community outreach and engagement for the development of successful programming.
- Principles of marketing, branding, and outreach campaigns.
- Counseling and/or case management techniques.
- Harm Reduction practices.
- Pertinent local, state and federal laws, guidelines and regulations.
- Available community resources and methods of linkage

- Maintenance of files and information retrieval systems.
- Data collection and analysis principles and procedures.
- Basic office practices, procedures and equipment.
- Software programs such as Microsoft Word, Excel and PowerPoint, as well as basic spelling punctuation, and grammar for written and oral communication.

## Ability and willingness to:

- Build and promote a behavioral health system that is culturally competent, strengths-based, recovery-oriented, and consumer driven.
- Assess clients' needs and collaborate with other service providers and agencies to help clients meet their treatment goals.
- Plan, organize, administer programs and activities funded through various funding streams.
- Analyze complex and sensitive administrative, budgetary, operational and organizational issues related to programs and activities, evaluate alternatives reaching sound conclusions.
- Prepare and present clear, concise reports, presentations, correspondence and documents required in the course of the work.
- Interpret outcomes data to promote on-going program improvement.
- Communicate clearly and effectively, both orally and in writing.
- Maintain accurate records and files, including timely input of required data and notes.
- Develop, organize, coordinate and implement multiple projects and responsibilities, meeting established time requirements.
- Exercise sound independent judgment within established guidelines.
- Represent the County in a positive and effective manner with internal and external contacts.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Understand and implement all requirements related to HIPAA and 42 CFR.

## Experience and training:

Any combination of training and experience which would provide the required knowledge and abilities is qualifying.

For Behavioral Health Services Coordinators assigned to the Mental Health Clinical Team, a typical way to obtain the required knowledge and abilities might be:

Two years of experience in the mental health and/or substance use fields, or experience in prevention programming, community outreach, and program implementation and coordination. College level courses in the health and human services fields, public administration, or other related fields are highly desirable.

For Behavioral Health Services Coordinators assigned to the Substance Use Disorder Clinical Team, a typical way to obtain the required knowledge and abilities might be:

Certification as a Substance Use Disorder Counselor from one of the California certification agencies (i.e. CADC-I) and experience in the mental health and/or substance use fields, or experience in prevention programming, community outreach, and program implementation and coordination. College level courses in the health and human services fields, public administration, or other related fields are highly desirable.

## Other Requirements:

Possession of a valid driver's license.

## **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods, frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, copiers and FAX.

## **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; frequent contact with staff and the public.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Not all duties are necessarily performed by each incumbent. Additionally, incumbents will be required to follow instructions and to perform other job related duties as may be required.



## REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** May 14, 2024

**Departments: County Administrative Office** 

TIME REQUIRED PERSONS
APPEARIN

SUBJECT Approval of Funding Agreement with Long Valley Fire Protection District

APPEARING BEFORE THE BOARD

## AGENDA DESCRIPTION:

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

Proposed agreement with Long Valley Fire District to provide \$100,000 in financial assistance for preliminary design, entitlement, and permitting work related to the construction of Station #2 in Sunny Slopes (515 Owens Gorge Road).

### RECOMMENDED ACTION:

Approve, and authorize Chair to sign, contract with Long Valley Fire District for preliminary design, entitlement, and permitting work for Station #2 for the period April 2024, through March 31, 2027, for \$100,000.

## **FISCAL IMPACT:**

Funding for this grant agreement is included in the FY 2023-24 adopted budget.

**CONTACT NAME:** Mary Snyder

PHONE/EMAIL: / mbooher@mono.ca.gov

## **SEND COPIES TO:**

Long Valley Fire

## MINUTE ORDER REQUESTED:

☐ YES 🔽 NO

## ATTACHMENTS:

Click to download

■ Swall Meadows fire station

Long Valley Fire agreement-Swall Meadows stn

History

Time Who Approval



## COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

## ASSISTANT COUNTY ADMINISTRATIVE OFFICER

Christine Bouchard

#### **BOARD OF SUPERVISORS**

CHAIR

John Peters / District 4

**VICE CHAIR** 

Lynda Salcido / District 5

Jennifer Kreitz / District I Rhonda Duggan / District 2 Bob Gardner / District 3

### **COUNTY DEPARTMENTS**

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER

Hon. Ingrid Braun
ANIMAL SERVICES

Chris Mokracek "Interim"

BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson
EMERGENCY MEDICAL

SERVICES Bryan Bullock

FINANCE Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson INFORMATION TECHNOLOGY Mike Martinez

PROBATION Karin Humiston

PUBLIC WORKS Paul Roten To: Board of Supervisors

From: Mary Snyder, Special Projects CAO's Office

Date: May 14, 2024

Re: Approval of funding agreement with Long Valley Fire Protection

District

## Strategic Plan Focus Area(s) Met

A Thriving Economy	Safe and Healthy Communities	Mandated Function
Sustainable Public Lands	Workforce & Operational E	excellence

## **Discussion**

Long Valley Fire Protection District (District) provides fire suppression and EMS services to a large area in Southern Mono County, responding from their station in Crowley Lake. The District seeks to improve response times within the southern portion of the District boundaries by constructing a new fire station on property they own at 515 Owens Gorge Road, in the community of Sunny Slopes (Station #2)

The District lacks sufficient funds to construct this station, and will be seeking outside financial support for construction. In order to be eligible for outside funding, the District has requested financial support from Mono County to complete the preliminary design, entitlement, and permitting processes needed to ensure eligibility for outside funding. The outside funding could include grants, Congressionally Directed Funding ("earmarks"), or other sources.

The proposed agreement would grant \$100,000 from Mono County to the District, who will engage an outside consultant to conduct the preliminary design, entitlement, and permitting work. The agreement does not allow the funds to be used for any District staff time. The District will provide the County with documentation verifying appropriate use of the funds, and any unused funds will be returned to the County. This funding is included in the adopted FY 2023-24 budget.

If you have any questions, please contact Mary Snyder at mbooher@mono.ca.gov.

## AGREEMENT BETWEEN COUNTY OF MONO AND LONG VALLEY FIRE PROTECTION DISTRICT REGARDING PRELIMINARY FUNDING FOR FIRE STATION 2

**THIS AGREEMENT** is made and entered into between the County of Mono, a political subdivision of the State of California, hereinafter referred to as "the County," and Long Valley Fire Protection District, hereinafter referred to as "the Fire District."

WHEREAS, the Fire District is authorized to perform fire protection and emergency services in order to save lives and protect or save property and the environment within its jurisdictional boundaries in Mono County; and

**WHEREAS**, the Fire District's response times within the southern portion of its jurisdiction are adversely affected by the absence of a fire station within that portion of the Fire District, including the communities of Sunny Slopes and Toms Place; and

**WHEREAS**, the Fire District seeks to improve its response times for fire protection and emergency services within the southern portion of the Fire District by constructing a new fire station on property it currently owns in Sunny Slopes, located at 515 Owens Gorge Road, Mammoth Lakes, CA 93546 (APN 062-040-022-000), hereinafter referred to as "Station 2"; and

WHEREAS, the Fire District currently lacks sufficient funds to construct Station 2 and has requested that the County provide it with funding to hire outside consultants to conduct the preliminary design, entitlement and permitting processes necessary to construct Station 2; and

WHEREAS, the Fire District intends to rely, in part, on its consultants' work conducting the preliminary design, entitlement and permitting processes for Station 2, to seek federal funding and/or funding from other available sources to finance its construction of Station 2.

**NOW, THEREFORE**, the County and the Fire District, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, agree as follows:

- 1. The Fire District will engage the services of outside consultants for the purpose of conducting the preliminary design, entitlement and permitting processes for Station 2.
- 2. County agrees to and shall pay \$100,000.00 to the Fire District, which sum shall be spent by the Fire District for the sole purpose of hiring outside consultants to conduct preliminary design, entitlement and permitting for Station 2, and paying fees associated with conducting this work.
- 3. \$100,000.00 shall constitute the contract limit. No payment shall be made to the Fire District in excess of the contract limit.
- 4. No Additional Consideration: Except as expressly set forth in this Agreement, the Fire District shall not be entitled to, nor receive from County, any additional reimbursement, consideration, compensation, salary, wages, or other type of remuneration under this Agreement. Specifically, the Fire District 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. Nor shall the Fire District be paid or reimbursed for travel expenses or meals of Fire District staff, board members or volunteers.

- 5. Upon termination or expiration, if less than the \$100,000.00 of funding provided by the County has been spent by the Fire District pursuant to the terms of this Agreement, all unspent funds remaining shall revert and be refunded to the County.
- 6. No funds provided to the Fire District pursuant to this Agreement shall be paid by the Fire District to Fire District staff, board members or volunteers.
- 7. Within the term of this Agreement, the Fire District shall submit to the County an itemized statement of all expenditures made by the Fire District pursuant to the terms of this Agreement, together with invoices, receipts or other documentation verifying those expenditures. All expenditures by the Fire District made pursuant to this Agreement must occur during the term of this Agreement. All funds are to be used solely for the purpose of hiring outside consultants to conduct preliminary design, entitlement and permitting for Station 2, including payment of fees associated with this work.
- 8. **Term**. The term of this Agreement shall be from April 1, 2024, to March 31, 2027, unless sooner terminated as provided below. Consultant services must be provided during the term of this Agreement in order to be eligible for reimbursement. Fees must be paid during the term of this Agreement in order to be eligible for reimbursement.
- 9. **Termination**. This Agreement may be terminated as provided below.
  - A. <u>Default</u>. If the Fire District abandons its planned construction of Station 2 or fails to comply with the terms of this Agreement, then the County may declare the Fire District in default and terminate this Agreement upon five (5) calendar days written notice to the Fire District. Upon such termination by default, County may recoup from the Fire District any unused portion of the \$100,000 paid to the Fire District pursuant to this Agreement.
  - B. <u>Funding Limitation</u>. The ability of the 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 five (5) calendar days of notifying the Fire District of the termination, reduction, or modification of available funding.
- 10. **Records and Reporting**. The Fire District shall prepare and maintain for a period of one year following the termination of this Agreement an accounting, together with supporting documents in sufficient form and detail to substantiate its actual expenditures for hiring outside consultants to conduct preliminary design, entitlement and permitting for Station 2, and paying associated fees. The Fire District shall provide the accounting to County within fifteen (15) calendar days of County's request, and as otherwise required by this Agreement.
- 11. **Defense, Indemnification, and Hold Harmless**. The Fire District 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 the Fire District, or the Fire District's agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of the Fire District, its agents, employees,

suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The Fire District's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this Agreement shall survive any termination or expiration of this Agreement.

- 12. **Mediation.** In the event of any dispute between the parties relating to this Agreement, the parties shall first mediate such dispute in good faith with a mediator agreed to by the parties prior to the initiation of any court action, excepting only a court action seeking a temporary restraining order, in which case the parties shall mediate after resolution of the application for temporary restraining order in court. Should any party fail to comply with this mediation requirement, that party shall forfeit its right to prevailing party attorneys' fees under this Agreement.
- 13. **Attorneys' Fees.** Should the parties become involved in any action at law or in equity related to

this Agreement or the enforcement, breach or interpretation thereof, the prevailing party therein shall be entitled to an award of attorneys' fees and costs reasonably incurred in such matter.

- 14. **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.
- 15. **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 is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.
- 16. **Notice**. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of any party during the term of this Agreement, which the Fire District or County shall be required to make, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

County of Mono Sandra Moberly County Administrative Officer 1290 Tavern Road PO Box 2415 Mammoth Lakes, CA 93546

Long Valley Fire Protection District: Scott McGuire Fire Chief 3605 Crowley Lake Drive Crowley Lake, Ca 93546

- 17. **Counterparts**. This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to Docusign or similar service, shall be deemed as valid and as enforceable as an original.
- 18. **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, County of Mornent on the day of	_	Valley Fire Protection District have executed th	is				
LONG V	/ALLEY FIRE PROTECTION DISTRICT:	COUNTY OF MONO:						
Ву:		Ву:						
Name:	Ron Day	Name:	Sandra Moberly					
Title:	Chair	Title:	County Administrative Officer					
Date:		Date:						
APPRO	VED AS TO FORM:							
COUNT	Y COUNSEL							
APPRO	VED BY RISK MANAGEMENT							

Risk Manager



### REGULAR AGENDA REQUEST

■ Print

14,	2024
	<i>ı</i> 14,

**Departments: Finance** 

**TIME REQUIRED PERSONS** 

Monthly Treasury Transaction Report APPEARING **SUBJECT BEFORE THE** 

**BOARD** 

### **AGENDA DESCRIPTION:**

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

Treasury Transaction Report for the month ending 3/31/2024.

#### **RECOMMENDED ACTION:**

Approve the Treasury Transaction Report for the month ending 3/31/2024.

#### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

**SEND COPIES TO:** 

### MINUTE ORDER REQUESTED:

YES NO

#### **ATTACHMENTS:**

Click to download

Treasury Transaction Report for the month ending 3/31/2024

History

Time Who **Approval** 

4/29/2024 2:28 PM County Counsel Yes 4/22/2024 12:53 PM Finance Yes 4/30/2024 11:25 AM County Administrative Office Yes



Mono County: Investment Portfolio

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transact	ions					<u> </u>			
Buy	3/19/2024	91282CFB2	1,000,000.00	T-Note 2.75 7/31/2027	94.59	945,937.50	3,626.37	4.50	949,563.87
Buy	3/20/2024	3133EP5U5	1,000,000.00	FFCB 4.125 3/20/2029	98.79	987,870.00	0.00	4.40	987,870.00
	Subtotal		2,000,000.00			1,933,807.50	3,626.37		1,937,433.87
Deposit	3/11/2024	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	3/14/2024	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	3/28/2024	CAMP60481	215,241.95	California Asset Management Program LGIP	100.00	215,241.95	0.00	0.00	215,241.95
Deposit	3/29/2024	OAKVALLEY0670	17,823.03	Oak Valley Bank Cash	100.00	17,823.03	0.00	0.00	17,823.03
Deposit	3/29/2024	OAKVALLEY0670	17,580,120.25	Oak Valley Bank Cash	100.00 17,580,120.25		0.00	0.00	17,580,120.25
Deposit	3/31/2024	31846V203	43,711.06	First American Gov Fund MM	t American Gov Fund MM 100.00 43,711.06		0.00	0.00	43,711.06
Deposit	3/31/2024	FIT	1,000,000.00	Funds in Transit Cash	100.00	1,000,000.00	0.00	0.00	1,000,000.00
	Subtotal		22,856,896.29			22,856,896.29	0.00		22,856,896.29
Total Buy Transactions									
Total Buy Transactions			24,856,896.29			24,790,703.79	3,626.37		24,794,330.16
Interest/Divide	ends		24,856,896.29			24,790,703.79	3,626.37		24,794,330.16
-	ends 3/1/2024	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	<b>3,626.37</b> 652.86	0.00	652.86
Interest/Divide				1ST Financial Bank, USA 3.3 8/2/2027 Veridian Credit Union 4.8 4/24/2025			,	0.00	
Interest/Divide	3/1/2024		0.00	<u> </u>		0.00	652.86		652.86
Interest/Divide	3/1/2024 3/1/2024	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	652.86 949.61	0.00	652.86 949.61
Interest/Dividence Interest Interest Interest	3/1/2024 3/1/2024 3/1/2024	92348DAC3 530520AB1 22551KAU6	0.00 0.00 0.00	Veridian Credit Union 4.8 4/24/2025 Liberty First Credit Union 4.4 1/17/2028		0.00 0.00 0.00	652.86 949.61 870.48	0.00	652.86 949.61 870.48
Interest/Divident Interest Int	3/1/2024 3/1/2024 3/1/2024 3/1/2024	92348DAC3 530520AB1 22551KAU6 752147HK7	0.00 0.00 0.00 0.00	Veridian Credit Union 4.8 4/24/2025 Liberty First Credit Union 4.4 1/17/2028 Credit Union of Texas 4.4 12/9/2027		0.00 0.00 0.00 0.00	652.86 949.61 870.48 870.48	0.00 0.00 0.00	652.86 949.61 870.48
Interest/Dividence Interest Interest Interest Interest Interest Interest Interest	3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024	92348DAC3 530520AB1 22551KAU6 752147HK7	0.00 0.00 0.00 0.00 0.00	Veridian Credit Union 4.8 4/24/2025 Liberty First Credit Union 4.4 1/17/2028 Credit Union of Texas 4.4 12/9/2027 Rancho Santiago CCD 0.956 9/1/2026 Evansville Teachers Federal Credit Union		0.00 0.00 0.00 0.00 0.00	652.86 949.61 870.48 870.48 3,465.50	0.00 0.00 0.00 0.00	652.86 949.61 870.48 870.48 3,465.50
Interest/Divident Interest Int	3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024	92348DAC3 530520AB1 22551KAU6 752147HK7 299547AQ2	0.00 0.00 0.00 0.00 0.00	Veridian Credit Union 4.8 4/24/2025 Liberty First Credit Union 4.4 1/17/2028 Credit Union of Texas 4.4 12/9/2027 Rancho Santiago CCD 0.956 9/1/2026 Evansville Teachers Federal Credit Union 2.6 6/12/ OnPath Federal Credit Union 4.85		0.00 0.00 0.00 0.00 0.00 0.00	652.86 949.61 870.48 870.48 3,465.50 514.37	0.00 0.00 0.00 0.00 0.00	652.86 949.61 870.48 870.48 3,465.50 514.37
Interest/Divident Interest Int	3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024	92348DAC3 530520AB1 22551KAU6 752147HK7 299547AQ2 68283MAP1	0.00 0.00 0.00 0.00 0.00 0.00	Veridian Credit Union 4.8 4/24/2025 Liberty First Credit Union 4.4 1/17/2028 Credit Union of Texas 4.4 12/9/2027 Rancho Santiago CCD 0.956 9/1/2026 Evansville Teachers Federal Credit Union 2.6 6/12/ OnPath Federal Credit Union 4.85 7/31/2028		0.00 0.00 0.00 0.00 0.00 0.00	652.86 949.61 870.48 870.48 3,465.50 514.37 951.80	0.00 0.00 0.00 0.00 0.00	652.86 949.61 870.48 870.48 3,465.50 514.37
Interest/Divident Interest Int	3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024	92348DAC3 530520AB1 22551KAU6 752147HK7 299547AQ2 68283MAP1 59161YAP1	0.00 0.00 0.00 0.00 0.00 0.00 0.00	Veridian Credit Union 4.8 4/24/2025 Liberty First Credit Union 4.4 1/17/2028 Credit Union of Texas 4.4 12/9/2027 Rancho Santiago CCD 0.956 9/1/2026 Evansville Teachers Federal Credit Union 2.6 6/12/ OnPath Federal Credit Union 4.85 7/31/2028 Metro Credit Union 1.7 2/18/2027		0.00 0.00 0.00 0.00 0.00 0.00 0.00	652.86 949.61 870.48 870.48 3,465.50 514.37 951.80	0.00 0.00 0.00 0.00 0.00 0.00	652.86 949.61 870.48 870.48 3,465.50 514.37 951.80
Interest/Divident Interest Int	3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024 3/1/2024	92348DAC3 530520AB1 22551KAU6 752147HK7 299547AQ2 68283MAP1 59161YAP1 194162AR4 538036HP2	0.00 0.00 0.00 0.00 0.00 0.00 0.00	Veridian Credit Union 4.8 4/24/2025 Liberty First Credit Union 4.4 1/17/2028 Credit Union of Texas 4.4 12/9/2027 Rancho Santiago CCD 0.956 9/1/2026 Evansville Teachers Federal Credit Union 2.6 6/12/ OnPath Federal Credit Union 4.85 7/31/2028 Metro Credit Union 1.7 2/18/2027 Colgate-Palmolice Co. 4.6 3/1/2028-23		0.00 0.00 0.00 0.00 0.00 0.00 0.00	652.86 949.61 870.48 870.48 3,465.50 514.37 951.80 336.32	0.00 0.00 0.00 0.00 0.00 0.00 0.00	652.86 949.61 870.48 870.48 3,465.50 514.37 951.80 336.32 11,500.00



Mono County: Investment Portfolio

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest		752147HJ0	0.00	Rancho Santiago Community College GO 0.734 9/2/202	T di ende i i i i i	0.00	1,835.00	0.00	1,835.00
Interest	3/1/2024	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	356.10	0.00	356.10
Interest	3/1/2024	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	890.26	0.00	890.26
Interest	3/2/2024	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	267.08	0.00	267.08
Interest	3/2/2024	27004PCM3	0.00	Eaglemark Savings Bank 2 3/2/2027		0.00	2,463.23	0.00	2,463.23
Interest	3/3/2024	29367RMJ2	0.00	Enterprise Bank 4.35 3/3/2028		0.00	5,292.46	0.00	5,292.46
Interest	3/3/2024	05580AW34	0.00	BMW Bank North America 4.35 3/3/2028		0.00	5,292.46	0.00	5,292.46
Interest	3/5/2024	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	633.07	0.00	633.07
Interest	3/7/2024	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	326.43	0.00	326.43
Interest	3/7/2024	90355GKU9	0.00	UBS Bank USA 4.1 2/7/2029		0.00	811.13	0.00	811.13
Interest	3/8/2024	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	949.61	0.00	949.61
Interest	3/8/2024	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	929.83	0.00	929.83
Interest	3/8/2024	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	356.10	0.00	356.10
Interest	3/8/2024	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	356.10	0.00	356.10
Interest	3/8/2024	3130AWTR1	0.00	FHLB 4.375 9/8/2028		0.00	26,006.94	0.00	26,006.94
Interest	3/8/2024	898812AB8	0.00	Tucson Federal Credit Union 4.95 8/8/2028		0.00	975.35	0.00	975.35
Interest	3/8/2024	3130ATUQ8	0.00	FHLB 4.75 3/8/2024		0.00	23,750.00	0.00	23,750.00
Interest	3/8/2024	3130A7PH2	0.00	FHLB 1.875 3/8/2024		0.00	9,375.00	0.00	9,375.00
Interest	3/9/2024	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	827.57	0.00	827.57
Interest	3/10/2024	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	840.80	0.00	840.80
Interest	3/10/2024	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	652.86	0.00	652.86
Interest	3/10/2024	649447VN6	0.00	New York Community Bank 0.7 9/10/2024		0.00	869.11	0.00	869.11
Interest	3/11/2024	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	138.48	0.00	138.48
Interest	3/12/2024	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	514.37	0.00	514.37
Interest	3/13/2024	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	563.83	0.00	563.83
Interest	3/13/2024	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	395.67	0.00	395.67
Interest	3/14/2024	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	326.43	0.00	326.43



Mono County: Investment Portfolio

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	3/14/2024	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	326.43	0.00	326.43
Interest	3/14/2024	46632FSH9	0.00	JP Morgan Chase Bank 1 9/14/2026-23		0.00	2,500.00	0.00	2,500.00
Interest	3/14/2024	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	939.72	0.00	939.72
Interest	3/15/2024	78413RAP2	0.00	SCE Federal Credit Union 4.25 2/15/2029		0.00	840.80	0.00	840.80
Interest	3/15/2024	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	692.42	0.00	692.42
Interest	3/16/2024	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	395.67	0.00	395.67
Interest	3/17/2024	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	890.26	0.00	890.26
Interest	3/17/2024	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	514.37	0.00	514.37
Interest	3/18/2024	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	227.51	0.00	227.51
Interest	3/18/2024	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	346.21	0.00	346.21
Interest	3/18/2024	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	346.21	0.00	346.21
Interest	3/20/2024	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	860.58	0.00	860.58
Interest	3/20/2024	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	870.48	0.00	870.48
Interest	3/21/2024	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	890.26	0.00	890.26
Interest	3/23/2024	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	405.56	0.00	405.56
Interest	3/23/2024	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	385.78	0.00	385.78
Interest	3/24/2024	3130ALN34	0.00	FHLB 0.7 3/24/2025-21		0.00	3,500.00	0.00	3,500.00
Interest	3/25/2024	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	890.26	0.00	890.26
Interest	3/25/2024	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	346.21	0.00	346.21
Interest	3/26/2024	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	98.92	0.00	98.92
Interest	3/26/2024	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	504.48	0.00	504.48
Interest	3/26/2024	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	326.43	0.00	326.43
Interest	3/26/2024	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	514.37	0.00	514.37
Interest	3/26/2024	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	682.53	0.00	682.53
Interest	3/26/2024	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	985.21	0.00	985.21



Mono County: Investment Portfolio

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	3/26/2024	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	985.21	0.00	985.21
Interest	3/27/2024	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	840.80	0.00	840.80
Interest	3/27/2024	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	147.78	0.00	147.78
Interest	3/27/2024	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	207.73	0.00	207.73
Interest	3/27/2024	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	217.62	0.00	217.62
Interest	3/28/2024	CAMP60481	0.00	California Asset Management Program LGIP		0.00	215,241.95	0.00	215,241.95
Interest	3/28/2024	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	900.15	0.00	900.15
Interest	3/28/2024	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	985.21	0.00	985.21
Interest	3/29/2024	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	178.05	0.00	178.05
Interest	3/29/2024	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	168.16	0.00	168.16
Interest	3/29/2024	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	17,823.03	0.00	17,823.03
Interest	3/30/2024	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,019.18	0.00	1,019.18
Interest	3/30/2024	77357DAB4	0.00	Rockland Federal Credit Union 5 11/30/2028		0.00	1,006.85	0.00	1,006.85
Interest	3/30/2024	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	839.10	0.00	839.10
Interest	3/30/2024	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,019.18	0.00	1,019.18
Interest	3/30/2024	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	900.49	0.00	900.49
Interest	3/30/2024	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,019.18	0.00	1,019.18
Interest	3/31/2024	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	3/31/2024	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	3/31/2024	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	890.26	0.00	890.26
Interest	3/31/2024	LAIF6000Q	0.00	Local Agency Investment Fund LGIP		0.00	5,667.46	0.00	5,667.46
Interest	3/31/2024	31846V203	0.00	First American Gov Fund MM		0.00	43,711.06	0.00	43,711.06
Interest	3/31/2024	912828YH7	0.00	T-Note 1.5 9/30/2024		0.00	7,500.00	0.00	7,500.00
Interest	3/31/2024	912828YG9	0.00	T-Note 1.625 9/30/2026		0.00	8,125.00	0.00	8,125.00
Interest	3/31/2024	912828W71	0.00	T-Note 2.125 3/31/2024		0.00	10,625.00	0.00	10,625.00
Interest	3/31/2024	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	941.08	0.00	941.08



Mono County: Investment Portfolio

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	3/31/2024	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	930.51	0.00	930.51
	Subtotal		0.00			0.00	449,559.78		449,559.78
Total Interest/Dividends			0.00			0.00	449,559.78		449,559.78
Sell Transac	tions								
Matured	3/8/2024	3130ATUQ8	1,000,000.00	FHLB 4.75 3/8/2024	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	3/8/2024	3130A7PH2	1,000,000.00	FHLB 1.875 3/8/2024	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	3/13/2024	69417ACG2	249,000.00	Pacific Crest Savings Bank 2.85 3/13/2024	0.00	249,000.00	0.00	0.00	249,000.00
Matured	3/31/2024	912828W71	1,000,000.00	T-Note 2.125 3/31/2024	0.00	1,000,000.00	0.00	0.00	1,000,000.00
	Subtotal		3,249,000.00			3,249,000.00	0.00		3,249,000.00
Withdraw	3/22/2024	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	3/26/2024	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	3/29/2024	OAKVALLEY0670	16,921,482.91	Oak Valley Bank Cash	0.00	16,921,482.91	0.00	0.00	16,921,482.91
Withdraw	3/31/2024	31846V203	43,711.06	First American Gov Fund MM	0.00	43,711.06	0.00	0.00	43,711.06
	Subtotal		18,965,193.97			18,965,193.97	0.00		18,965,193.97
Total Sell Transactions			22,214,193.97			22,214,193.97	0.00		22,214,193.97



### REGULAR AGENDA REQUEST

Print

MEETING DATE	May 14, 2024
--------------	--------------

**Departments: Finance** 

TIME REQUIRED

SUBJECT

Quarterly Investment Report

APPEARING
BEFORE THE
BOARD

### **AGENDA DESCRIPTION:**

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

Investment Report for the Quarter ending 3/31/2024.

RI	EC	ON	1MI	ENC	)ED	AC	TIC	)N:
	_~	~"				$\sim$		/ I T.

Approve the Investment Report for the (	Quarter ending	3/31/2024.
---	----------------	------------

ıcı	CA	 RЛ	D/	\C'	т.
U	$\smile$	 IVI	-	v	

None.

**CONTACT NAME:** Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

**SEND COPIES TO:** 

### **MINUTE ORDER REQUESTED:**

▼ YES □ NO

#### **ATTACHMENTS:**

Click to download

Investment Report for the Quarter ending 3/31/2024

History

 Time
 Who
 Approval

 4/29/2024 2:29 PM
 County Counsel
 Yes

5/6/2024 2:12 PM Finance Yes

5/6/2024 5:32 PM County Administrative Office Yes

Gerald A. Frank, CGIP Assistant Finance Director Treasurer-Tax Collector

P.O. Box 495 Bridgeport, California 93517 (760) 932-5480 Fax (760) 932-5481 Janet Dutcher, DPA, MPA, CPA, CGFM Finance Director Kimberly Bunn Assistant Finance Director Auditor-Controller

P.O. Box 556 Bridgeport, California 93517 (760) 932-5490 Fax (760) 932-5491

**Date:** May 14, 2024

**To:** Honorable Board of Supervisors

Treasury Oversight Committee Treasury Pool Participants

**From:** Gerald Frank

**Subject:** Quarterly Investment Report

The Treasury Pool investment report for the quarter ended March 31, 2024 is attached pursuant to Government Code §53646(b) and includes the following reports:

- Portfolio Holdings by Security Sector includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category Market Value –** Provides a graphic to make it easy to see the asset allocation by type of security.
- Distribution by Maturity Range Face Value Provides a bar graph to see the
  maturities of the various investments and gives the reader a sense of the liquidity
  of the portfolio.
- Treasury Cash Balances as of the Last Day of the Most Recent 14 Months –
  Shows growth in the current mix of cash and investments when compared to
  prior months and particularly the same time last year. Additionally, the section at
  the bottom shows maturity by month for all non-same day investments.
- Mono County Treasury Pool Quarterly Yield Comparison Shows, at a glance, the county pool performance in comparison to two-year US Treasuries and the California Local Agency Investment Fund (LAIF).
- Mono County Treasury Pool Participants Provides a graphic to make it easy to see the types of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff's Department has two accounts: The Civil Trust Account and the Sheriff's Revolving Fund. The balances in these accounts as of March 31, 2024 were \$30,443 and \$3,574 respectively.
- Mono County's PAPEBT (Public Agencies Post-Employment Benefits Trust) fund with PARS had a balance of \$29,889,010 as of March 31, 2024. This is a trust for the purpose of pre-funding both pension obligations and/or other postemployment benefits.

The Treasury was in compliance with the Mono County Investment Policy on March 31, 2024.

Weighted Average Maturity (WAM) as of March 31, 2024 was 592 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a book basis, the portfolio totaled \$196,694,469 and the market value was \$192,948,424 (calculated by US Bank) or 98.10% of book value. Market value does not include accrued interest, which was \$699,438 on the last day of the quarter.

### Investment Pool earnings are as shown below:

Quarter Ending	6/30/2023	9/30/2023	12/31/2023	3/31/2024
Average Daily Balance	203,934,310	180,097,421	194,379,546	201,903,669
Earned Interest (including accruals)	1,579,007	1,420,052	1,681,273	1,721,801
Earned Interest Rate	3.1056%	3.1283%	3.4316%	3.4299%
Number of Days in Quarter	91	92	92	91
Interest Received (net of amortized costs)	1,543,885	1,400,951	1,604,912	1,763,263
Administration Costs	\$11,750	\$11,726	\$13,737	\$22,680
Net Interest for Apportionment	\$1,532,135	\$1,389,225	\$1,591,175	\$1,740,583



Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Cash												
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	6,541,034.80	6,541,034.80	6,541,034.80	4.172	4.172	N/A	1	None		3.31
TTC Drawer Cash	CASH	10/12/2022	400.00	400.00	400.00	0.000	0.000	N/A		None		0.00
Sub Total / Average Cash			6,541,434.80	6,541,434.80	6,541,434.80	4.172	4.172	<u> </u>	1		0.00	3.31
Funds In Transit				, ,	, ,							
Funds in Transit Cash	FIT	3/31/2018	1,000,000.00	1,000,000.00	1,000,000.00	0.000	0.000	N/A	1	None		0.51
Sub Total / Average Funds In Transit	111	0/01/2010	1,000,000.00	1,000,000.00	1,000,000.00	0.000	0.000	14// (	1	TTORIO	0.00	
Local Government Investment Pools			,,	,,	,,							
California Asset Management Program LGIP	CAMP60481	8/3/2017	48,073,062.72	48,073,062.72	48,073,062.72	5.480	5.480	N/A	1	None		24.32
Local Agency Investment Fund LGIP	LAIF6000Q	7/1/2014	530,424.67	530,424.67	530,424.67	4.232	4.232			NR		0.27
Sub Total / Average Local Government Investment Pools	LAII 0000Q	17172014	48,603,487.39	48,603,487.39	48,603,487.39	5.466	5.466	19/73	1	IVIX	0.00	24.59
Money Market Mutual Funds			40,000,401.00	40,000,401.00	40,000,407.00	0.400	0.400		<u> </u>		0.00	24.00
First American Gov Fund MM	31846V203	3/14/2023	9,000,000.00	9,000,000.00	9,000,000.00	4.920	4.920	NI/A	1 4	Moodys-Aaa		4.55
	310401203	3/14/2023		, ,	, ,			IN/A	1	woodys-Ada	0.00	
Sub Total / Average Money Market Mutual Funds			9,000,000.00	9,000,000.00	9,000,000.00	4.920	4.920		1		0.00	4.55
CD Negotiable												
1ST Financial Bank, USA 3.3 8/2/2027	32022RSG3	8/2/2022	249,000.00	249,000.00	239,505.63	3.300	3.300	8/2/2027		None	675.37	0.13
A+ Federal Credit Union 4.55 4/28/2028	00224TAP1	4/28/2023	249,000.00	249,000.00	250,984.53	4.550	4.550	4/28/2028		None	93.12	0.13
Abacus Federal Savings Bank 1.75 10/18/2024	00257TBJ4	10/18/2019	249,000.00	249,000.00	244,171.89	1.750	1.750	10/18/2024		None	155.20	0.13
Alaska USA Federal Credit Union 4.7 3/8/2027	011852AD2	3/8/2023	249,000.00	249,000.00	249,368.52	4.700	4.700	3/8/2027		None	737.45	0.13
All In FCU 4.4 12/20/2027	01664MAB2	12/20/2022	249,000.00	249,000.00	248,810.76	4.400	4.400	12/20/2027	1,359	None	330.18	0.13
Alliant Credit Union 5 12/30/2027	01882MAC6	12/30/2022	248,000.00	248,000.00	253,049.28	5.000	5.000	12/30/2027	1,369	None	33.97	0.13
American Express National Bank 3 5/4/2027	02589ACK6	5/4/2022	246,000.00	246,000.00	234,686.46	3.000	3.000	5/4/2027	1,129	None	2,992.44	0.12
American First Credit Union 4.25 4/27/2028	02616ABY4	4/27/2023	249,000.00	249,000.00	248,163.36	4.250	4.250	4/27/2028	1,488	None	115.97	0.13
Austin Telco FCU 1.8 2/28/2025	052392AA5	2/28/2020	249,000.00	249,000.00	241,216.26	1.800	1.800	2/28/2025	334	None	368.38	0.13
AXOS Bank 1.65 3/26/2025	05465DAE8	3/26/2020	249,000.00	249,000.00	240,695.85	1.650	1.650	3/26/2025	360	None	56.28	0.13
Bank of Botetourt 1.75 10/25/2024	063907AA7	10/25/2019	249,000.00	249,000.00	244,017.51	1.750	1.750	10/25/2024	208	None	71.63	0.13
Bank of the Valley NE 4.1 9/30/2027	06543PDA0	9/30/2022	249,000.00	249,000.00	245,914.89	4.100	4.100	9/30/2027	1,278	None	27.97	0.13
Bank of Utah 4.25 5/10/2028	065427AC0	5/10/2023	249,000.00	249,000.00	248,173.32	4.250	4.250	5/10/2028	1,501	None	608.86	0.13
Baxter Federal Credit Union 5 11/30/2026	07181JAV6	11/28/2022	248,000.00	248,000.00	249,909.60	5.000	5.000	11/30/2026	974	None	101.92	0.13
Beal Bank USA 1.9 2/17/2027	07371CE88	2/23/2022	247,000.00	247,000.00	228,798.57	1.900	1.900	2/17/2027	1,053	None	475.73	0.12
Beal Bank, a Texas State Bank 1.9 2/17/2027	07371AYE7	2/23/2022	247,000.00	247,000.00	228,798.57	1.900	1.900	2/17/2027	1,053	None	475.73	0.12
Belmont Bank & Trust Co 4.2 12/9/2027	08016PEL9	12/9/2022	248,000.00	248,000.00	246,050.72	4.200	4.200	12/9/2027	1,348	None	627.81	0.13
Blue Ridge Bank 4.2 2/28/2028	09582YAF9	2/28/2023	244,000.00	244,000.00	242,514.04	4.200	4.200	2/28/2028		None	898.45	0.12
BMO Harris Bank NA 4.5 5/16/2028	05600XQE3	5/16/2023	244,000.00	244,000.00	245,444.48	4.500	4.500	5/16/2028		None	4,091.18	0.12
BMW Bank North America 4.35 3/3/2028	05580AW34	3/3/2023	244,000.00	244,000.00	243,787.72	4.350	4.350	3/3/2028	1,433	None	814.22	0.12
Caldwell Bank & Trust Company 1.95 8/19/2024	128829AE8	8/19/2019	247,000.00	247,000.00	243,717.37	1.950	1.950	8/19/2024		None	541.03	0.12
Capital One Bank USA NA 2 8/21/2024	14042TCB1	8/30/2019	245,000.00	245,000.00	241,748.85	2.000	2.000	8/21/2024		None	523.56	0.12
Capital One NA 2.8 4/20/2027	14042RQS3	4/20/2022	246,000.00	246,000.00	233,338.38	2.800	2.800	4/20/2027	1,115	None	3,076.01	0.12
Carter Federal Credit Union 0.75 4/27/2026	14622LAA0	4/27/2023	227,741.30	248,000.00	228,983.36	0.750	5.004	4/27/2026		None	20.38	0.13
Celtic Bank 1.35 4/2/2025	15118RUR6	4/2/2020	249,000.00	249,000.00	239,839.29	1.350	1.350	4/2/2025		None	267.08	0.13
Centerstate Bank 1 4/30/2025	15201QDK0	5/13/2020	248,000.00	248,000.00	237,417.84	1.000	1.000	4/30/2025		None	1,039.56	0.13
CF Bank 2 8/13/2024	15721UDA4	8/13/2019	249,000.00	249,000.00	245,897.46	2.000	2.000	8/13/2024		None	245.59	0.13
CIBC Bank 4.45 4/13/2028	12547CAX6	4/14/2023	244,000.00	244,000.00	244,978.44	4.450	4.450	4/13/2028		None	5,027.40	0.12
City National Bank of Metropolis 1.65 2/14/2025	17801GBX6	2/14/2020	249,000.00	249,000.00	241,539.96	1.650	1.650	2/14/2025		None	191.35	0.13
Commercial Savings Bank 1.8 10/18/2024	202291AG5	10/18/2019	247,000.00	247,000.00	242,302.06	1.800	1.800	10/18/2024		None	2,009.84	0.12
Community Commerce Bank 3.3 8/10/2027	20367GBH1	8/10/2022	249,000.00	249,000.00	239,475.75	3.300	3.300	8/10/2027	, ,	None	472.76	0.13
Congressional Bank 2.1 7/24/2024	20726ABD9	7/24/2019	247,000.00	247,000.00	244,401.56	2.100	2.100	7/24/2024	115	None	952.13	0.12



COUNTY			710 01 1 1	1101101, 2	· · · · · · · · · · · · · · · · · · ·							
Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
Connex Credit Union 0.5 8/26/2024	208212AR1	8/26/2021	249,000.00	249,000.00	244,097.19	0.500	0.500	8/26/2024	148	None	17.05	0.13
Cornerstone Community Bank 2.6 5/17/2024	219240BY3	5/17/2019	249,000.00	249,000.00	248,056.29	2.600	2.600	5/17/2024	47	None	248.32	0.13
County Schools FCU 4.4 9/30/2027	22258JAB7	9/30/2022	249,000.00	249,000.00	248,332.68	4.400	4.400	9/30/2027	1,278	None	30.02	0.13
Credit Union of Texas 4.4 12/9/2027	22551KAU6	12/9/2022	249,000.00	249,000.00	248,746.02	4.400	4.400	12/9/2027	1,348	None	900.49	0.13
Delta National Bank and Trust 0.55 7/21/2025	24773RBW4	7/31/2020	249,000.00	249,000.00	234,998.73	0.550	0.550	7/21/2025	477	None	225.12	0.13
Department of Commerce FCU 5 11/30/2027	24951TAW5	11/30/2022	248,000.00	248,000.00	252,744.24	5.000	5.000	11/30/2027	1,339	None	33.97	0.13
Discover Bank 3.2 5/19/2027	254673D94	5/19/2022	246,000.00	246,000.00	236,068.98	3.200	3.200	5/19/2027	1,144	None	2,889.99	0.12
Dort Financial Credit Union 4.5 12/16/2027	25844MAK4	12/16/2022	247,000.00	247,000.00	247,671.84	4.500	4.500	12/16/2027	1,355	None	2,740.68	0.12
Eaglemark Savings Bank 2 3/2/2027	27004PCM3	3/2/2022	247,000.00	247,000.00	229,186.36	2.000	2.000	3/2/2027	1,066	None	392.49	0.12
Enterprise Bank & Trust 1.8 11/8/2024	29367SJQ8	11/8/2019	249,000.00	249,000.00	243,810.84	1.800	1.800	11/8/2024	222	None	282.43	0.13
Enterprise Bank 4.35 3/3/2028	29367RMJ2	3/3/2023	244,000.00	244,000.00	243,787.72	4.350	4.350	3/3/2028	1,433	None	814.22	0.12
Evansville Teachers Federal Credit Union 2.6 6/12/	299547AQ2	6/12/2019	249,000.00	249,000.00	247,578.21	2.600	2.600	6/12/2024	73	None	532.11	0.13
First Financial 4.45 2/8/2028	32024DAC0	2/8/2023	249,000.00	249,000.00	249,595.11	4.450	4.450	2/8/2028	1,409	None	0.00	0.13
First Foundation Bank 4.7 11/4/2027	32026UYA8	11/4/2022	244,000.00	244,000.00	245,895.88	4.700	4.700	11/4/2027	1,313	None	4,650.04	0.12
First Jackson Bank 1.05 3/27/2025	32063KAV4	3/27/2020	248,760.79	249,000.00	239,226.75	1.050	1.150	3/27/2025	361	None	28.65	0.13
First Kentucky Bank Inc 2.55 4/26/2024	32065TAZ4	4/26/2019	249,000.00	249,000.00	248,439.75	2.550	2.550	4/26/2024	26	None	86.98	0.13
First National Bank of Michigan 1.65 2/14/2025	32114VBT3	2/14/2020	249,000.00	249,000.00	241,539.96	1.650	1.650	2/14/2025	320	None	191.35	0.13
Firstier Bank 1.95 8/23/2024	33766LAJ7	8/23/2019	249,000.00	249,000.00	245,628.54	1.950	1.950	8/23/2024	145	None	106.42	0.13
Flagstar Bank FSB 0.6 7/22/2025	33847E3W5	7/22/2020	249,000.00	249,000.00	235,128.21	0.600	0.600	7/22/2025	478	None	282.43	0.13
Goldman Sachs Bank USA 0.85 7/28/2026	38149MWX7	7/28/2021	248,000.00	248,000.00	226,709.20	0.850	0.850	7/28/2026	849	None	363.85	0.13
Haddon Savings Bank 0.35 10/20/2025	404730DA8	11/12/2020	248,426.55	249,000.00	231,983.34	0.350	0.486	10/20/2025	568	None	391.58	0.13
HealthcareSystemsFCU 4.35 1/31/2028	42228LAL5	1/31/2023	249,000.00	249,000.00	248,658.87	4.350	4.350	1/31/2028	1,401	None	0.00	0.13
Ideal Credit Union 4.5 12/29/2027	45157PAZ3	12/29/2022	249,000.00	249,000.00	249,754.47	4.500	4.500	12/29/2027	1,368	None	920.96	0.13
Inspire Federal Credit Union 1.15 3/18/2025	457731AK3	3/18/2020	249,000.00	249,000.00	239,674.95	1.150	1.150	3/18/2025	352	None	101.99	0.13
Institution for Savings in Newburyport 0.85 7/29/2	45780PAX3	7/29/2021	249,000.00	249,000.00	227,471.46	0.850	0.850	7/29/2026	850	None	11.60	0.13
Kemba Financial Credit Union 1.75 10/18/2024	48836LAF9	10/18/2019	249,000.00	249,000.00	244,171.89	1.750	1.750	10/18/2024	201	None	155.20	0.13
Latino Community Credit Union 4.5 12/21/2027	51828MAC8	12/21/2022	249,000.00	249,000.00	249,672.30	4.500	4.500	12/21/2027	1,360	None	306.99	0.13
LCA Bank Corp 4.8 11/15/2027	501798SZ6	11/15/2022	244,000.00	244,000.00	246,898.72	4.800	4.800	11/15/2027	1,324	None	4,428.10	0.12
Leaders Credit Union 5 6/30/2028	52171MAJ4	6/30/2023	248,000.00	248,000.00	254,465.36	5.000	5.000	6/30/2028	1,552	None	33.97	0.13
Liberty First Credit Union 4.4 1/17/2028	530520AB1	1/17/2023	249,000.00	249,000.00	249,014.94	4.400	4.400	1/17/2028	1,387	None	900.49	0.13
Live Oak Banking Company 1.85 1/20/2025	538036HP2	1/24/2020	249,000.00	249,000.00	242,448.81	1.850	1.850	1/20/2025	295	None	378.62	0.13
Mainstreet Bank 2.6 4/26/2024	56065GAG3	4/26/2019	249,000.00	249,000.00	248,449.71	2.600	2.600	4/26/2024	26	None	88.68	0.13
Metro Credit Union 1.7 2/18/2027	59161YAP1	2/18/2022	249,000.00	249,000.00	229,102.41	1.700	1.700	2/18/2027	1,054	None	347.92	0.13
Morgan Stanley Bank 4.65 4/6/2028	61690U3V0	4/6/2023	246,000.00	246,000.00	248,693.70	4.650	4.650	4/6/2028	1,467	None	5,547.13	0.12
Morgan Stanley Private Bank 5.05 11/8/2028	61768EE82	11/8/2023	243,000.00	243,000.00	250,365.33	5.050	5.050	11/8/2028	1,683	None	4,841.36	0.12
Neighbors Federal Credit Union 5 7/26/2028	64017ABA1	7/26/2023	248,000.00	248,000.00	254,567.04	5.000	5.000	7/26/2028	1,578	None	169.86	0.13
New York Community Bank 0.7 9/10/2024	649447VN6	9/10/2021	249,000.00	249,000.00	243,820.80	0.700	0.700	9/10/2024	163	None	100.28	0.13
OnPath Federal Credit Union 4.85 7/31/2028	68283MAP1	7/31/2023	247,000.00	247,000.00	252,127.72	4.850	4.850	7/31/2028	1,583	None	984.62	0.12
Pacific Enterprise Bank 1.15 3/31/2025	694231AC5	3/31/2020	249,000.00	249,000.00	239,398.56	1.150	1.150	3/31/2025	365	None	0.00	0.13
Pathfinder Bank 0.7 3/11/2026	70320KAX9	3/11/2021	249,000.00	249,000.00	229,747.32	0.700	0.700	3/11/2026	710	None	95.51	0.13
Pentagon Federal Credit Union 0.9 9/29/2026	70962LAS1	9/29/2021	249,000.00	249,000.00	226,517.79	0.900	0.900	9/29/2026	912	None	12.28	0.13
Peoples Bank Newton NC 2 7/31/2024	710571DS6	8/1/2019	248,950.09	249,000.00	246,183.81	2.000	2.063	7/31/2024	122	None	0.00	0.13
Pitney Bowes Bank 4.35 4/13/2028	724468AC7	4/14/2023	244,000.00	244,000.00	244,082.96	4.350	4.350	4/13/2028	1,474	None	4,914.43	0.12
Plains Commerce Bank 2.6 5/10/2024	72651LCJ1	5/10/2019	245,000.00	245,000.00	244,184.15	2.600	2.600	5/10/2024	40	None	2,478.19	0.12
Preferred Bank LA Calif 2 8/16/2024	740367HP5	8/16/2019	249,000.00	249,000.00	245,832.72	2.000	2.000	8/16/2024	138	None	204.66	0.13
Raymond James Bank, NA 2 8/23/2024	75472RAE1	8/23/2019	247,000.00	247,000.00	243,677.85	2.000	2.000	8/23/2024	145	None	500.77	0.12



Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
Resource One Credit Union 1.9 11/27/2024	76124YAB2	2/4/2020	245,310.34	245,000.00	239,659.00	1.900	1.700	11/27/2024	241	None	382.60	0.12
Rockland Federal Credit Union 5 11/30/2028	77357DAB4	12/1/2023	245,000.00	245,000.00	252,166.25	5.000	5.000	11/30/2028	1,705	None	33.56	0.12
Sallie Mae Bank/Salt Lake 2.75 4/10/2024	7954502D6	4/10/2019	245,000.00	245,000.00	244,723,15	2.750	2.750	4/10/2024	10	None	3.193.39	0.12
San Francisco FCU 1.1 3/27/2025	79772FAF3	3/27/2020	249,000.00	249,000.00	239,346.27	1.100	1.100	3/27/2025		None	30.02	0.13
SCE Federal Credit Union 4.25 2/15/2029	78413RAP2	2/15/2024	249,000.00	249,000.00	248,452.20	4.250	4.250	2/15/2029		None	463.89	0.13
Sharonview Federal Credit Union 3.5 8/16/2027	819866BL7	8/16/2022	249.000.00	249,000.00	241.049.43	3,500	3.500	8/16/2027		None	382.03	0.13
Signature Federal Credit Union 4.4 1/31/2028	82671DAB3	1/31/2023	249,000.00	249,000.00	249,099.60	4.400	4.400	1/31/2028	1,401	None	0.00	0.13
SPCO Credit Union 4.35 1/20/2028	78472EAB0	1/20/2023	249,000.00	249,000.00	248,584.17	4.350	4.350	1/20/2028	1,390	None	326.43	0.13
Star Financial Credit Union 4.5 1/25/2028	85513MAA0	1/25/2023	249,000.00	249,000.00	249,931.26	4.500	4.500	1/25/2028	1,395	None	184.19	0.13
State Bank of Reeseville 2.6 4/12/2024	856487AM5	4/12/2019	249,000.00	249,000.00	248,706.18	2.600	2.600	4/12/2024	12	None	337.00	0.13
Synchrony Bank 1.45 4/17/2025	87165FZD9	4/17/2020	248,000.00	248,000.00	238,861.20	1.450	1.450	4/17/2025	382	None	1,635.44	0.13
The Farmers & Merchants Bank 3.2 8/5/2027	307811EM7	8/5/2022	249,000.00	249,000.00	238,708.83	3.200	3.200	8/5/2027	1,222	None	567.58	0.13
Third Federal Savings & Loan 1.95 11/25/2024	88413QCK2	11/25/2019	245,000.00	245,000.00	239,813.35	1.950	1.950	11/25/2024	239	None	1,662.31	0.12
Toyota Financial Savings Bank 0.9 4/22/2026	89235MKY6	4/22/2021	248,000.00	248,000.00	229,023.04	0.900	0.900	4/22/2026	752	None	984.53	0.13
Triad Bank/Frontenac MO 1.8 11/8/2024	89579NCB7	11/8/2019	249,000.00	249,000.00	243,810.84	1.800	1.800	11/8/2024	222	None	282.43	0.13
True Sky Credit Union 4.5 11/30/2027	89786MAH7	11/30/2022	244,000.00	244,000.00	244,463.60	4.500	4.500	11/30/2027	1,339	None	3,670.03	0.12
TTCU Federal Credit Union 5 7/26/2028	89854LAD5	7/26/2023	248,000.00	248,000.00	254,567.04	5.000	5.000	7/26/2028	1,578	None	169.86	0.13
Tucson Federal Credit Union 4.95 8/8/2028	898812AB8	8/8/2023	248,000.00	248,000.00	254,140.48	4.950	4.950	8/8/2028	1,591	None	773.56	0.13
UBS Bank USA 4.1 2/7/2029	90355GKU9	2/7/2024	249,000.00	249,000.00	246,806.31	4.100	4.100	2/7/2029	1,774	None	671.28	0.13
UFirst Federal Credit Union 4.8 3/9/2026	902684AC3	3/8/2023	249,000.00	249,000.00	248,663.85	4.800	4.800	3/9/2026	708	None	753.14	0.13
United Community Bank 1.65 2/7/2025	90983WBT7	2/7/2020	249,000.00	249,000.00	241,684.38	1.650	1.650	2/7/2025	313	None	270.15	0.13
University Bank 4.5 3/17/2028	914098DP0	3/17/2023	249,000.00	249,000.00	250,339.62	4.500	4.500	3/17/2028	1,447	None	429.78	0.13
USAlliance Federal Credit Union 3.45 8/26/2027	90352RCR4	8/26/2022	249,000.00	249,000.00	240,636.09	3.450	3.450	8/26/2027	1,243	None	117.68	0.13
Utah First Federal Credit Union 4.75 7/14/2028	91739JAA3	7/14/2023	249,000.00	249,000.00	258,865.38	4.750	4.750	7/14/2028	1,566	None	550.87	0.13
Veridian Credit Union 4.8 4/24/2025	92348DAC3	4/24/2023	249,000.00	249,000.00	248,285.37	4.800	4.800	4/24/2025	389	None	982.36	0.13
VYSTAR Credit Union 4.45 9/30/2027	92891CCP5	9/30/2022	249,000.00	249,000.00	248,706.18	4.450	4.450	9/30/2027	1,278	None	910.73	0.13
Washington Federal Bank 2.05 8/23/2024	938828BJ8	8/23/2019	249,000.00	249,000.00	245,728.14	2.050	2.050	8/23/2024	145	None	111.88	0.13
Sub Total / Average CD Negotiable			26,006,189.07	26,027,000.00	25,580,732.97	3.005	3.046		864		90,727.07	13.17
Corporate Bonds												
3M Company 2 2/14/2025-25	88579YBH3	1/21/2022	502,185.71	500,000.00	484,815.00	2.000	1.487	2/14/2025	320	Moodys-A3	1,305.56	0.25
Apple Inc 0.7 2/8/2026-21	037833EB2	2/24/2021	498,917.73	500,000.00	463,870.00	0.700	0.819	2/8/2026		Moodys-Aaa	515.28	0.25
Apple Inc. 3.45 5/6/2024-14	037833AS9	5/6/2019	500,289.46	500.000.00	498,985.00	3.450	2.816	5/6/2024		Moodys-Aaa	6,947.92	0.25
Bank of New York Mellon 2.1 10/24/2024	06406RAL1	10/24/2019	499,986.40	500,000.00	490,355.00	2.100	2.105	10/24/2024		Moodys-A1	4,579.17	0.25
Bank of New York Mellon 3.4 1/29/2028-27	06406RAF4	2/2/2023	482,493,30	500.000.00	474.880.00	3,400	4.428	1/29/2028		Moodys-A1	2.927.78	0.25
Colgate-Palmolice Co. 4.6 3/1/2028-23	194162AR4	3/2/2023	500,050.94	500,000.00	505,310.00	4.600	4.597	3/1/2028	,	Moodys-Aa3	1,916.67	0.25
John Deere Capital Corp 1.05 6/17/2026	24422EVR7	8/12/2021	499,537.55	500,000.00	460,310.00	1.050	1.093	6/17/2026		Moodys-A1	1,516.67	0.25
Johnson & Johnson 2.625 1/15/2025-17	478160CJ1	1/16/2020	502,764.15	500,000.00	490,110.00	2.625	1.892	1/15/2025		Moodys-Aaa	2,770.83	0.25
Johnson & Johnson 2.9 1/15/2028-27	478160CK8	2/8/2023	479.194.26	500.000.00	473.640.00	2.900	4.123	1/15/2028		Moodys-Aaa	3.061.11	0.25
JP Morgan Chase Bank 1 9/14/2026-23	46632FSH9	9/14/2021	500,000.00	500,000.00	458,939.00	1.000	1.000	9/14/2026	,	Moodys-Aa2	236.11	0.25
Microsoft Corp 2.7 2/12/2025-24	594918BB9	2/13/2020	504,126.51	500,000.00	489,780,00	2.700	1.707	2/12/2025		Moodys-Aaa	1,837.50	0.25
Microsoft Corp 3.125 11/3/2025-25	594918BJ2	1/23/2023	491,806,13	500,000.00	487.005.00	3.125	4.225	11/3/2025		Moodys-Aaa	6,423.61	0.25
Pfizer Inc 0.8 5/28/2025-25	717081EX7	1/24/2022	495,770.00	500,000.00	476,425.00	0.800	1.551	5/28/2025		Moodys-A2	1,366,67	0.25
Procter & Gamble Co 3.95 1/26/2028-23	742718FZ7	2/8/2023	504,072.10	507,000.00	499,902.00	3.950	4.118	1/26/2028		Moodys-Aa3	3,615.90	0.26
Proctor & Gamble Co. 1.9 2/1/2027	742718FV6	2/2/2022	500,338.09	500,000.00	464,975.00	1.900	1.875	2/1/2027		Moodys-Aa3	1,583.33	0.25
Toyota Motor Credit Corp 1.125 6/18/2026	89236TJK2	7/23/2021	500,537.53	500.000.00	460,215.00	1.125	1.075	6/18/2026		Moodys-A1	1,609.38	0.25
Toyota Motor Credit Corp 4.65 1/5/2029	89236TLL7	2/6/2024	499,864.21	500,000.00	496,940.00	4.650	4.656	1/5/2029		Moodys-A1	5,554.17	0.25
US Bancorp 1.45 5/12/2025	91159HHZ6	2/12/2021	504.311.79	500,000.00	479,350.00	1.450	0.665	5/12/2025		Moodys-A3	2,799.31	0.25
US Bank NA 2.05 1/21/2025	90331HPL1	4/20/2022	496,402.14	500,000.00	486,680.00	2.050	2.982	1/21/2025		Moodys-A2	1,993.06	0.25
Sub Total / Average Corporate Bonds			9,462,648.00	9,507,000.00	9,142,486.00	2.400	2.486		762		52,560.03	4.81



				·								
Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Municipal Bonds												
Alvord Unified School Dist 1.327 8/1/2026	022555WU6	8/5/2022	667.833.65	700.000.00	647.017.00	1.327	3,450	8/1/2026	853	S&P-AA	1.548.17	0.35
Belmont-Redwood Shores Sch Dist 1.099 8/1/2026	080495HP2	8/4/2021	210,000.00	210,000.00	193,670.40	1.099	1.099	8/1/2026		Moodys-Aa1	384.65	0.11
Beverly Hills USD 2.65 8/1/2025	088023PK6	7/18/2022	494,968.32	500.000.00	485.065.00	2.650	3.451	8/1/2025		Moodys-Aa1	2,208.33	0.25
Bonita Unified School District 0.58 8/1/2024	098203VV1	4/15/2021	250,000.00	250,000.00	246,230.00	0.580	0.580	8/1/2024		S&P-AA-	241.67	0.13
Bonita Unified School District 1.054 8/1/2025	098203VW9	4/15/2021	250,000.00	250,000.00	237,155.00	1.054	1.054	8/1/2025		S&P-AA-	439.17	0.13
California Health Facilities Financing Authority 3	13032UC48	6/1/2022	494,848.63	500,000.00	479,845.00	3.244	3.602	6/1/2027		Moodys-Aa3	5,406.67	0.25
California State Uninversity 1.361 11/1/2027	13077DQF2	11/1/2022	601,977.92	685,000.00	614,040.85	1.361	5.246	11/1/2027		Moodys-Aa2	3,884.52	0.35
California State University 1.521 11/1/2028	13077DQG0	11/1/2023	423,401.20	500,000.00	439,530.00	1.521	5.374	11/1/2028		Moodys-Aa2	3,168.75	0.25
Citrus Community College GO 0.819 8/1/2025	17741RGC6	8/4/2020	350,000.00	350,000.00	331,614.50	0.819	0.819	8/1/2025		Moodys-Aa1	477.75	0.18
City of Glendora CA POB 1.898 6/1/2024	378612AE5	9/5/2019	500,000.00	500,000.00	496,995.00	1.898	1.898	6/1/2024		S&P-AAA	3.163.33	0.10
County of Alameda 3.46 8/1/2027	010878BF2	8/24/2022	500,000.00	500,000.00	483,355.00	3.460	3.460	8/1/2027		S&P-AAA	2,883.33	0.25
Desert Sands Unified School District 1.544 8/1/202	250433TY5	5/22/2020	305,242.67	305,000.00	301,150.90	1.544	1.300	8/1/2024		Moodys-Aa2	784.87	0.15
East Side Union High School District 1.331 8/1/202	275282PT2	8/16/2021	503,188.74	500,000.00	464,175.00	1.331	1.050	8/1/2026		Moodys-Aa3	1,109.17	0.25
Fremont Unified School District 1.113 8/1/2027	357155BA7	8/23/2022	274,859.51	300,000.00	268,830.00	1.113	3.900	8/1/2027		Moodys-Aa2	556.50	0.15
Long Beach Community College Dist 2 5/1/2025	542411NZ2	3/25/2021	273,291.11	270,000.00	261,349.20	2.000	0.853	5/1/2025		Moodys-Aa2	2,250.00	0.14
Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024	5445872S6	3/10/2021	500,182.39	500,000.00	486,735.00	0.683	0.620	11/1/2024		S&P-AA-	1,422.92	0.25
Menlo Park City School Dist 1.928 7/1/2024	586840NA4	10/8/2019	500,000.00	500,000.00	495,835.00	1.928	1.928	7/1/2024		Moodys-Aaa	2,410.00	0.25
Milpitas USD 0.943 8/1/2025	601670MH2	7/18/2022	677,937.56	700,000.00	664,335.00	0.943	3,450	8/1/2025		Moodys-Aa1	1,100.17	0.25
Napa Valley Unified School District 1.094 8/1/2026	630362ER8	8/17/2021	500,951.97	500,000.00	460,550.00	1.094	1.010	8/1/2026		Moodys-Aa3	911.67	0.25
Pasadena USD 2.073 5/1/2026	702282QD9	10/1/2021	509,988.98	500,000.00	473,775.00	2.073	1.088	5/1/2026		Moodys-Aa3	4,318.75	0.25
Rancho Santiago CCD 0.956 9/1/2026	752147HK7	7/19/2022	683,428.80	725,000.00	663,824.50	0.956	3,524	9/1/2026		Moodys-Aa2	577.58	0.23
Rancho Santiago Community College GO 0.734 9/2/202	752147HJ0	9/2/2020	500,000.00	500,000.00	471,445.00	0.734	0.734	9/2/2025		Moodys-Aa2	305.83	0.25
Riverside County Ca Inf Fing Authority 1.766 11/1/	76913DFY8	11/4/2022	443,978.28	500,000.00	452,510.00	1.766	5.368	11/1/2027		S&P-AA-	3,679.17	0.25
Rosemead School District 2.042 8/1/2024	777526MP6	10/9/2019	350,000.00	350,000.00	346,087.00	2.042	2.042	8/1/2024		Moodys-Aa3	1,191.17	0.18
Saddleback Valley School Dist 2.4 8/1/2027	786318LF0	8/10/2022	484,656.02	500,000.00	467,740.00	2.400	3,408	8/1/2027		Moodys-Aa1	2,000.00	0.10
San Bernardino Ca Cmntv CLG Dist 1.097 8/1/2026	796720PB0	8/5/2021	250,000.00	250.000.00	230.967.50	1.097	1.097	8/1/2026		Moodys-Aa1	457.08	0.13
San Bernardino City USD 0.984 8/1/2024	796711G86	10/6/2020	335,203.81	335,000.00	330,383.70	0.984	0.800	8/1/2024		Moodys-A1	549.40	0.13
San Bernardino Community College District 2.044 8/	796720MG2	12/12/2019	250,000.00	250.000.00	247,287.50	2.044	2.044	8/1/2024		Moodys-Aa1	851.67	0.17
San Diego Community College Dist 2.407 8/1/2027	797272QS3	8/8/2022	974,294.11	1,000,000.00	935,690.00	2.407	3.248	8/1/2027		Moodys-Aa1	4,011.67	0.13
San Diego Public Facs Fing Auth Wtr Rev 2.003 8/1/	79730CJL9	8/25/2022	475.014.78	500.000.00	458.755.00	2.003	3.654	8/1/2027		Moodys-Aa1	1.669.17	0.25
San Dieguito UHSD 1.94 8/1/2027	797508HG6	8/15/2022	366,007.30	385,000.00	354,742.85	1.940	3.567	8/1/2027		Moodys-Aa1	1,244.83	0.19
San Jose Evergreen Community College Dist 1.908 8/	798189PW0	10/1/2019	250,000.00	250,000.00	247,137.50	1.908	1.908	8/1/2024		Moodys-Aa1	795.00	0.13
Southwestern Community College GO 0.891 8/1/2025	845389JH9	8/5/2020	500,660.22	500,000.00	474,500.00	0.891	0.790	8/1/2025		Moodys-Aa2	742.50	0.15
State of California 3 4/1/2024	13063DLZ9	4/4/2019	500,006.13	500,000.00	500,000.00	3.000	2.520	4/1/2024		Moodys-Aa2	7,500.00	0.25
University of California 0.985 5/15/2025	91412HKZ5	3/10/2021	500,465.85	500,000.00	477,520.00	0.985	0.900	5/15/2025		Moodys-Aa3	1.860.56	0.25
University of California 3.466 5/15/2024-18	91412HBL6	7/9/2019	500,776.96	500,000.00	498,740.00	3.466	2.131	5/15/2024		Moodys-Aa2	6,546.89	0.25
University of California 3.436 3/15/2024	91412GVB8	3/8/2021	456,713,11	455.000.00	453,948.95	3.638	0.550	5/15/2024		Moodys-Aa2	6,253.32	0.23
West Contra Costa USD 2.077 8/1/2026	9523472G6	9/23/2021	496,652.81	485,000.00	455,604.15	2.077	1.020	8/1/2026		,	1,678.91	0.25
Sub Total / Average Municipal Bonds	932347200	9/23/2021	17,106,530.83	17,505,000.00	16,598,136.50	1.781	2.445	0/1/2020	700	,	80.585.14	8.86
US Agency			17,100,530.63	17,505,000.00	10,390,130.30	1.701	2.445		700		60,565.14	0.00
FAMC 4.04 1/22/2029	31424WFE7	1/25/2024	996,135.10	1,000,000.00	989,750.00	4.040	4.130	1/22/2029	1 750	None	7,743.33	0.51
FAMC 4.32 7/17/2028	31422X4Y5	7/17/2023	1,000,000.00	1,000,000.00	1.000.530.00	4.040	4.130	7/17/2028		None	8.880.00	0.51
		11/1/2023			, ,	4.320	4.320				-,	0.51
FAMC 4.92 11/1/2028	31424WBJ0		1,000,000.00	1,000,000.00	1,026,200.00			11/1/2028		None Mandus Ass	20,500.00	
FFCB 0.33 4/5/2024-22	3133EMVD1	4/5/2021	999,993.16	1,000,000.00	999,370.00	0.330	0.380	4/5/2024		Moodys-Aaa	1,613.33	0.51
FFCB 0.52 10/14/2025-21	3133EMCP5	10/14/2020	999,615.28	1,000,000.00	936,070.00	0.520	0.545	10/14/2025		Moodys-Aaa	2,412.22	0.51
FFCB 0.53 10/22/2025-21	3133EMEC2	11/6/2020	999,370.51	1,000,000.00	935,380.00	0.530	0.571	10/22/2025		Moodys-Aaa	2,340.83	0.51
FFCB 0.68 6/10/2025-22	3133ELH80	6/26/2020	1,000,000.00	1,000,000.00	950,320.00	0.680	0.680	6/10/2025		Moodys-Aaa	2,096.67	0.51
FFCB 0.77 7/20/2027	3133ELV92	10/18/2023	874,201.27	1,000,000.00	887,670.00	0.770	4.993	7/20/2027	1,206	Moodys-Aaa	1,518.61	0.51



Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FFCB 1.27 11/16/2026-23	3133ENEF3	11/16/2021	1,000,000.00	1,000,000.00	913,010.00	1.270	1.270	11/16/2026		Moodys-Aaa	4,762.50	0.51
FFCB 1.32 6/1/2026	3133ENGC8	12/1/2021	1,000,000.00	1,000,000.00	932,100.00	1.320	1.320	6/1/2026		Moodys-Aaa	4,400.00	0.51
FFCB 1.5 10/16/2024	3133EK3B0	10/18/2019	998,992.46	1,000,000.00	980,190.00	1.500	1.694	10/16/2024		Moodys-Aaa	6,875.00	0.51
FFCB 2.18 2/16/2027-24	3133ENPB0	2/16/2022	1,000,000.00	1,000,000.00	934,790.00	2.180	2.180	2/16/2027		Moodys-Aaa	2,725.00	0.51
FFCB 2.875 4/26/2027	3133ENVD9	4/26/2022	995,641.24	1,000,000.00	954,680.00	2.875	3.029	4/26/2027		Moodys-Aaa	12,378.47	0.51
FFCB 3.05 7/19/2027	3133ENB33	7/19/2022	1,000,000.00	1,000,000.00	956,960.00	3.050	3.050	7/19/2027	,	Moodys-Aaa	6,100.00	0.51
FFCB 3.25 7/17/2028	3133EPQD0	7/17/2023	998,479.95	1,000,000.00	997,820.00	3.250	3.289	7/17/2028	_	Moodys-Aaa	6,680.56	0.51
FFCB 3.33 4/12/2027-23	3133ENUH1	4/12/2022	1,000,000.00	1,000,000.00	964,110.00	3.330	3.330	4/12/2027		Moodys-Aaa	15,632.50	0.51
FFCB 3.5 4/12/2028	3133EPFU4	4/12/2023	991,534.48	1,000,000.00	968,540.00	3.500	3.732	4/12/2028	, -	Moodys-Aaa	16,430.56	0.51
FFCB 3.625 5/3/2028	3133EPHT5	5/3/2023	995,698.72	1,000,000.00	972,780.00	3.625	3.741	5/3/2028	1,494	Moodys-Aaa	14,902.78	0.51
FFCB 3.875 1/18/2029	3133EPW84	1/18/2024	991,782.03	1,000,000.00	982,680.00	3.875	4.066	1/18/2029		Moodys-Aaa	7,857.64	0.51
FFCB 3.875 1/9/2029	3133EPU37	1/9/2024	996,341.90	1,000,000.00	982,580.00	3.875	3.960	1/9/2029	1,745	Moodys-Aaa	8,826.39	0.51
FFCB 3.875 2/14/2028	3133EPAV7	2/15/2023	992,990.90	1,000,000.00	982,330.00	3.875	4.077	2/14/2028	1,415	Moodys-Aaa	5,059.03	0.51
FFCB 4 11/29/2027	3133EN3H1	11/29/2022	997,603.91	1,000,000.00	984,650.00	4.000	4.073	11/29/2027	1,338	Moodys-Aaa	13,555.56	0.51
FFCB 4.125 10/14/2027	3133ENS50	10/14/2022	997,049.49	1,000,000.00	989,120.00	4.125	4.218	10/14/2027	1,292	Moodys-Aaa	19,135.42	0.51
FFCB 4.125 2/13/2029	3133EP3B9	2/13/2024	998,814.08	1,000,000.00	993,910.00	4.125	4.152	2/13/2029	1,780	Moodys-Aaa	5,500.00	0.51
FFCB 4.125 3/20/2029	3133EP5U5	3/20/2024	987,943.07	1,000,000.00	993,500.00	4.125	4.398	3/20/2029	1,815	Moodys-Aaa	1,260.42	0.51
FFCB 4.25 12/15/2028	3133EPN50	12/15/2023	996,187.19	1,000,000.00	998,640.00	4.250	4.341	12/15/2028	1,720	Moodys-Aaa	12,513.89	0.51
FFCB 4.25 8/7/2028	3133EPSK2	8/7/2023	996,283.91	1,000,000.00	997,840.00	4.250	4.346	8/7/2028	1,590	Moodys-Aaa	6,375.00	0.51
FFCB 4.29 5/16/2028-25	3133EPJS5	5/16/2023	1,000,000.00	1,000,000.00	980,100.00	4.290	4.290	5/16/2028	1,507	Moodys-Aaa	16,206.67	0.51
FFCB 4.625 11/13/2028	3133EPC45	11/13/2023	999,140.76	1,000,000.00	1,014,160.00	4.625	4.646	11/13/2028	1,688	Moodys-Aaa	17,729.17	0.51
FFCB 4.75 7/8/2026	3133EPVP7	12/7/2023	1,005,804.76	1,000,000.00	1,001,640.00	4.750	4.476	7/8/2026	829	Moodys-Aaa	10,951.39	0.51
FFCB 5 10/24/2028	3133EPZN8	10/24/2023	1.001.022.53	1,000,000.00	1,028,700.00	5.000	4.974	10/24/2028	1.668	Moodys-Aaa	21,805.56	0.51
FHLB 0 7/2/2024	313384YW3	8/18/2023	986,670,00	1,000,000.00	986,360,00	0.000	5.407	7/2/2024		Moodys-Aaa	0.00	0.51
FHLB 0.5 1/26/2026-21	3130AKMD5	1/26/2021	999,545.91	1,000,000.00	924,740.00	0.500	0.525	1/26/2026	666	Moodys-Aaa	902.78	0.51
FHLB 0.51 11/18/2024-22	3130ANFJ4	8/18/2021	1,000,000.00	1,000,000.00	970,820.00	0.510	0.510	11/18/2024	232	Moodys-Aaa	1,884.17	0.51
FHLB 0.6 1/28/2026-21	3130AKPC4	1/28/2021	1,000,000.00	1,000,000.00	926,280.00	0.600	0.600	1/28/2026		Moodys-Aaa	1,050.00	0.51
FHLB 0.7 3/24/2025-21	3130ALN34	3/24/2021	1,000,000.00	1,000,000.00	957,620.00	0.700	0.700	3/24/2025		Moodys-Aaa	136.11	0.51
FHLB 1.05 4/15/2026-21	3130ALU51	4/15/2021	1,000,000.00	1,000,000.00	928,280.00	1.050	1.050	4/15/2026		Moodys-Aaa	4,841.67	0.51
FHLB 1.05 7/29/2026-24	3130ANCA6	7/29/2021	1,000,000,00	1,000,000.00	919,260.00	1.050	1.050	7/29/2026		Moodys-Aaa	1,808.33	0.51
FHLB 1.15 12/10/2024-22	3130AQ3F8	4/18/2022	989,624.61	1,000,000.00	972,670.00	1.150	2.708	12/10/2024		Moodys-Aaa	3,545.83	0.51
FHLB 1.15 4/29/2026-21	3130ALXJ8	4/29/2021	1,000,000.00	1,000,000.00	928,940.00	1.150	1.150	4/29/2026		Moodys-Aaa	4,855.56	0.51
FHLB 1.375 10/28/2026-22	3130APL78	10/28/2021	1,000,000.00	1,000,000.00	921,300.00	1.375	1.375	10/28/2026		Moodys-Aaa	5,843.75	0.51
FHLB 1.54 1/25/2027-23	3130AQHZ9	1/25/2022	1,000,000.00	1,000,000.00	919,370.00	1.540	1.540	1/25/2027			2,823.33	0.51
FHLB 1.6 1/27/2027-23	3130AQKF9	1/27/2022	1,000,000.00	1,000,000.00	920,050.00	1.600	1.600	1/27/2027			2,844.44	0.51
FHLB 2.875 6/13/2025	3130A5R35	7/21/2020	776,423.43	755,000.00	737,114.05	2.875	0.483	6/13/2025	,	,	6,511.88	0.38
FHLB 3.75 4/6/2028	3130AVL91	4/18/2023	996,225.40	1,000,000.00	976,560.00	3.750	3.854	4/6/2028		Moodys-Aaa	18,229.17	0.51
FHLB 4 5/26/2027-22	3130ARYA3	5/26/2022	1,000,000.00	1,000,000.00	974,870.00	4.000	4.000	5/26/2027		Moodys-Aaa	13,888.89	0.51
FHLB 4.375 9/8/2028	3130AWTR1	9/8/2023	996,768.43	1.000.000.00	1.004.160.00	4.375	4.455	9/8/2028		Moodys-Aaa	2,795.14	0.51
FHLB 4.5 7/26/2027-24	3130ASLA5	7/26/2022	1,000,000.00	1,000,000.00	989,980.00	4.500	4.500	7/26/2027			8,125.00	0.51
FHLB 5 2/28/2028-25	3130AV2P6	2/28/2023	1,000,000.00	1,000,000.00	997,380.00	5.000	5.000	2/28/2028			4,583.33	0.51
FHLB 5 7/7/2028-25	3130AWJZ4	7/7/2023	1,000,000.00	1,000,000.00	999,250.00	5.000	5.000	7/7/2028		Moodys-Aaa	11,666.67	0.51
FHLB Step 1/26/2026-23	3130AW324 3130AQJ20	2/11/2022	892,189.13	900,000.00	852,498.00	1.750	1.998	1/26/2026		Moodys-Aaa	2,843.75	0.46
FHLMC 0.375 7/21/2025	3137EAEU9	10/13/2023	941,366.60	1,000,000.00	943,390.00	0.375	5.126	7/21/2025		Moodys-Aaa	729.17	0.46
		10/13/2023	1.000.000.00	1,000,000.00	943,390.00	0.530	0.530	10/28/2025				
FHLMC 0.53 10/28/2025-22	3134GWYZ3	10/28/2020	, ,	, ,	,		0.530	10/28/2025		Moodys-Aaa Moodys-Aaa	2,252.50	0.51 0.51
FHLMC 0.57 10/8/2025-21	3134GWY26		1,000,000.00	1,000,000.00	936,050.00	0.570					2,739.17	
FHLMC 0.6 7/22/2025-22	3134GV5V6	7/22/2020	1,000,000.00	1,000,000.00	945,210.00	0.600	0.600	7/22/2025		Moodys-Aaa	1,150.00	0.51
FHLMC 3.55 7/26/2024-23	3134GXG40	7/29/2022	1,000,000.00	1,000,000.00	994,070.00	3.550	3.550	7/26/2024		Moodys-Aaa	6,409.72	0.51
FNMA 0.55 1/28/2026-21	3135G06R9	1/28/2021	1,000,000.00	1,000,000.00	925,420.00	0.550	0.550	1/28/2026		Moodys-Aaa	962.50	0.51
FNMA 0.625 7/14/2025-22	3136G4YL1	7/14/2020	1,000,000.00	1,000,000.00	947,270.00	0.625	0.625	7/14/2025	470	Moodys-Aaa	1,336.81	0.51



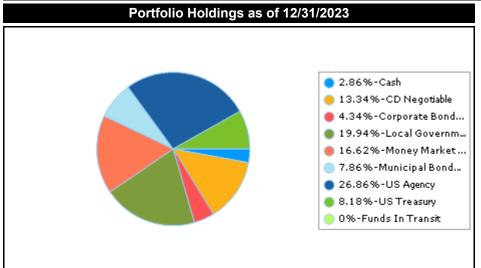
COUNTY				o o _, _	_						
Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Credit R Maturity 1	ating Accrued Interest	% of Portfolio
FNMA 0.7 7/24/2025-22	3136G4YE7	7/24/2020	1,000,000.00	1,000,000.00	947,070.00	0.700	0.700	7/24/2025	480 Moodys-	Aaa 1,302.78	0.51
FNMA 0.74 6/30/2025-21	3136G4XZ1	6/30/2020	795,000.00	795,000.00	755,464.65	0.740	0.740	6/30/2025	456 Moodys-	Aaa 1,470.75	0.40
FNMA 1.75 7/2/2024	3135G0V75	12/21/2023	991,438.25	1,000,000.00	990,880.00	1.750	5.205	7/2/2024	93 Moodys-	Aaa 4,326.39	0.51
Sub Total / Average US Agency			60,175,878.46	60,450,000.00	58,356,336.70	2.458	2.786		995	406,628.09	30.59
US Treasury											
T-Note 0.375 12/31/2025	91282CBC4	10/22/2021	988,195.95	1,000,000.00	927,500.00	0.375	1.066	12/31/2025	640 Moodys-	Aaa 937.50	0.51
T-Note 0.375 7/15/2024	91282CCL3	10/16/2023	985,803.57	1,000,000.00	985,850.00	0.375	5.433	7/15/2024	106 Moodys-	Aaa 782.97	0.51
T-Note 0.375 7/15/2024	91282CCL3	12/7/2023	986,360.29	1,000,000.00	985,850.00	0.375	5.202	7/15/2024	106 Moodys-	Aaa 782.97	0.51
T-Note 0.5 2/28/2026	91282CBQ3	3/1/2021	994,215.06	1,000,000.00	924,260.00	0.500	0.809	2/28/2026	699 Moodys-	Aaa 421.20	0.51
T-Note 0.5 4/30/2027	912828ZN3	5/3/2022	928,935.39	1,000,000.00	888,320.00	0.500	3.001	4/30/2027	1,125 Moodys-	Aaa 2,087.91	0.51
T-Note 0.75 5/31/2026	91282CCF6	6/4/2021	998,306.00	1,000,000.00	921,290.00	0.750	0.830	5/31/2026	791 Moodys-	Aaa 2,500.00	0.51
T-Note 1.125 10/31/2026	91282CDG3	11/2/2021	997,998.56	1,000,000.00	918,440.00	1.125	1.205	10/31/2026	944 Moodys-	Aaa 4,697.80	0.51
T-Note 1.125 10/31/2026	91282CDG3	11/15/2021	997,556.60	1,000,000.00	918,440.00	1.125	1.223	10/31/2026	944 Moodys-	Aaa 4,697.80	0.51
T-Note 1.5 1/31/2027	912828Z78	1/31/2022	995,567.50	1,000,000.00	922,190.00	1.500	1.664	1/31/2027	1,036 Moodys-	Aaa 2,472.53	0.51
T-Note 1.5 9/30/2024	912828YH7	3/23/2022	996,371.51	1,000,000.00	981,580.00	1.500	2.250	9/30/2024	183 Moodys-	Aaa 0.00	0.51
T-Note 1.625 9/30/2026	912828YG9	9/30/2021	1,015,839.84	1,000,000.00	932,770.00	1.625	0.974	9/30/2026	913 Moodys-	Aaa 0.00	0.51
T-Note 1.75 6/30/2024	9128286Z8	4/7/2022	997,976.23	1,000,000.00	991,070.00	1.750	2.590	6/30/2024	91 Moodys-		0.51
T-Note 2 11/15/2026	912828U24	11/15/2021	1,020,043.45	1,000,000.00	938,750.00	2.000	1.211	11/15/2026	959 Moodys-	Aaa 7,527.47	
T-Note 2.75 7/31/2027	91282CFB2	3/19/2024	946,465.37	1,000,000.00	949,690.00	2.750	4.497	7/31/2027	1,217 Moodys-	Aaa 4,532.97	0.51
T-Note 3 7/15/2025	91282CEY3	1/5/2024	981,304.28	1,000,000.00	976,560.00	3.000	4.514	7/15/2025	471 Moodys-		0.51
T-Note 3.125 8/15/2025	91282CFE6	1/3/2023	984,805.30	,,	977,230.00	3.125	4.304	8/15/2025	502 Moodys-		
T-Note 4.125 7/31/2028	91282CHQ7	8/2/2023	995,934.08	1,000,000.00	993,750.00	4.125	4.230	7/31/2028	1,583 Moodys-		
T-Note 4.125 7/31/2028	91282CHQ7	12/11/2023	994,305.55	1,000,000.00	993,750.00	4.125	4.270	7/31/2028	1,583 Moodys-	Aaa 6,799.45	0.51
T-Note 4.5 7/15/2026	91282CHM6	9/29/2023	992,316.18	1,000,000.00	998,520.00	4.500	4.860	7/15/2026	836 Moodys-	Aaa 9,395.60	0.51
Sub Total / Average US Treasury			18,798,300.71	19,000,000.00	18,125,810.00	1.849	2.849		775	68,937.68	9.61
Total / Average			196,694,469.26	197,633,922.19	192,948,424.36	3.305	3.570		592	699,438.01	100.00

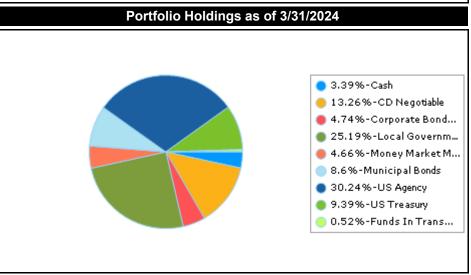


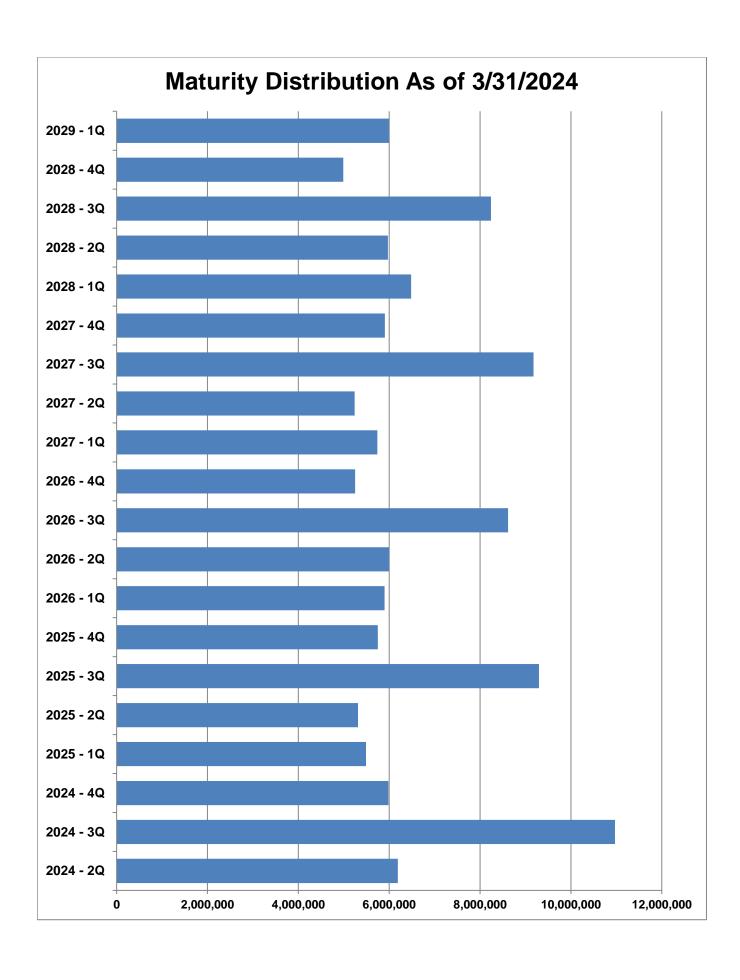
### Mono County Distribution by Asset Category - Market Value

**Mono County: Investment Portfolio** 

	Asset C	Category Allocation		
Asset Category	Market Value 12/31/2023	% of Portfolio 12/31/2023	Market Value 3/31/2024	% of Portfolio 3/31/2024
Cash	6,026,387.24	2.86	6,541,434.80	3.39
CD Negotiable	28,092,548.43	13.34	25,580,732.97	13.26
Corporate Bonds	9,138,668.73	4.34	9,142,486.00	4.74
Local Government Investment Pools	41,995,734.82	19.94	48,603,487.39	25.19
Money Market Mutual Funds	35,000,000.00	16.62	9,000,000.00	4.66
Municipal Bonds	16,544,642.25	7.86	16,598,136.50	8.60
US Agency	56,578,045.60	26.86	58,356,336.70	30.24
US Treasury	17,234,010.00	8.18	18,125,810.00	9.39
Funds In Transit	0.00	0.00	1,000,000.00	0.52
Total / Average	210,610,037.07	100.00	192,948,424.36	100.00

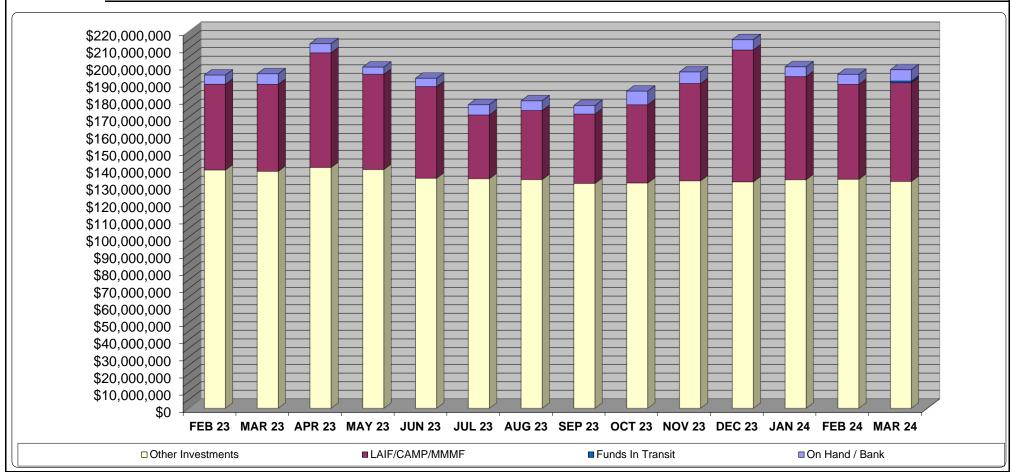




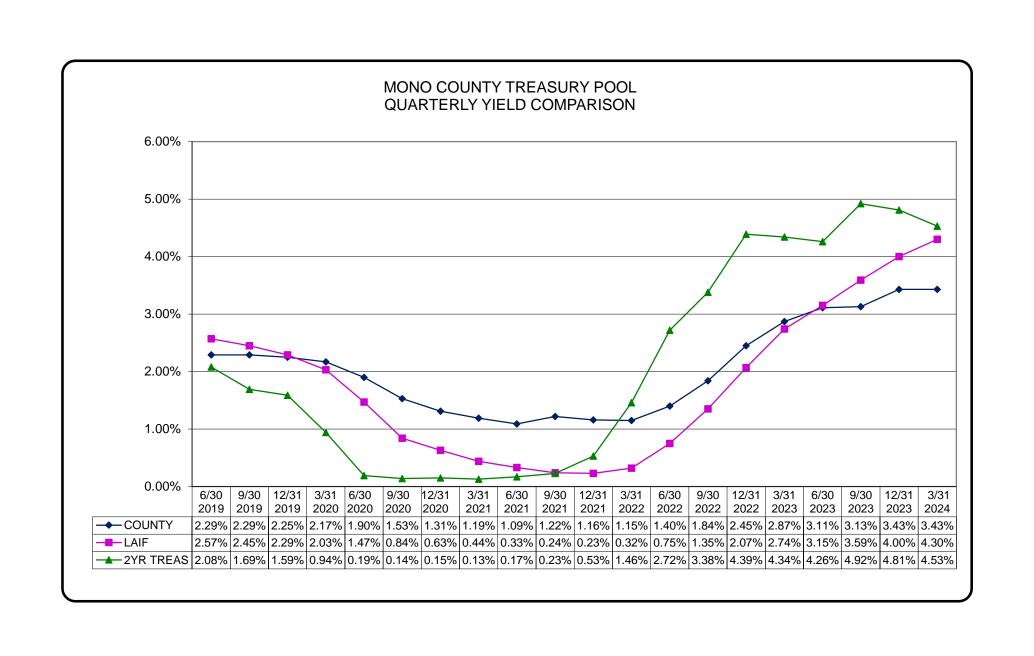


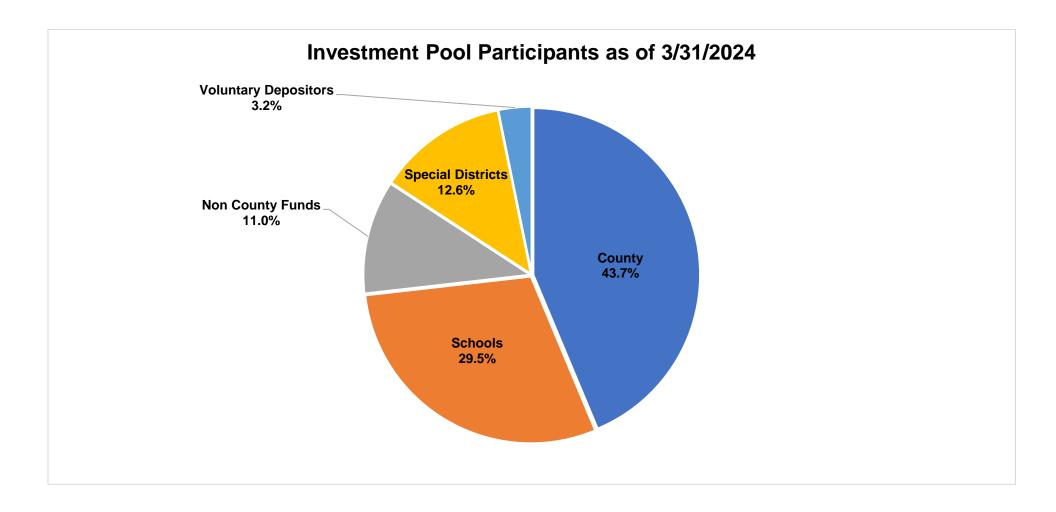
#### TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

_	FEB 23	MAR 23	APR 23	MAY 23	JUN 23	JUL 23	AUG 23	SEP 23	OCT 23	NOV 23	DEC 23	JAN 24	FEB 24	MAR 24
On Hand / Bank	\$5,327,168	\$6,184,304	\$5,316,398	\$4,205,741	\$4,851,614	\$6,036,445	\$5,672,302	\$5,041,752	\$7,972,237	\$6,755,605	\$6,026,387	\$5,684,557	\$5,864,574	\$6,541,435
Funds In Transit														\$1,000,000
LAIF/CAMP/MMMF	\$50,086,319	\$50,737,999	\$66,910,663	\$55,580,833	\$53,492,430	\$37,170,590	\$40,324,085	\$40,478,230	\$45,644,386	\$56,807,152	\$76,995,735	\$60,197,848	\$55,388,245	\$57,603,487
Other Investments	\$139,151,001	\$138,396,000	\$140,635,000	\$139,431,000	\$134,350,933	\$134,095,932	\$133,557,933	\$131,318,933	\$131,575,933	\$132,836,933	\$132,219,000	\$133,480,000	\$133,738,400	\$132,489,000
TOTAL	\$194,564,488	\$195,318,303	\$212,862,061	\$199,217,574	\$192,694,977	\$177,302,967	\$179,554,320	\$176,838,915	\$185,192,556	\$196,399,690	\$215,241,122	\$199,362,405	\$194,991,219	\$197,633,922



MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	TOTALS	
Calendar Year 2024				\$2,492,000.00	\$1,949,000.00	\$1,749,000.00	\$5,996,000.00	\$3,724,000.00	\$1,249,000.00	\$2,494,000.00	\$2,488,000.00	\$1,000,000.00	\$23,141,000.00	
Calendar Year 2025	\$1,249,000.00	\$1,996,000.00	\$2,245,000.00	\$994,000.00	\$1,770,000.00	\$2,550,000.00	\$5,498,000.00	\$3,300,000.00	\$500,000.00	\$4,249,000.00	\$500,000.00	\$1,000,000.00	\$25,851,000.00	
Calendar Year 2026	\$3,900,000.00	\$1,500,000.00	\$498,000.00	\$2,496,000.00	\$1,500,000.00	\$2,000,000.00	\$3,497,000.00	\$2,645,000.00	\$2,474,000.00	\$3,000,000.00	\$2,248,000.00		\$25,758,000.00	
Calendar Year 2027	\$3,000,000.00	\$2,243,000.00	\$496,000.00	\$3,246,000.00	\$1,492,000.00	\$500,000.00	\$4,000,000.00	\$4,430,000.00	\$747,000.00	\$1,000,000.00	\$3,165,000.00	\$1,739,000.00	\$26,058,000.00	
Calendar Year 2028	\$2,752,000.00	\$2,493,000.00	\$1,237,000.00	\$3,232,000.00	\$2,493,000.00	\$248,000.00	\$5,992,000.00	\$1,248,000.00	\$1,000,000.00	\$1,000,000.00	\$2,988,000.00	\$1,000,000.00	\$25,683,000.00	
Calendar Year 2029	\$3,500,000.00	\$1,498,000.00	\$1,000,000.00										\$5,998,000.00	
TOTAL									•				\$132,489,000.00	





The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.

### **Districts Participating in Pool**

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Bridgeport Public Utility District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

### **Districts Not Participating in Pool**

Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.



### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** May 14, 2024

**Departments: Community Development** 

TIME REQUIRED

SUBJECT

F.I.M. Corporation Comment Letter on Proposed Sage-Grouse Listing

PERSONS

APPEARING

BEFORE THE

Under the State Endangered Species **BOARD** 

Act

#### **AGENDA DESCRIPTION:**

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

F.I.M. Corporation transmitted their comment letter on the California Department of Fish and Wildlife's proposed listing of the Greater Sage-Grouse under the California Endangered Species Act for the Board's information.

RECOMMENDED ACTION:  None. Provide any desired direction to staff.
FISCAL IMPACT: None.
CONTACT NAME: Wendy Sugimura  PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  YES NO

### ATTACHMENTS:

Click to download

Comment Letter

History

TimeWhoApproval4/29/2024 2:28 PMCounty CounselYes5/8/2024 4:15 PMFinanceYes

### F. I. M., CORP.

Farming and Livestock

Tarming and Livesioen

25 Saroni Road P.O. Box 12 Smith, Nevada 89430



April 11, 2024

FRED FULSTONE MARIANNE F. LEINASSAR

Phone: 775-465-2381

Fax: 775-465-1200

KRISTOFOR LEINASSAR

Email: fimcorporation@gmail.com

Department of Fish and Wildlife Wildlife Branch
P.O. Box 944209
Sacramento, CA 94244-2090

Email to:

wildlifemgt@wildlife.ca.gov Subject "greater sage-grouse"

re: FIM Corporation comment regarding: "Evaluation of the Petition from the Center for Biological Diversity to List the Greater Sage-Grouse (Centrocercus urophasianus) as Threatened or Endangered under the California Endangered Species Act (CESA).

### INTRODUCTION

As a family owned and operated ranch we are opposed to the CESA listing of the Greater Sage Grouse including what the federal officials have labeled the Bi-State Sage Grouse DPS (page 4). Our ranch is within the area of the Bi-State Sage Grouse with property and rangelands within both California and Nevada.

Please remember that FIM family members have a personal interest in wildlife which means that we take pleasure in having an abundance and variety of wildlife in the areas where we graze our sheep. Our direct observations for nearly 80 years indicate that a wide variety of wildlife benefit from our rangeland sheep grazing.

We support biologically sound and cost effective efforts that actually benefit wildlife. Consequently, we have spent a lot of time and money as participants in development of the Bi-State Sage Grouse Action Plan since that effort was started, and in the Nevada Sagebrush Ecosystem project. FIM will continue to participate in the effort to update the Bi-State plan that is now underway.

California Fish and Game Commission received and directed the California Department of Fish and Wildlife (CDFW) to evaluate the contents of a petition to list the Greater Sage Grouse under the California Endangered Species Act in 2022. CDFW has written an evaluation of the petition. Please accept the following comments that concern your document:

"Evaluation of the Petition from the Center for Biological Diversity to List the Greater Sage-Grouse (Centrocercus urophasianus) as Threatened or

Endangered under the California Endangered Species Act"; Report to the Fish and Game Commission by the California Department of Fish and Wildlife; dated March 2023"

As indicated by Petition Evaluation (PE) on page 2 the CDFW concluded that the "...petitioned action to list the greater sage grouse as threatened or endangered may be warranted."

Authors of the PE have erred.

Greater Sage Grouse, including the Bi-State Greater Sage Grouse, does not warrant status as a CESA candidate.

Errors within the Listing analysis include failures to carefully stick to factual information and failures to carefully follow various laws. Once erroneous information is introduced it is repeated in additional sections and that makes stating every place the error occurs impractical. Common sense should indicate that having based your assessment of sage grouse populations on information that is incomplete and clearly conjecture (fabricated) then the conclusions are in error and the actions will not benefit sage grouse.

As illustrated on your maps, Sage Grouse habitats in California and neighboring Nevada are located within what is known as the Basin and Range Province. This geographic area is generally called "the Great Basin" and we will use that term for this discussion.

As ranch owners we have been involved in Endangered Species Act (ESA) regulations for other species. Our involvement includes the fact that in accordance with ESA we are federal permit applicants which means we are to be included in any consultation between Bureau of Land Management (BLM) or US Forest Service (USFS) and US Fish and Wildlife Service. We expect the same status and courtesy under California ESA.

We expect that any species listing including "candidate status" within our grazing areas will recognize the importance of properly managed grazing and include incidental take provisions for agricultural activities, specifically our sheep grazing.

Your most conspicuous error is the failure to clearly state that sage grouse abundance increased greatly after the arrival of livestock in the Great Basin. Prior to 1850 sage grouse were rarely encountered by early explorers. Sage Grouse were at their greatest abundance around 1950 to 1970 when there were many more livestock than exist today. Authors of the PE have cited US Department of Interior papers that state sage grouse have declined in numbers since 1960. CDFW authors have not been diligent to evaluate the historic fact that sage grouse were infrequently encountered before 1850.

Population peaks in 1960 were the culmination of population growth that was initiated when livestock grazing increased within sage grouse habitats. There has been a decline in sage grouse populations that corresponds to the decreased numbers of livestock grazing in sage grouse habitats since the 1960's. Authors of the PE need to look at the Historic evidence to determine genuine cause and effect relationships between sage grouse populations and recent regulatory actions by federal and state agencies. No CESA effort to protect the species can succeed if we don't identify the real problems.

Grazing livestock is clearly a beneficial anthropogenic effect for sage grouse populations. Grazing provides benefits such as preparing meadow vegetation to be more readily available for sage grouse broods and reducing risk of wildfires that kill sage grouse and destroys sage grouse habitat. Predator control to protect livestock also protects sage grouse.

Our comments are well supported by literature citations, empirical observations, historical accounts by early explorers of the Great Basin, and other factual information. All of our information is publicly available but since this response time for comments on your PE is so brief we believe it would be more effective to forward our documentation when or if your staff would be able to review it.

PE reference citations fail to meet the federal standards that are required when federal funds are used in an effort such as this. For example Information Quality Act standards and other standards for objective and factual federal documentation under the ESA are also appropriate for this consideration under CESA. Please instruct your staff to conform to Office of Management and Budget (2004) "Final Information Quality Bulletin for Peer Review" unless California has standards that are more strongly worded.

Please correct the following within your document and then change your conclusions to fit the revised statements:

- 1. You fail to clearly state that the goal of your plan is to have more sage grouse in the future. That would clearly include statements about the abundance of sage grouse prior to Statehood, increased abundance of sage grouse in the late 1800s, and apparent decreased abundance in the recent past.
- 2. You fail to include and the authors fail to base their conclusions on the historic record of sage grouse population changes as provided by eye witness accounts since the early Nineteenth Century. It is well established that sage grouse in the Great Basin of Nevada and California were infrequently observed and not at all abundant prior to 1850. Please incorporate the Journals of the Walker Party as recorded by Zenas Leonard, and other historic records. By 1950 sage grouse were very abundant at locations throughout what is now labeled as Great Basin sage grouse habitats.

- 3. Written history and personal testimony shows that the historic high numbers of Sage grouse occurred after settlement brought the establishment of ranches in the Great Basin. Several benefits became available to the sage grouse as ranchers developed their businesses. It seems obvious that what US Fish and Wildlife Service refers to as Primary Constituent Elements (PCE) were established where they were lacking before Settlement occurred. Please correct your text to fully accept the series of reports authored by Nevada Assemblyman (now Senator) Ira Hansen that include what early exploration revealed as well as changes in wildlife populations. Similar reports can be found on the web site of Nevada Naturalist and Rancher Cliff Gardner <a href="http://www.gardnerfiles.com/">http://www.gardnerfiles.com/</a>
- **4.** Based on professional opinions of agency biologists, agency officials have erroneously proclaimed that sage grouse were abundant prior to settlement by Americans and have declined since about 1860. That unsupported assumption is false and must be removed from reference in accordance with scientific standards for objective and factual information.
- **5.** History shows that there was a dramatic increase in sage grouse numbers and distribution from 1860 to historic high numbers in about 1960. History then shows there has been a sage grouse decline from historic high numbers since about 1980. This decline in sage grouse numbers (and other wildlife) parallels the federal agency decimation of ranches and livestock numbers. Factual information from Hansen, Gardner, and others has been provided to USFWS, BLM, USFS, USFWS, NDOW, and CDFW repeatedly and is ignored or worse is rejected by the authors of documents such as yours in favor of purely speculative statements about sage grouse numbers and habitat.
- **6.** Please correct your text to indicate that the historic numbers of sage grouse peaked about 1960 and the birds were not abundant prior to 1860. Pleae base your PE analysis on this factual data. Please urge the California Wildlife Commission and CDFW to support other federal agency efforts to return livestock numbers to the levels of 1980 or before for the benefit of greater sage grouse.
- 7. Agency officials glibly reject personal observations of some people as merely anecdotal. There has been a claim that such empirical observations are not dependable because the empirical evidence is not found within "peer reviewed" articles. Authors of documents regarding sage grouse conclude that the direct observations of dependable witnesses are not factual --- but an agency employee's "professional judgment" or a statement printed in some magazine claiming to be a peer reviewed publication are factual by virtue of their existence. Every court in this nation depends on the truthful testimony of witnesses to determine facts and the Commission should be willing to do the same. Direct observations by people such as Fred Fulstone are dependable and include decades of careful observation of the natural habitats of various wildlife species. State law requires that you seek facts and stick to the truth. When our laws required agencies to use the best available scientific and commercial data for

CESA related matters they did not limit the agency officials to peer reviewed articles.

- 8. We have read many of the articles that agency biologists cite as peer reviewed. Most of what your authors claim as having been subjected to rigorous peer review will not pass the standard for Peer Review as provided by the Office of Management and Budget. Federal standards for peer review must follow the OMB December 2004 Bulletin "Final Information Quality Bulletin for Peer Review" and that should also be applied within a State when federal funds are involved. PE Authors are being dishonest when they reject factual statements of empirical observations as being undependable and even more dishonest when they cite articles claiming the status of peer review that would not be approved under the OMB standards. Please order your employees to return to an objective search for truthful and factual information because anything less than this will result in analysis and conclusions that are in error.
- **9.** Authors also mischaracterize habitats that are required by sage grouse in order for the birds to thrive and be abundant. Most of the cited authority carelessly fails to identify sagebrush in accordance with standard Botanical taxonomy and fails to adhere to standards of objectively providing the technical details of sagebrush dominated plant communities and other attributes of sage grouse habitat. As a minimum technical standard habitat attributes must by identified relative to USDA--NRCS Ecological Site concepts, the technical basis provided by Cooperative Soil Survey, Ecological Site Description, and evaluation of plant communities in terms of Seral Status and State or Transition. Please correct your documents by discarding landscape descriptions that are based on GAP and RE-GAP in favor of ecological sites.
- **10.** Biologists with state and federal agencies have arbitrarily declared that certain gross features are essential for sage grouse such as stubble height of more than 4 inches and sagebrush cover values that are never obtained in some sagebrush plant communities. Then the agencies invent a story about the entire life history of sage grouse based on these arbitrary conclusions. The statements typically include accusations of anthropogenic fragmentation of habitat or conclusions that habitat needs restoration, with no measure of deterioration in either case.
- 11. Please avoid defining cover based on stubble height and plant cover criteria because there is no proof that meeting those criteria is necessary for the sage grouse PCE. It is a matter of record that none of the habitat characteristics that biologists imagine sage grouse require such as stubble height or cover were present during the peak sage grouse populations of roughly 1950-1970. All of the sage grouse habitat was grazed every year and much of it was heavily grazed by domestic livestock. That grazing pressure had no detrimental effect on sage grouse populations. Much greater numbers of livestock than are allowed to be present today did not harm the sage grouse and that intensity of domestic livestock grazing provided beneficial anthropogenic effects.

- **12.** History also tells us that when sage grouse populations peaked in the mid-Twentieth Century there were nearly ten times more sheep and twice as many cattle grazing within sage grouse habitats in the Great Basin. We believe those numbers should be restored for the benefit of wildlife such as sage grouse and for the health of our local economies.
- **13.** Agencies typically fail to note that predation has a severely limiting effect on sage grouse populations, especially nest success and brood rearing. It is well documented that ravens, coyotes, bobcats, and other predators can greatly reduce the reproductive success and survival of sage grouse within both grazed and ungrazed rangeland habitats. Stubble height and shrub cover have no significant bearing on the rate of depredation. Authors of the PE should state that rigorous predator controls are essential if the goal is to have more sage grouse.
- **14.** Agencies such as CDFW, BLM, and USFS probably don't often conduct predator control but this PE discussion should include the topic in some detail even if it is lacking in the Petition. This is an opportunity for CDFW employees to state a problem, identify the causes of that problem, and determine the solutions that will solve the problem efficiently and effectively. Predation of Sage Grouse is well documented and that means that predators are a component of Sage Grouse habitat so predator control must be identified in the analysis. There is no justification for onerous CESA regulations to protect vegetative cover if there is no correlation between the cover and rate of predation.
- **15.** Please state in the text that sage grouse thrived in abundance in the mid-1900s at a time when occupied sage grouse habitat did not provide six inches of herbaceous cover height. All of the sage grouse habitat -- including lek locations, nesting locations, and brood rearing habitat -- was grazed by livestock, often at levels which would be considered "heavy" use during the very time that sage grouse populations peaked. Riparian meadows which coincide with the location of water for livestock were generally heavily grazed beginning early each spring. Studies completed by Klebenow, Evans, and others at Sheldon refuge indicates that the sage grouse selected grazed meadows for foraging and avoided ungrazed meadows which is consistent with the observations from the 1940s through the present that early grazing of meadows is beneficial for sage hens. Grazing either has no effect on the reproduction of sage grouse or was and is a beneficial anthropogenic activity and that should be so stated.
- **16.** Your document fails to clearly state the benefits that sage grouse receive when livestock are grazed on the rangelands that provide sage grouse habitat. If you want sage grouse numbers and abundance that was present in the mid-1900s you will have to arrange for the conditions that correlate with that abundance which was many more livestock grazing within sage grouse habitats in the presence of sage grouse, especially domestic sheep.

- **17.** One issue that is correctly identified by Coates and others is characterization of the invasion of sagebrush dominated plant communities by conifers which becomes a loss of available sage grouse habitat. In the Great Basin those conifers are mostly Singleleaf Pinyon Pine and Utah Juniper with some Western Juniper in the northwest portion of this area (California Northeast SG). Recent papers indicate that as little as 4% cover by conifers coincides with sage grouse no longer occupying an area.
- **18.** We also concur with being concerned about the threat of catastrophic wildfires that burn very large areas and that have become common in the recent years.
- **19.** Agency biologists and apparently authors of the petition want both a concern about wildfire on one hand and some arbitrary claim that grass stubble height of 6 inches or more along with dense stands of sage brush must be in place for sage grouse. Again there is no clear evidence that the stubble height/cover standards will result in more sage grouse but it certainly will result in more susceptibility to catastrophic wildfires. Please state that herbaceous plant production is the fuel that feeds the wildfires and has been allowed to increase within sage grouse habitats.
- **20.** This false statement of sage grouse habitat characteristics, the regulations that are already in place to maximize stubble height are just two of the regulations endorsed by state biologists that have put many ranches out of business or at best have resulted in under-utilized rangeland forage. CDFW must analyze the correlation of the loss of numbers of grazing livestock which in turn leaves vast quantities of vegetation available to burn and destroy sage grouse and habitat.
- **21.** PE authors fail to fully critique the analysis of economic effects that will be the direct result of CESA regulatory decisions. The authors need to determine the costs to the local economy and of ranches such as ours when we are prevented from accessing and using our existing property rights within federally controlled lands. We own water rights, easements, rights-of-way, and grazing preference within our BLM and USFS grazing allotments. Numerous court decisions now support our property ownership; one recent case in Federal District Court in Reno provides an excellent example. Judge Jones ruled in the favor of rancher Wayne Hage and the Hage Estate that their water rights and easements are theirs to own and use within both BLM and USFS regulated allotment areas. Denial of those rights by regulatory actions will in turn be a denial of due process of law and will be viewed as an unlawful "Taking" under both the Fifth and Fourth Amendment to the U.S. Constitution. The liability for costs of Takings of property must be included in any economic analysis of this listing and the accompanying critical habitat designation.
- **22.** PE authors fail to fully recognize the lawful status of our ranch as an applicant under ESA and subsequently under CESA. Status as an applicant means we will be involved in every consultation between BLM, USFS, and USFWS that pertains

to our operation. This document must include discussion of the participants in ESA consultation as a future action.

- 23. Federal agencies and CDFW have endorsed what the Endangered Species Act calls a Distinct Population Segment of Greater Sage Grouse based entirely on the conjecture of biologists who don't believe they would fly from Washoe County or Churchill County to Lyon County NV and Mono County CA. Justification of DPS status failed to document the best available scientific and commercial data and in accordance with the federal standards of discreteness and significance as defined by the ESA policy. PE authors give some recognition to the fact that CDFW worked with federal agencies to designate the Bi-State but again fails to demonstrate how this Greater Sage Grouse which is arbitrarily called a DPS is in fact a discrete and significant population.
- **24.** Historic records show that prior to 1850 there were few or no sage grouse in our portion of the Bi State area which extends from Smith Valley NV to Bridgeport Valley CA. Historic records further show that by 1950 sage grouse were an abundant and commonly observed species. This increase occurred after the arrival of settlers and livestock, especially sheep. We have no record of the source of original reproducing sage grouse in the Bi-State area but we know the birds are very mobile and the distance from northern Nevada or central Nevada is not too great to prevent migration of birds into the area. It is very likely that birds simply flew to what is now called the Bi-State area from other portions of Nevada and California.
- **25.** What ever the source of sage grouse the fact remains that the numbers increased dramatically from being rare or not present to being very abundant within 100 years. This area does not meet the criteria for either discreteness or significance and authors of the PE fail to discuss this.
- **26.** Listing this bird under ESA would put the economy of our entire community under the control of the CDFW and by reputation your agency people would write an ESA recovery plan with no regard to local needs. The listing and regulations that follow would be a disaster economically and environmentally to our communities. Everyone would be hurt including livestock production, mining, manufacturing, recreation such as hunting and fishing, and just about every other aspect of our custom and culture. We are facing onerous and destructive regulations which have very little possibility of resulting in more sage grouse. Please edit the document to reflect the items listed above.

### **DISCUSSION**

F.I.M. Corp is a family owned and operated sheep ranch with land, existing property rights, and grazing preference within adjudicated range allotments in both Nevada and adjoining areas of California.

The Fulstone family have been agricultural producers in Western Nevada for over 165 years and in that time sage grouse populations grew from none to a great abundance in about 1950 and have now declined in numbers since about 1980. Our ranch history during this time (165) years includes how our livestock, especially our sheep, have greatly benefitted sage grouse.

At this time three generations of our family owns and operates our sheep ranch with headquarters in Nevada and ranch property in both California and Nevada. Our operation includes private property along with Bureau of Land Management and Forest Service grazing allotments in both Nevada and California. Our permits on a number of BLM and Forest Service grazing allotments allow us to graze our sheep by herding them on open range throughout the year. Our range is approximately 100 miles from north to south and 75 miles from east to west.

In order to produce our lambs and wool, we have a working force of 18 people in addition to the immediate family. We have run 1000 head of cattle most of our lives along with the sheep.

The first Fulstone homesteaded in 1854 near Genoa NV. We bought our first ranch in Smith Valley NV in 1903 and began running a few sheep in 1910. Fred Fulstone's mother Dr. Mary Fulstone, was one of the first woman Medical Doctors in Nevada. Fred's wife, Irene, was a school teacher and also made many thirty mile horse back rides to the Sheep Camps. Now Marianne, Fred's daughter, runs the daily business of this ranch with her son Kris and daughter Danielle.

Any proposed sage grouse listing will extinguish our family history as agricultural producers and active members of our community but will not result in more sage grouse.

### WHAT NEEDS TO BE DONE IS REALLY FAIRLY SIMPLE

Livestock grazing and predator control are the two most important tools we have to save and enhance the sage hen.

As business owners we have many reasons to be very skeptical about the listing of any species because the ESA has yet to save a single species while spending vast amounts of tax payers' money.

For a very good example of how the ESA works look at what happened in Klamath Falls area after the USFWS listed a sucker fish. This allowed the USFWS to implement their recovery plan and to give all the water in the Klamath Lake to the endangered species. That meant the farmers got no water for their crops even though they and the community businesses faced immediate economic destruction and citizens were forced into personal bankruptcy.

The USFWS was doing everything backwards. After the USFWS took over, about 80% of the sucker fish died. What is the worse part? The National Academy of Science would later rule that the USFWS recovery plan was based on false science.

Without irrigation water 200,000 acres of farm land and 50,000 acres of wildlife refuge habitat dried up. This destruction was the result of the science used to list the sucker fish being corrupt. False data, false assumptions built into models, errors from carelessness or ignorance, and outright fabrication of biology all came to a head when many thousands of the protected fish were killed as a direct result of the federal actions.

Can any rational person expect a different outcome from listing the sage grouse than what occurred in the Klamath Falls area?

Most of the biologists say that their main concern is for the sagebrush as one part of the sage hen habitat. We have plenty of sagebrush. We also note in the sage grouse literature that ideal sage grouse breeding and nesting habitat is sparsely vegetated with sagebrush cover less than 25%. It can also be shown that sage grouse populations were at a peak when grass cover in their nesting and brood rearing habitat was described as overgrazed by livestock and sage grouse populations decreased following BLM and Forest Service cuts in permitted grazing.

Sage grouse habitat, following settlement and the arrival of livestock grazing in the Great Basin, included large areas of irrigated pastures that had the characteristics of natural meadows, upland vegetation was beneficially altered by grazing livestock to the advantage of sage grouse, water became more available at more locations, and protection of livestock from predators also protected sage grouse. With federal regulations that have reduced livestock numbers and bankrupt many ranches, the sage grouse habitat (PCEs) have been substantially reduced and sage grouse numbers have declined greatly in the last 30 years.

First we must improve sage hen habitat by controlling the predators that destroy the sage hens, their nests, and their chicks. The birds right after hatching are very vulnerable to everything and no amount of cover that occurs naturally in sage hen habitat can protect them. Some reports say that we are losing 50% of our nests today and 70% of that loss is from ravens. (Mark Jensen, Supervisor, Wildlife Services, Reno Nevada).

Wildlife Services is in charge of predator control and they have lost 45% of their work force. At one time we had three trappers here – one in Smith Valley, one in Mason Valley, and one in Carson Valley. Today we have one trapper that has to cover all three valleys plus Fallon and Austin. We also don't have a lion hunter anymore.

THINGS WE NEED TO DO IMMEDIATELY TO SAVE THE SAGE HEN:

During those years from about 1955 to 1980 we had thousands of sage hen in Smith Valley, the Pine Nut Range, and Bodie Hills. Also during those years we had trappers and the use of toxicants and we controlled the numbers of predators very well. During those years we had ten or more times the numbers of gazing animals on the Federal ranges than we now have and we had thousands of sage hen on the same areas. As soon as the grazing permits were cut by the agencies the trappers and toxicant use was cut down and the sage hens started to disappear.

- No 1. We must have more trappers to control ravens, coyotes, badgers, bobcats, and other predators.
- No 2. We need more open range grazing and more permitted grazing on the ranges. (and less housing development)
- No 3. Where open grazing is allowed it accomplishes more than just providing feed for livestock
  - 1. Livestock consumes the fuel that feeds wildfires.
  - 2. Livestock owners improve the water resource and create new water sites
  - 3. Livestock owners use water rights they own to develop irrigated meadows and fields that in turn serve as brood rearing habitat for sage hens.
  - 4. Livestock grazing helps in the natural re-seeding, fertilizing, and cultivating of the grasses, forbs, and brush. This is necessary for the production of the sage hen and other wildlife. Sage grouse follow in the livestock footprints and into the bed grounds (especially sheep). These sage grouse feed on insects and other sources of nutrients left by the animals. It is common to see sage grouse chicks eating the pellets from the lambs which are highly nutritious because it is partially digested milk.
- No 4. The livestock generally feed off the tall meadow grasses and forbs in the spring and then as the uplands dry the sage hen com down to the new growth of forbs and short green grasses in early summer. The livestock have to graze the meadows before the sage hen broods arrive to provide this benefit. The meadows that have been grazed are preferred by the sage hens because the shorter meadow plants enable the sage hens to see any approaching predators. They seem to like open space.
- No 5. Livestock on the range offers relief from predation because the predators prey on livestock. When livestock owners kill predators the wildlife benefit along with the sheep.

### **BACK TO THE SAGE HENS**

Sagebrush is not a problem --- we have plenty of it.

In some areas where the sagebrush is tall (3' to 4') and very thick it should be sprayed. That gives the forbs and grasses a chance to come which is very valuable as habitat and forage for the sage hens.

FIM Corporation comment regarding: "Evaluation of the Petition from the Center for Biological Diversity to List the Greater Sage-Grouse (Centrocercus urophasianus) as Threatened or Endangered under the California Endangered Species Act "

By FIM Corporation, Smith, Nevada April 11, 2024 Page 12

We have done this in cooperation with the BLM in some areas the sage hen has flocked into the sprayed areas.

We need better management of meadow forbs or grasses so forage will be available to sage hen broods when they come off the sage brush onto the meadows in June and July.

We know how to do all of these things which are sound management. Proper management is never attained by heavy handed regulation or even writing the name Greater Sage Grouse on a list of protected species.

BY EMAIL /S/ Marianne F. Leinassar BY EMAIL /S/ Kristofor Leinassar BY EMAIL /S/ Danielle Rausch

F.I.M., Corp
Marianne F. Leinassar
Kristofor Leinassar
Danielle Rausch
P.O. Box 12
Smith, NV 89430
775-465-2381 Office
775-465-1200 Fax
fimcorporation@qmail.com



### REGULAR AGENDA REQUEST

☐ Print

MEETING DATE	May 14, 2024
--------------	--------------

TIME REQUIRED

SUBJECT Reque

Request to Backfill Insufficient Educational Revenue Augmentation

Funds (ERAF)

PERSONS APPEARING BEFORE THE BOARD

### **AGENDA DESCRIPTION:**

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

Letter to Senator Padilla regarding the request appropriation for insufficient ERAF amounts in Mono County.

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  YES NO
ATTACHMENTS:
Click to download
<u>Letter</u>

#### **History**

TimeWhoApproval5/8/2024 6:12 PMCounty CounselYes5/6/2024 2:15 PMFinanceYes5/9/2024 11:07 AMCounty Administrative OfficeYes



#### COUNTY ADMINISTRATIVE OFFICER **COUNTY OF MONO**

Sandra Moberly, MPA, AICP PO Box 696 Bridgeport, CA 93517-0696 (760) 932-5410 smoberly@mono.ca.gov www.mono.ca.gov

April 30, 2024

Re:

**BOARD OF SUPERVISORS** 

**CHAIR** John Peters / District 4 **VICE CHAIR** Lynda Salcido / District 5

lennifer Kreitz / District L Rhonda Duggan / District 2 Bob Gardner / District 3

The Honorable Steve Padilla Chair, Senate Budget Subcommittee No. 4 1021 O Street, Suite 6640 Sacramento, CA 95814

Item 9210: VLF Backfill

**COUNTY DEPARTMENTS** 

ASSESSOR Hon, Barry Beck **DISTRICT ATTORNEY** Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun **ANIMAL SERVICES** Chris Mokracek "Interim" BEHAVIORAL HEALTH Robin Roberts COMMUNITY DEVELOPMENT Wendy Sugimura COUNTY CLERK-RECORDER Queenie Barnard COUNTY COUNSEL Stacey Simon, Esq. ECONOMIC DEVELOPMENT Jeff Simpson **EMERGENCY MEDICAL SERVICES** 

Bryan Bullock **FINANCE** Janet Dutcher CPA, CGFM, MPA HEALTH AND HUMAN SERVICES Kathryn Peterson INFORMATION **TECHNOLOGY** Mike Martinez PROBATION Karin Humiston **PUBLIC WORKS** Paul Roten

Request Appropriation for Insufficient ERAF Amounts in Mono County

Dear Senator Padilla:

On behalf of the Mono County Board of Supervisors, I write to respectfully urge your consideration for including an appropriation to backfill the insufficient ERAF amounts in our County. The Governor's proposed 2024-25 state budget, regrettably, does not include a backfill of these funds, which will significantly impact local programs and services. In total, we respectfully request \$2,313,845 to backfill our losses due to lack of sufficient funds in our ERAF to fully fund the VLF Swap in 2022-23. Without these resources, we - and other counties facing the same circumstance - will not only be treated differently than the remaining counties in the state, but will face greater challenges in managing our expanding state-mandated obligations.

In 2004, a state budget compromise between the state and its counties and cities was struck to permanently reduce taxpayer's Vehicle License Fee (VLF) obligations by 67.5 percent. The VLF had served as an important general purpose funding source for county and city programs and services since its inception. In exchange for this revenue reduction, the state provided counties and cities with an annual in-lieu VLF amount (adjusted annually to grow with assessed valuation) to compensate for the permanent loss of VLF revenues with revenues from each county's Educational Revenue Augmentation Fund (ERAF); this transaction became known colloquially as the "VLF Swap." The 2004 budget agreement made clear that excess ERAF funds – shifted property tax revenues that were not needed to fully fund K-14 schools - would not be used to fund the in-lieu VLF amount. Further, the Legislature and Administration agreed to a ballot measure - Proposition 1A - that amended the Constitution to ensure that future shifts or transfers of local agency property tax revenues could not be used to pay for state obligations. That November, Proposition 1A was approved by 83.7 percent of voters.

Legislation to implement the VLF swap carefully and purposefully identified the sources of funds that were available to pay the state's in-lieu VLF obligation: ERAF distributions to non-basic aid schools and property tax revenues of non-basic aid schools. Proposition 98 ensures that state funds are provided to those schools to meet their constitutional funding guarantee, so they do not experience any financial loss. However, in those

Page 2 of 2 April 30, 2024

instances where there are too few non-basic aid schools in a county from which to transfer sufficient funds to pay the state's in-lieu VLF obligation, the state has historically provided annual appropriations to make up for the revenue shortfalls.

The Governor's 2024-25 proposed budget failed to include funds to ensure that Mono County was held harmless for losses associated with the VLF Swap. Without backfill, we – through no fault of our own – will endure a significant reduction in general purpose revenue that will directly affect the provision of local programs and services in our small rural community, at precisely the time when we are being asked to do more. We recognize that the state is facing a severe fiscal shortfall; however, even these small amounts have an outsized impact in our community. As a result, we respectfully urge you to consider appropriating funds for this purpose.

Sincerely,

Sandra Moberly, MPA, AICP

Sandra Moberly

Mono County Administrative Officer

cc: Members and Consultants, Senate Budget Subcommittee No. 4

The Honorable Marie Alvarado-Gill, California State Senate The Honorable Megan Dahle, California State Assembly

Chris Hill, Principal Program Budget Analyst, Department of Finance



### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** May 14, 2024

Departments: Sheriff's Office / Behavioral Health

TIME REQUIRED 30 minutes PERS

**SUBJECT** Behavioral Health Advisory Board

Overview

PERSONS APPEARING BEFORE THE

BOARD

Sheriff Ingrid Braun

Yes

### **AGENDA DESCRIPTION:**

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

Presentation by Behavioral Health Advisory Board providing an overview of the Board's responsibilities.

R	FCC	<b>JM</b>	1 F N	<b>IDED</b>	<b>ACT</b>	ION:

None, informational only.

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Ingrid Braun

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

#### **SEND COPIES TO:**

Needs to be the first item on Regular Agenda.

### **MINUTE ORDER REQUESTED:**

☐ YES 
☐ NO

### **ATTACHMENTS:**

Click to download

Presentation

### History

Time Who Approval

 4/29/2024 2:47 PM
 County Counsel
 Yes

 5/6/2024 12:51 PM
 Finance
 Yes

5/6/2024 5:20 PM County Administrative Office

# Mono County Behavioral Health Advisory Board



# **Behavioral Health Advisory Board – Mission**

The mission of the Behavioral Health Advisory Board (BHAB) is to support individuals by promoting recovery, self-determination, and wellness in all aspects of life.

The Board advises and evaluates the various functions and policies of the Behavioral Health Department that are under the direction of the Behavioral Health Director and jurisdiction of the Mono County Board of Supervisors.



Supporting You On Your Path Apoyandote En Tu Camino

# **BHAB – Purpose and Authority**

The BHAB exists under the authority of Section 5604 of the Welfare and Institutions Code. Appointed by the Board of Supervisors, the BHAB is required to:

Assess the community's behavioral health needs and services

Review behavioral health-related County agreements

Engage the community in program planning processes

Submit an annual report to the Board of Supervisors

Review and make recommendations regarding Behavioral Health Director applicants

Review the County's performance outcome data and communicate finding to the State Mental Health Planning Council

Assess impact of the realignment of funding from the State to the County on service delivery to clients in the local community

Perform additional duties as assigned by the Board of Supervisors

### **BHAB – Membership**

Stacy Corless (Chair) Ingrid Braun (Vice Chair)

Dirk Addis Carolyn Balliet

Lois Klein Rolf Knutson

Stacey Powells

Marcella Rose

Lynda Salcido Jenny Weaver

## **BHAB – Membership Requirements**

Minimum of five members (for counties under 80,000 population)

One member shall be from the BOS

Board membership should reflect the diversity of the client population in the county

Board membership needs to include consumers and/or families of consumers

Individuals who have experience with and knowledge of the mental health system

Appointments are made by BOS, with three-year, staggered terms, on recommendation of BHAB

## **BHAB – Meetings and Attendance**

The BHAB meets bi-monthly, at 3pm, on the 2<sup>nd</sup> Monday of even numbered months.

The meetings are held in the Dana Room and Bridgeport Memorial Hall, with a hybrid Zoom options.

Meetings are open to the public, subject to the Brown Act, and noticed on the County's website.

Behavioral Health Director Robin Roberts and members of her staff help guide the meeting.

Staff from Health and Human Services regularly attend, and various community partners are also invited to attend each meeting.

# **BHAB – Typical Meeting**

- Public Comment
- Approval of minutes
- Behavioral Health Updates
  - Community Programming Update
    - Participation and outcomes
  - Staffing/recruitment Update
  - Upcoming items at the BOS (including contracts/agreements)
  - Recent/upcoming audits and reviews
  - Budget updates
  - New policies and procedures
  - Information about special initiatives or projects
- Quality Improvement Discussion Topic
- Board Member Reports



### **BHAB – Overview of Activities**

Trained new BHAB members

Brainstormed ideas to distribute Narcan

Weighed in on MCBH's Equity Work Plan and Cultural Competence Plan

Discussed findings and recommendatio ns from MCBH's many audits

Received administrative information on MCBH's budget, P&Ps, and staffing Monitored outcomes for various programs and completed the "Data Notebook"

Participated in the Community Program Planning Process Discussed and monitored special projects like the lease up of The Sawyer and the EHR implementation



### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** May 14, 2024

**Departments: Finance** 

TIME REQUIRED PUBLIC HEARING: 9:00 AM (20

minutes)

**SUBJECT** PUBLIC HEARING: County Fees

PERSONS APPEARING

**BEFORE THE** 

**BOARD** 

Gerald Frank, Treasurer/Tax Collector

Director

### **AGENDA DESCRIPTION:**

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

Public hearing regarding changes to County fees.

#### **RECOMMENDED ACTION:**

1). Conduct Public Hearing; 2). Consider and approve the proposed resolution adopting new fees and changes in existing fees for specific County permits and other services; and 3) Provide any desired direction to staff.

### **FISCAL IMPACT:**

Assuming the volume of County service offerings do not decline, the County can expect greater fee revenues.

**CONTACT NAME:** Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

#### SEND COPIES TO:

Needs to be 1st item due to publication.

### MINUTE ORDER REQUESTED:

TYES VO

#### **ATTACHMENTS:**

#### Click to download

- Staff Report Attachment (Proposed Fee List)
- Resolution County Fees
- Resolution Exhibit County Fees

History

Time Who Approval

5/3/2024 10:27 AM	County Counsel	Yes
5/6/2024 1:59 PM	Finance	Yes
5/6/2024 5:32 PM	County Administrative Office	Yes

Gerald A. Frank, CGIP Assistant Finance Director Treasurer-Tax Collector Janet Dutcher, DPA, MPA, CPA, CGFM Finance Director Kimberly Bunn Assistant Finance Director Auditor-Controller

P.O. Box 495 Bridgeport, California 93517 (760) 932-5480 Fax (760) 932-5481 P.O. Box 556 Bridgeport, California 93517 (760) 932-5490 Fax (760) 932-5491

**To:** Honorable Board of Supervisors

**From:** Janet Dutcher, Finance Director

Gerald Frank, Assistant Finance Director

**Date:** May 14, 2024

**Subject:** Public Hearing, County Fees

### **Recommended Action:**

- Conduct the public hearing.
- Consider and approve the resolution adopting new fees and changes in existing fees for specific County permits and other services.
- Provide any desired direction to staff.

### **Background:**

Mono County reviews and adjusts fees on an annual basis if needed, in compliance with all applicable laws and regulations. In 2023 the Board received a County-wide Fee Study report prepared by Willdan Financial Services and approved an updated fee schedule on May 2, 2023 implementing a comprehensive update to County fees.

As a part of the 2023 fee schedule implementation, the Board capped Environmental Health fees at a maximum increase of 25% annually until the fees caught up with the fees recommended as a part of the Willdan analysis.

After the implementation of the fees in May 2023 it was discovered that the Solid Waste fees were calculated incorrectly, making the ultimate outcome of last year's fee adoption invalid. Because of this error, staff has not implemented any changes to the solid waste fees until they could be rectified as a part of this process.

### Discussion:

Except for fees specified by State law, the California Constitution and its rules and regulations allow for the collection of fees for cost recovery of government activities that provide a specific benefit or service or are in place for regulatory purposes. The basic concept of fees is to charge the actual user for the cost of providing the services. In cases where there is no fee, or the fee does not fully cover expenses, other taxpayers must subsidize the costs incurred to provide services.

Over the past several months Finance has worked with departments to:

- Add new fees left off last year's fee adoption (e.g. County Clerk-Recorder).
- Correct fees that were calculated incorrectly (e.g. Solid Waste, Finance).
- Increase Environmental Health fees by 25% per 2023 direction by the Board to gradually increase these fees.

The fees included in this agenda item were not increased solely by applying a CPI rate, rather, in calculating the new or the corrected fees, Finance used the same model from last year which was prepared by Willdan. That model calculates the total cost of each service based on fully burdened hourly rates that include labor, benefits, and overhead amounts, divided by productive hours. The fully burdened hourly rates are used with the time estimates for performing activities associated with each fee to arrive at the reasonable cost of each fee. In 2023 the Board recommended that Environmental Health fees be increased gradually at a rate of 25% per year, but not to exceed the reasonable cost of providing the service.

The list of fees (see attachment) includes six fees to be removed, six fees corrected to follow State law, 13 fees with only a correction to the name, two new fees and increases to 190 existing fees. Of the 190 existing fees, recommended increases to 50 of these fees are greater than 25%.

A workshop was held on April 9, 2024 with the Board of Supervisors to review all corrections and increases to the proposed fees. One fee was corrected and one additional fee was added to the proposed list of fees. The Board requested that the proposed fees reviewed at the workshop be brought back to a Public Hearing on May 14, 2024 for adoption.

The list of fees (see attachment) includes six fees to be removed, six fees corrected to follow State law, 13 fees with only a correction to the name, two new fees and increases to 191 existing fees. Of the 191 existing fees, recommended increases to 50 of these fees are greater than 25%.

Publishing of this public hearing and the location of the list of new and changed fees took place on April 25 and May 2 in the Mammoth Times and April 27 and May 4 in The Sheet.

#	Description	Current Fee	Purposed Fee	Percentage Change
	County Clerk-Recorder			Change
1	Meeting Services (Clerk Meeting other than AAB & BOS)	\$75.00	\$75.00	0%
6	Clerk-Recorder Research	\$75.00	\$125.00	67%
8	Document Certification	\$1.60	\$1.75	9%
9	Notary Public Bond Filing/Withdrawal	\$21.00	Removed	
11	Power of Attorney/Revocation - Filing	\$12.00	\$12.00	0%
12	Power of Attorney-additional names - Filing	\$6.00	\$6.00	0%
17	Confidential Marriage License	\$80.00	\$80.00	0%
24	Human Remains Disposition Permit - Regular	\$16.00	\$16.00	0%
31	Marriage License	\$66.00	\$66.00	0%
35	Recording: Document with Two Titles or more – Standard Size	\$16.00	Removed	
36	Recording: Document with Two Titles or more – Standard Size-add'l page	\$19.00	Removed	
37	Recording: Document with Two Titles or more – Non-Standard Size	\$6.00	Removed	
40	Recording: Notice of Involuntary Lien (Per Debtor)	\$4.00	\$4.00	
41	Recording: Recordable document – First Page	\$14.00	\$14.00	0%
48	Vital Record Search	\$13.00	Removed	
49	Assessment Appeals: Findings of Facts \$250 Deposit	\$162.00	\$162.00	0%
50	Records and Index Subscription	\$27.00	\$27.00	0%
52	Marriage Certificate - Gov't Agency	\$12.00	Per Gov Code	
53	Marriage Certificate - Public	\$18.00	Per Gov Code	
54	Certified Birth Certificate - Gov't Agency	\$23.00	Per Gov Code	
55	Certified Birth Certificate - Public	\$31.00	Per Gov Code	
56	Certified Death Certificate	\$25.00	Per Gov Code	
57	Certified Fetal Death	\$22.00	Per Gov Code	
58	SB2 Fee Per Parcel, Per Document (\$225.00 Maximum)	\$75.00	\$75.00	0%
59	Preliminary 20 day notice	New	\$54.00	
60	Recording: Penalty Print (per page)	New	\$3.00	
61	Recording: Release of Lien - Public Agency	\$10.00	\$20.00	0%
			•	
	Finance			
14	Research Fee	\$33.00	\$102.00	209%
	Community Development (per hour unless specified)			
3	Appeal (Initial Dep (\$110 per hour) (Planning & Building)	\$655.00	\$660.00	1%
10	Development Activity Hourly Rate	\$132.00	\$135.00	2%
37	Building Permit - OTC	\$130.00	Removed	
	Public Health - Environmental Health			
	Food Sanitation			
1602	Farmers Market/Certified Farmers Market	\$437.00	\$546.00	25%
1607	Produce Stand/Farm Stand	\$218.00	\$272.00	25%
1611	Retail Market 10 to 50 sq. ft.	\$109.00	\$136.00	25%
1612	Retail Market 51 to 1,999 sq. ft.	\$327.00	\$408.00	25%

#	Description	Current Fee	Purposed Fee	Percentage Change
1613	Retail Market 2,000 to 5,999 sq. ft.	\$437.00	\$546.00	25%
1614	Retail Market 6,000+ sq. ft.	\$546.00	\$682.00	25%
1619	Additional Food Prep Unit within Market	\$109.00	\$136.00	25%
1621	Restaurant 0 to 10 Seats	\$218.00	\$272.00	25%
1622	Restaurant 11 to 60 Seats	\$437.00	\$546.00	25%
1623	Restaurant 61 to 100 Seats	\$655.00	\$818.00	25%
1624	Restaurant 100+ Seats	\$874.00	\$1,092.00	25%
1629	Bar/Distillery Tasting Room	\$218.00	\$272.00	25%
1630	Satellite Distribution	\$218.00	\$272.00	25%
1632	School Cafeteria	\$218.00	\$272.00	25%
1640	Cottage Food Operation - Class A	\$12.00	\$15.00	25%
1642	Cottage Food Operation - Class B	\$27.00	\$33.00	22%
1650	Bakery, Food Processing 1,999 sq. ft. or less	\$327.00	\$408.00	25%
1651	Bakery, Food Processing 2,000+ sq. ft.	\$437.00	\$546.00	25%
1653	Mobile Food Facility - Limited/no prep	\$218.00	\$272.00	25%
1655	Mobile Food Facility - Full Service	\$218.00	\$272.00	25%
1681	Bed and Breakfast	\$327.00	\$344.00	5%
1682	Farmstay	\$327.00	\$344.00	5%
1683	Caterer	\$218.00	\$272.00	25%
1692	Plan Check - Construction Inspections (Hourly)	\$109.00	\$136.00	25%
	Food Facility - Minor Remodel (limited equipment replacement			
1693	and/or finish upgrades)	\$218.00	\$272.00	25%
	Food Facility - Major Remodel (substantial change to			
1694	equipment, operations, and/or kitchen footprint)	\$437.00	\$546.00	25%
	Temporary Food Facility Fee (Less than 10 days from event)	\$136.00	\$154.00	13%
1695	Plan Check - Bed & Breakfast	\$655.00	\$818.00	25%
1695	Plan Check - Mobile Food Facility	\$655.00	\$818.00	25%
1695	Plan Check - Bakery/Food Processing < 500 sq. ft.	\$655.00	\$818.00	25%
1696	Plan Check - Bakery/Food Processing > 500 sq. ft.	\$874.00	\$1,092.00	25%
1695	Plan Check - Restaurant < 1,500 sq. ft.	\$655.00	\$818.00	25%
1696	Plan Check - Restaurant > 1,500 sq. ft.	\$874.00	\$1,092.00	25%
1695	Plan Check - Retail Market without Food Prep < 2,000 sq. ft.	\$655.00	\$818.00	25%
1696	Plan Check - Retail Market without Food Prep > 2,000 sq. ft.	\$874.00	\$1,092.00	25%
1695	Plan Check - Retail Market with Food Prep < 1,500 sq. ft.	\$655.00	\$818.00	25%
1696	Plan Check - Retail Market with Food Prep > 1,500 sq. ft.	\$874.00	\$1,092.00	25%
1697	Annual Temporary Food Facility Fee (July - June) - Not Prorated (vendor application required for each event)	\$147.00	\$408.00	178%
1699	Food Sanitation - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Hazardous Materials Disclosure			
2116	Business Plan - Small (55 - 5,000 gallons)	\$109.00	\$136.00	25%

#	Description	Current Fee	Purposed Fee	Percentage Change
2117	Business Plan - Medium (5,001 - 25,000 gallons)	\$327.00	\$408.00	25%
2118	Business Plan - Large (> 25,000 gallons)	\$437.00	\$546.00	25%
2121	CUPA - New/Major Repair Facility Plan Check (Hourly charge applies above 5 hrs.)	\$546.00	\$682.00	25%
2122	CUPA - New/Major Repair Facility Construction (Hourly charge applies above 5 hrs.)	\$546.00	\$682.00	25%
2123	CUPA - Plan Check/Construction (Hourly)	\$109.00	\$136.00	25%
2127	Business Plan - Small (500 - 5,000 lbs.)	\$109.00	\$136.00	25%
2128	Business Plan - Medium (5,001 - 25,000 lbs.)	\$327.00	\$408.00	25%
2129	Business Plan - Large (> 25,000 lbs.)	\$437.00	\$546.00	25%
2131	Business Plan - Small (200 - 2,000 cu. ft.)	\$109.00	\$136.00	25%
2132	Business Plan - Medium (2,001 - 20,000 cu. ft.)	\$327.00	\$408.00	25%
2133	Business Plan - Large (> 20,000 cu. ft.)	\$437.00	\$546.00	25%
2199	Hazardous Materials - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Hazardous Materials Control			
2246	Hazmat Response - Business Hours (Hourly)	\$109.00	\$136.00	25%
2247	Hazmat Response - Non Business Hours (Hourly)	\$164.00	\$205.00	25%
	Underground Storage Tank			
2307	CUPA - UST Minor Upgrade/Repair	\$218.00	\$272.00	25%
2371	Annual Operating Permit - Facility w/ UST	\$655.00	\$818.00	25%
2390	UST Removal (per tank)	\$546.00	\$682.00	25%
2391	Facility w/ UST - Agricultural Operations (Hourly)	\$109.00	\$136.00	25%
2399	UST - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Housing & Institution			
2499	Housing - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Land Use			
2699	Land Use Activity (Hourly)	\$109.00	\$136.00	25%
	Recreational Health			
3611	Public Pool	\$383.00	\$478.00	25%
3612	Public Spa	\$327.00	\$408.00	25%
3615	Wading Pool	\$327.00	\$408.00	25%
3617	Special Use Pool	\$327.00	\$408.00	25%
3690	Pool - Plan Check for New Construction	\$764.00	\$955.00	25%
3691	Spa - Plan Check for New Construction	\$655.00	\$818.00	25%
3692	Pool/Spa - Minor Remodel	\$218.00	\$272.00	25%
3693	Pool/Spa - Major Remodel	\$437.00	\$546.00	25%
3694	Pool/Spa - Construction Inspection (Hourly)	\$109.00	\$136.00	25%
3699	Pool/Spa - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Vector Control			
4099	Vector Control Activity (Hourly)	\$109.00	\$136.00	25%
	Liquid Waste			
4203	OWTS Permit Extension (one year, one time)	\$55.00	\$68.00	24%
4205	OWTS Certification	\$218.00	\$272.00	25%
4220	OWTS - Minor Repair	\$383.00	\$413.00	8%

#	Description	Current Fee	Purposed Fee	Percentage Change
4221	OWTS - Alternative System Permit to Operate	\$109.00	\$136.00	25%
4233	Grey Water System	\$546.00	\$682.00	25%
4244	Septic & Chemical Toilet Cleaning Service - Per Vehicle	\$164.00	\$205.00	25%
4299	Liquid Waste - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Solid Waste			
4423	Collection Vehicle	\$164.00	\$205.00	25%
4445	Transfer Station - Annual (monthly inspections)	\$1,967.00	\$2,458.00	25%
4446	Transfer Station - Annual (quarterly inspections)	\$655.00	\$818.00	25%
4447	Landfill - Annual (Monthly Inspections)	\$2,624.00	\$3,280.00	25%
4448	Closed Permitted Landfill	\$1,312.00	\$1,515.00	15%
4499	Solid Waste - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	<u>Water</u>			
4601	Well & Septic System Certification	\$327.00	\$408.00	25%
4621	Community Water System	\$406 - \$912	\$849.00	
4636	Public Water System - Installation Permit Application	\$983.00	\$1,228.00	25%
4638	Public Water System - Change of Ownership	\$327.00	\$408.00	25%
4639	Public Water System - Permit Amendment	\$327.00	\$408.00	25%
4640	Nitrate Testing	\$46.00	\$57.00	24%
4660	Water Carrier (Domestic)	\$109.00	\$136.00	25%
4661	Monitoring Well Construction - Additional (Same Site and Time)	\$55.00	\$68.00	24%
4662	Monitoring Well Construction - 1st Well	\$218.00	\$272.00	25%
4663	Monitoring Well Destruction - 1st Well	\$109.00	\$136.00	25%
4664	Well Permit Extension (one year, one time)	\$55.00	\$68.00	24%
4666	Water Well Construction includes \$50 Recording Fee	\$874.00	\$1,009.00	15%
4669	Well Repair/Alteration	\$218.00	\$272.00	25%
4671	Monitoring Well Destruction - Additional (Same Site and Time)	\$55.00	\$68.00	24%
4672	Water Well Certification	\$218.00	\$272.00	25%
4681	Boring Probe Survey	\$437.00	\$546.00	25%
4683	Spring Construction	\$874.00	\$959.00	10%
4699	Water - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Misc Environmental Health			
4893	Tattoo/Piercing - Practitioner Registration (one time)	\$55.00	\$68.00	24%
4894	Tattoo/Piercing - Facility Inspection (Annual)	\$218.00	\$272.00	25%
4899	Tattoo/Piercing - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Solid Waste			
1	Poison Liquids or Solids, Other exceeding 2 gallon limit	\$6.40	\$8.00	25%
2	Aerosols exceeding 10 can limit per gallon	\$5.10	\$6.00	18%
3	Antifreeze exceeding 2 gallon limit	\$3.00	\$4.00	33%
4	Flammable Liquid exceeding 5 gallon limit	\$2.70	\$3.50	30%
5	Non Paint Care Products exceeding 2 gallon limit	\$2.70	\$3.50	30%

#	Description	Current Fee	Purposed Fee	Percentage Change
6	Alkaline Batteries exceeding 1 gallon limit	\$13.50	\$17.00	26%
7	Fluorescent Tubes exceeding 15 tube limit	\$2.00	\$2.75	38%
8	Compact Fluorescent tubes exceeding 10 tube limit	\$0.70	\$1.00	43%
9	Ballasts exceeding 5 ballast limit	\$0.70	\$1.00	43%
10	Paint Care Products exceeding 10 gallon limit	\$0.30	\$0.75	150%
11	Animal Carcass- Large each	\$33.80	\$43.00	27%
12	Animal Carcass- Medium each	\$13.50	\$17.00	26%
13	Animal Carcass- Small each	\$6.80	\$9.00	32%
14	Auto Bodies: cost per each (this cost per each is added to total Tons)	\$22.30	\$27.00	21%
15	Auto Bodies: Tons ( plus an additional fee per each)	\$23.30	\$63.00	170%
16	Boats & Personal Watercraft	\$99.90	\$128.00	28%
17	Cathode Ray Tubes (TV & computer monitors) cost per each	\$7.40	\$9.00	22%
18	Cathode Ray Tubes (TV & computer monitors) cost per each added to total weight of load in tons	\$23.30	\$63.00	170%
19	Inert Construction Clean Loads (tons) gravel, soil or asphalt grindings (over 6 inch material - Crusher ready, 2'x2'x1' max, rebar/steel trimmed to within 3")	\$14.90	\$20.00	34%
20	Inert Construction Clean Loads (per load) gravel, soil or asphalt grindings (less than 6" agg size, no rebar or steel)	\$6.80	No Charge	
21	Minimum Gate Fee	\$6.80	\$7.00	3%
22	Mixed Construction & Demolition ton	\$99.90	\$128.00	28%
23	Mixed inert debris or loads of Large concrete/asphalt chunks ton	\$44.60	\$47.00	5%
24	Mobile Homes, House Trailers & Campers tons	\$99.90	\$128.00	28%
25	Non-Refrigerated Appliances; cost per each added to total weight of load in tons	\$15.50	\$19.00	23%
26	Organics per ton	\$6.80	\$54.00	694%
27	Oversized tires & tractor tires dia. > 42" or >11" width cost per each (plus cost of weight of load in tons)	\$88.80	\$112.00	26%
28	Oversized tires & tractor tires dia. > 42" or >11" width cost tons (plus a price per each)	\$23.30	\$63.00	170%
29	Passenger car/truck tire dia. < 42" or < 11" width cost per each (plus cost of weight of load in tons)	\$7.40	\$9.00	22%
30	Passenger car/truck tire dia. < 42" or < 11" width cost tons (plus a price per each)	\$23.30	\$63.00	170%
31	Refrigerated Appliances; cost per each ( plus cost of load in tons)	\$33.40	\$41.00	23%
32	Refrigerated Appliances; tons (plus price per each)	\$23.30	\$63.00	170%
33	Scrap Metal tons	\$23.30	\$63.00	170%
34	Special Handling-Add'l 1/2 hour charge to process	\$27.00	\$34.00	26%
35	Special Handling-Base Rate tons	\$99.90	\$135.00	35%
36	Special Handling-Large Load surcharge	\$135.00	\$169.00	25%

#	Description	Current Fee	Purposed Fee	Percentage Change
37	Tire on Rim surcharge, cost per each added to total weight of load in tons	\$7.40	\$9.00	22%
38	Tire on Rim surcharge, cost total weight of load in tons	\$23.30	\$63.00	170%
39	Tree Trunks >18" & Stumps tons	\$99.90	\$128.00	28%
40	Wood tons	\$23.30	\$47.00	102%
43	Tipping Fees tons	\$99.90	\$100.00	0%
44	Transfer Station by Volume: 1st Garbage Can up to 82 gallons	\$6.80	\$7.00	3%
45	Transfer Station by Volume:Additional Garbage Cans up to 41 gallons	\$3.40	\$4.00	18%
46	Transfer Station by Volume: Inert Construction Clean Loads (per cubic yard) gravel, soil or asphalt grindings (over 6 inch material - Crusher ready, 2'x2'x1' max, rebar/steel trimmed to within 3")	\$64.10	\$81.00	26%
47	Transfer Station by Volume: Inert Construction Clean Loads (per load) gravel, soil or asphalt grindings (less than 6" agg size, no rebar or steel)	\$6.80	\$11.00	62%
48	Transfer Station by Volume: Mixed Construction & Demolition cubic yard	\$22.30	\$28.00	26%
49	Transfer Station by Volume: Cathode Ray Tubes each	\$7.80	\$10.00	28%
50	Transfer Station by Volume: Minimum Gate Fee	\$6.80	\$7.00	3%
51	Transfer Station by Volume: Mixed Household and Commercial Waste cubic yard	\$15.90	\$20.00	26%
52		\$11.50	\$19.00	65%
53	Transfer Station by Volume: Organics load	\$6.80	\$16.00	135%
54	Transfer Station by Volume: Oversized tires & tractor tires dia. > 42" or >11" width cost per each	\$92.50	\$117.00	26%
55	Transfer Station by Volume: Passenger car/truck tire dia. < 42" or < 11" width cost per each	\$7.80	\$10.00	28%
56	Transfer Station by Volume: Refrigerated Appliances; cost per each	\$36.50	\$41.00	12%
57	Transfer Station by Volume: Scrap Metal per cublic yard	\$6.80	\$8.00	18%
58	Transfer Station by Volume: Special Handling-Add'l 1/2 hour charge to process	\$27.00	\$34.00	26%
59	Transfer Station by Volume: Special Handling-per cubic yard	\$11.50	\$14.00	22%
60	Transfer Station by Volume: Special Handling-Large Load surcharge	\$135.00	\$169.00	25%
61	Transfer Station by Volume: Tire on Rim surcharge, cost per each	\$7.80	\$10.00	28%
62	Transfer Station by Volume: Wood per cubic yard	\$11.50	\$23.00	100%
63	Transfer Station by Weight: Cathode Ray Tubes (TV & computer monitors) cost per each (plus cost of weight of load in tons)	\$7.40	\$9.00	22%

#	Description	Current Fee	Purposed Fee	Percentage Change
64	Transfer Station by Weight: Cathode Ray Tubes (TV & computer monitors) tons (plus per each)		\$63.00	25%
65	Transfer Station by Weight: Minimum Gate Fee	\$6.80	\$7.00	3%
66	Transfer Station by Weight: Mixed Household and Commercial Waste	\$126.90	\$120.00	-5%
67	Transfer Station by Weight: Non-Refrigerated Appliances; cost per each (plus cost of total weight of load in tons)	\$15.50	\$19.00	23%
68	Transfer Station by Weight: Non-Refrigerated Appliances; tons (plus cost per each)	\$50.30	\$63.00	25%
69	Transfer Station by Weight: Organics ton	\$6.80	\$54.00	694%
70	Transfer Station by Weight: Oversized tires & tractor tires dia. > 42" or >11" width cost per each (plus cost of total weight of load in tons)	\$88.80	\$112.00	26%
71	Transfer Station by Weight: Oversized tires & tractor tires dia. > 42" or >11" width tons (plus cost per each)	\$23.30	\$63.00	170%
72	Transfer Station by Weight: Passenger car/truck tire dia. < 42" or < 11" width cost per each (plus cost of total weight of load in tons)	\$7.40	\$9.00	22%
73	Transfer Station by Weight: Passenger car/truck tire dia. < 42" or < 11" width tons (plus cost per each)	\$50.30	\$63.00	25%
74	Transfer Station by Weight: Refrigerated Appliances; cost per each (plus cost of total weight of load in tons)	\$33.40	\$41.00	23%
75	Transfer Station by Weight: Refrigerated Appliances;tons (plus cost per each)	\$50.30	\$63.00	25%
76	Transfer Station by Weight: Scrap Metal tons	\$50.30	\$63.00	25%
77	Transfer Station by Weight: Special Handling-Add'l 1/2 hour charge to process	\$27.00	\$34.00	26%
78	Transfer Station by Weight: Special Handling-Base Rate per ton	\$126.90	\$135.00	6%
79	Transfer Station by Weight: Special Handling-Large Load surcharge	\$135.00	\$169.00	25%
80	Transfer Station by Weight: Tire on Rim surcharge, cost per each (plus cost of total weight of load in tons)	\$7.40	\$9.00	22%
81	Transfer Station by Weight: Tire on Rim surcharge, cost tons (plus cost per each)	\$50.30	\$63.00	25%
82	Transfer Station by Weight: Wood Tons	\$19.20	\$47.00	145%
83	Transportation Fees (Transfer Stations)	\$27.00	\$34.00	26%



### R24-

### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING FEES FOR CERTAIN COUNTY PERMITS AND OTHER SERVICES

**WHEREAS**, County departments are authorized and directed by provisions of state law and the Mono County Code to perform various services, including but not limited to processing applications for permits; and

**WHEREAS**, applicable provisions of state law and the Mono County Code authorize the County to charge fees for the services of its departments in amounts not to exceed the County's reasonable costs of providing such services; and

**WHEREAS**, the fees presently charged by the County for certain services are insufficient to fully recover the County's costs of providing those services; and

WHEREAS, the Board of Supervisors has conducted a duly-noticed public hearing regarding certain proposed new, corrected, or increased fees, in accordance with Government Code sections 66016 and 66018 and other applicable laws; and

**WHEREAS,** based on the testimony presented at the public hearing as well as the oral and written staff reports also presented to the Board in connection with the hearing, the Board finds and determines that the fees set forth in this Resolution will not exceed the County's reasonable costs of providing the services for which the fees are charged;

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

**SECTION ONE:** Pursuant to applicable provisions of state law and the Mono County Code, the new or increased fees set forth on the Exhibit attached hereto and incorporated herein are hereby adopted and shall take effect on July 1, 2024. Any existing County fees not modified by the Exhibit shall remain in full force and effect.

**SECTION TWO:** This Resolution shall not supersede or repeal any minute order or other Resolution of the Board pertaining to fees, except to the extent that the amount of an existing fee is expressly increased or otherwise modified by this Resolution.

1 2	<b>PASSED, APPROVED</b> following vote, to wit:	<b>AND ADOPTED</b> this 14th day of May, 2024, by the
3	AYES:	
4	NOES:	
5	ABSENT:	
6	ABSTAIN:	
7	1	
8	/	
9	,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
10	////	
11		
12		John Peters, Chair
13		Mono County Board of Supervisors
<ul><li>14</li><li>15</li></ul>		
16	ATTEST:	APPROVED AS TO FORM:
17		
18		
19	Clerk of the Board	County Counsel
20		
21		
22		
23		
24		
25		
26		
27		
28		
29 30		
31		
32		

#	Description	Current Fee	Purposed Fee	Percentage Change
	County Clerk-Recorder			
1	Meeting Services (Clerk Meeting other than AAB & BOS)	\$75.00	\$75.00	N/A
6	Clerk-Recorder Research	\$75.00	\$125.00	67%
8	Document Certification	\$1.60	\$1.75	9%
9	Notary Public Bond Filing/Withdrawal	\$21.00	Removed	
11	Power of Attorney/Revocation - Filing	\$12.00	\$12.00	N/A
12	Power of Attorney-additional names - Filing	\$6.00	\$6.00	N/A
17	Confidential Marriage License	\$80.00	\$80.00	N/A
24	Human Remains Disposition Permit - Regular	\$16.00	\$16.00	N/A
31	Marriage License	\$66.00	\$66.00	N/A
35	Recording: Document with Two Titles or more – Standard Size	\$16.00	Removed	N/A
36	Recording: Document with Two Titles or more – Standard Size-add'l page	\$19.00	Removed	N/A
37	Recording: Document with Two Titles or more – Non-Standard Size	\$6.00	Removed	N/A
40	Recording: Notice of Involuntary Lien (Per Debtor)	\$4.00	\$4.00	N/A
41	Recording: Recordable document – First Page	\$14.00	\$14.00	N/A
18	Vital Record Search	\$13.00	Removed	N/A
49	Assessment Appeals: Findings of Facts \$250 Deposit	\$162.00	\$162.00	N/A
50	Records and Index Subscription	\$27.00	\$27.00	N/A
52	Marriage Certificate - Gov't Agency	\$12.00	Per Gov Code	N/A
53	Marriage Certificate - Public	\$18.00	Per Gov Code	N/A
54	Certified Birth Certificate - Gov't Agency	\$23.00	Per Gov Code	N/A
55	Certified Birth Certificate - Public	\$31.00	Per Gov Code	N/A
56	Certified Death Certificate	\$25.00	Per Gov Code	N/A
57	Certified Fetal Death	\$22.00	Per Gov Code	N/A
58	SB2 Fee Per Parcel, Per Document (\$225.00 Maximum)	\$75.00	\$75.00	N/A
59	Preliminary 20 day notice	New	\$54.00	N/A
60	Recording: Penalty Print (per page)	New	\$3.00	N/A
61	Recording: Release of Lien - Public Agency	\$10.00	\$20.00	N/A
	Community Development (per hour unless specified)			
3	Appeal (Initial Dep (\$110 per hour) (Planning & Building)	\$655.00	\$660.00	1%
10	Development Activity Hourly Rate	\$132.00	\$135.00	2%
37	Building Permit - OTC	\$130.00	Removed	N/A
	Environmental Health			
	Food Sanitation			
1602	Farmers Market/Certified Farmers Market	\$437.00	\$546.00	25%
1607	Produce Stand/Farm Stand	\$218.00	\$272.00	25%
1611	Retail Market 10 to 50 sq. ft.	\$109.00	\$136.00	25%
1612	Retail Market 51 to 1,999 sq. ft.	\$327.00	\$408.00	25%
1613	Retail Market 2,000 to 5,999 sq. ft.	\$437.00	\$546.00	25%
1614	Retail Market 6,000+ sq. ft.	\$546.00	\$682.00	25%
1619	Additional Food Prep Unit within Market	\$109.00	\$136.00	25%

#	Description	Current Fee	Purposed Fee	Percentage Change
1621	Restaurant 0 to 10 Seats	\$218.00	\$272.00	25%
1622	Restaurant 11 to 60 Seats	\$437.00	\$546.00	25%
1623	Restaurant 61 to 100 Seats	\$655.00	\$818.00	25%
1624	Restaurant 100+ Seats	\$874.00	\$1,092.00	25%
1629	Bar/Distillery Tasting Room	\$218.00	\$272.00	25%
1630	Satellite Distribution	\$218.00	\$272.00	25%
1632	School Cafeteria	\$218.00	\$272.00	25%
1640	Cottage Food Operation - Class A	\$12.00	\$15.00	25%
1642	Cottage Food Operation - Class B	\$27.00	\$33.00	22%
1650	Bakery, Food Processing 1,999 sq. ft. or less	\$327.00	\$408.00	25%
1651	Bakery, Food Processing 2,000+ sq. ft.	\$437.00	\$546.00	25%
1653	Mobile Food Facility - Limited/no prep	\$218.00	\$272.00	25%
1655	Mobile Food Facility - Full Service	\$218.00	\$272.00	25%
1681	Bed and Breakfast	\$327.00	\$344.00	5%
1682	Farmstay	\$327.00	\$344.00	5%
1683	Caterer	\$218.00	\$272.00	25%
1692	Plan Check - Construction Inspections (Hourly)	\$109.00	\$136.00	25%
	Food Facility - Minor Remodel (limited equipment			
1693	replacement and/or finish upgrades)	\$218.00	\$272.00	25%
	Food Facility - Major Remodel (substantial change to	\$437.00	\$546.00	25%
1694	equipment, operations, and/or kitchen footprint)			
	Temporary Food Facility Fee (Less than 10 days from event)	\$136.00	\$154.00	13%
1695	Plan Check - Bed & Breakfast	\$655.00	\$818.00	25%
1695	Plan Check - Mobile Food Facility	\$655.00	\$818.00	25%
1695	Plan Check - Bakery/Food Processing < 500 sq. ft.	\$655.00	\$818.00	25%
1696	Plan Check - Bakery/Food Processing > 500 sq. ft.	\$874.00	\$1,092.00	25%
1695	Plan Check - Restaurant < 1,500 sq. ft.	\$655.00	\$818.00	25%
1696	Plan Check - Restaurant > 1,500 sq. ft.	\$874.00	\$1,092.00	25%
1695	Plan Check - Retail Market without Food Prep < 2,000 sq. ft.	\$655.00	\$818.00	25%
1696	Plan Check - Retail Market without Food Prep > 2,000 sq. ft.	\$874.00	\$1,092.00	25%
1695	Plan Check - Retail Market with Food Prep < 1,500 sq. ft.	\$655.00	\$818.00	25%
1696	Plan Check - Retail Market with Food Prep > 1,500 sq. ft.	\$874.00	\$1,092.00	25%
1697	Annual Temporary Food Facility Fee (July - June) - Not	\$147.00	\$408.00	178%
	Prorated (vendor application required for each event)	ļ	1	
1699	Food Sanitation - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	<u>Hazardous Materials Disclosure</u>			
2116	Business Plan - Small (55 - 5,000 gallons)	\$109.00	\$136.00	25%
2117	Business Plan - Medium (5,001 - 25,000 gallons)	\$327.00	\$408.00	25%
2118	Business Plan - Large (> 25,000 gallons)	\$437.00	\$546.00	25%

#	Description	Current Fee	Purposed Fee	Percentage Change
2121	CUPA - New/Major Repair Facility Plan Check (Hourly charge	¢5.46.00	¢692.00	
2121	applies above 5 hrs.)	\$546.00	\$682.00	25%
2422	CUPA - New/Major Repair Facility Construction (Hourly charge	\$546.00	\$682.00	25%
2122	applies above 5 hrs.)	\$340.00	\$082.00	25%
2123	CUPA - Plan Check/Construction (Hourly)	\$109.00	\$136.00	25%
2127	Business Plan - Small (500 - 5,000 lbs.)	\$109.00	\$136.00	25%
2128	Business Plan - Medium (5,001 - 25,000 lbs.)	\$327.00	\$408.00	25%
2129	Business Plan - Large (> 25,000 lbs.)	\$437.00	\$546.00	25%
2131	Business Plan - Small (200 - 2,000 cu. ft.)	\$109.00	\$136.00	25%
2132	Business Plan - Medium (2,001 - 20,000 cu. ft.)	\$327.00	\$408.00	25%
2133	Business Plan - Large (> 20,000 cu. ft.)	\$437.00	\$546.00	25%
2199	Hazardous Materials - Second or Subsequent Reinspection	\$109.00	\$136.00	25%
2133	(Hourly)	\$109.00	\$130.00	23/6
	<u>Hazardous Materials Control</u>			
2246	Hazmat Response - Business Hours (Hourly)	\$109.00	\$136.00	25%
2247	Hazmat Response - Non Business Hours (Hourly)	\$164.00	\$205.00	25%
	Underground Storage Tank			
2307	CUPA - UST Minor Upgrade/Repair	\$218.00	\$272.00	25%
2371	Annual Operating Permit - Facility w/ UST	\$655.00	\$818.00	25%
2390	UST Removal (per tank)	\$546.00	\$682.00	25%
2391	Facility w/ UST - Agricultural Operations (Hourly)	\$109.00	\$136.00	25%
2399	UST - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Housing & Institution			
2499	Housing - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Land Use			
2699	Land Use Activity (Hourly)	\$109.00	\$136.00	25%
	Recreational Health	,		
3611	Public Pool	\$383.00	\$478.00	25%
3612	Public Spa	\$327.00	\$408.00	25%
3615	Wading Pool	\$327.00	\$408.00	25%
3617	Special Use Pool	\$327.00	\$408.00	25%
3690	Pool - Plan Check for New Construction	\$764.00	\$955.00	25%
3691	Spa - Plan Check for New Construction	\$655.00	\$818.00	25%
3692	Pool/Spa - Minor Remodel	\$218.00	\$272.00	25%
3693	Pool/Spa - Major Remodel	\$437.00	\$546.00	25%
3694	Pool/Spa - Construction Inspection (Hourly)	\$109.00	\$136.00	25%
3699	Pool/Spa - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Vector Control			
4099	Vector Control Activity (Hourly)	\$109.00	\$136.00	25%
	Liquid Waste	, ======	, =======	
4203	OWTS Permit Extension (one year, one time)	\$55.00	\$68.00	24%
4205	OWTS Certification	\$218.00	\$272.00	25%
1200	OWTS - Minor Repair	\$383.00	\$413.00	8%

#	Description	Current Fee	Purposed Fee	Percentage Change
4221	OWTS - Alternative System Permit to Operate	\$109.00	\$136.00	25%
4233	Grey Water System	\$546.00	\$682.00	25%
4244	Septic & Chemical Toilet Cleaning Service - Per Vehicle	\$164.00	\$205.00	25%
4299	Liquid Waste - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Solid Waste			
4423	Collection Vehicle	\$164.00	\$205.00	25%
4445	Transfer Station - Annual (monthly inspections)	\$1,967.00	\$2,458.00	25%
4446	Transfer Station - Annual (quarterly inspections)	\$655.00	\$818.00	25%
4447	Landfill - Annual (Monthly Inspections)	\$2,624.00	\$3,280.00	25%
4448	Closed Permitted Landfill	\$1,312.00	\$1,515.00	15%
4499	Solid Waste - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Water			
4601	Well & Septic System Certification	\$327.00	\$408.00	25%
4621	Community Water System	\$406 - \$912	\$849.00	
4636	Public Water System - Installation Permit Application	\$983.00	\$1,228.00	25%
4638	Public Water System - Change of Ownership	\$327.00	\$408.00	25%
4639	Public Water System - Permit Amendment	\$327.00	\$408.00	25%
4640	Nitrate Testing	\$46.00	\$57.00	24%
4660	Water Carrier (Domestic)	\$109.00	\$136.00	25%
4661	Monitoring Well Construction - Additional (Same Site and Time)	\$55.00	\$68.00	24%
4662	Monitoring Well Construction - 1st Well	\$218.00	\$272.00	25%
4663	Monitoring Well Destruction - 1st Well	\$109.00	\$136.00	25%
4664	Well Permit Extension (one year, one time)	\$55.00	\$68.00	24%
4666	Water Well Construction includes \$50 Recording Fee	\$874.00	\$1,009.00	15%
4669	Well Repair/Alteration	\$218.00	\$272.00	25%
4671	Monitoring Well Destruction - Additional (Same Site and Time)	\$55.00	\$68.00	24%
4672	Water Well Certification	\$218.00	\$272.00	25%
4681	Boring Probe Survey	\$437.00	\$546.00	25%
4683	Spring Construction	\$874.00	\$959.00	10%
4699	Water - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Misc Environmental Health	7 - 2 - 2 - 2	7-00:00	
4893	Tattoo/Piercing - Practitioner Registration (one time)	\$55.00	\$68.00	24%
4894	Tattoo/Piercing - Facility Inspection (Annual)	\$218.00	\$272.00	25%
4899	Tattoo/Piercing - Second or Subsequent Reinspection (Hourly)	\$109.00	\$136.00	25%
	Finance			
14	Research Fee	\$33.00	\$102.00	209%
	Solid Waste			
1	Poison Liquids or Solids, Other exceeding 2 gallon limit	\$6.40	\$8.00	25%
2	Aerosols exceeding 10 can limit per gallon	\$5.10	\$6.00	18%

#	Description	Current Fee	Purposed Fee	Percentage Change
3	Antifreeze exceeding 2 gallon limit	\$3.00	\$4.00	33%
4	Flammable Liquid exceeding 5 gallon limit	\$2.70	\$3.50	30%
5	Non Paint Care Products exceeding 2 gallon limit	\$2.70	\$3.50	30%
6	Alkaline Batteries exceeding 1 gallon limit	\$13.50	\$17.00	26%
7	Fluorescent Tubes exceeding 15 tube limit	\$2.00	\$2.75	38%
8	Compact Fluorescent tubes exceeding 10 tube limit	\$0.70	\$1.00	43%
9	Ballasts exceeding 5 ballast limit	\$0.70	\$1.00	43%
10	Paint Care Products exceeding 10 gallon limit	\$0.30	\$0.75	150%
11	Animal Carcass- Large each	\$33.80	\$43.00	27%
12	Animal Carcass- Medium each	\$13.50	\$17.00	26%
13	Animal Carcass- Small each	\$6.80	\$9.00	32%
14	Auto Bodies: cost per each (this cost per each is added to total Tons)	\$22.30	\$27.00	21%
15	Auto Bodies: Tons ( plus an additional fee per each)	\$23.30	\$63.00	170%
16	Boats & Personal Watercraft	\$99.90	\$128.00	28%
17	Cathode Ray Tubes (TV & computer monitors) cost per each	\$7.40	\$9.00	22%
18	Cathode Ray Tubes (TV & computer monitors) cost per each added to total weight of load in tons	\$23.30	\$63.00	170%
19	Inert Construction Clean Loads (tons) gravel, soil or asphalt grindings (over 6 inch material - Crusher ready, 2'x2'x1' max, rebar/steel trimmed to within 3")	\$14.90	\$20.00	34%
20	Inert Construction Clean Loads (per load) gravel, soil or asphalt grindings (less than 6" agg size, no rebar or steel)	\$6.80	No Charge	
21	Minimum Gate Fee	\$6.80	\$7.00	3%
22	Mixed Construction & Demolition ton	\$99.90	\$128.00	28%
23	Mixed inert debris or loads of Large concrete/asphalt chunks ton	\$44.60	\$47.00	5%
24	Mobile Homes, House Trailers & Campers tons	\$99.90	\$128.00	28%
25	Non-Refrigerated Appliances; cost per each added to total weight of load in tons	\$15.50	\$19.00	23%
26	Organics per ton	\$6.80	\$54.00	694%
27	Oversized tires & tractor tires dia. > 42" or >11" width cost per each (plus cost of weight of load in tons)	\$88.80	\$112.00	26%
28	Oversized tires & tractor tires dia. > 42" or >11" width cost tons (plus a price per each)	\$23.30	\$63.00	170%
29	Passenger car/truck tire dia. < 42" or < 11" width cost per each (plus cost of weight of load in tons)	\$7.40	\$9.00	22%
30	Passenger car/truck tire dia. < 42" or < 11" width cost tons (plus a price per each)	\$23.30	\$63.00	170%
31	Refrigerated Appliances; cost per each ( plus cost of load in tons)	\$33.40	\$41.00	23%
32	Refrigerated Appliances; tons (plus price per each)	\$23.30	\$63.00	170%
33	Scrap Metal tons	\$23.30	\$63.00	170%

#	Description	Current Fee	Purposed Fee	Percentage Change
34	Special Handling-Add'l 1/2 hour charge to process	\$27.00	\$34.00	26%
35	Special Handling-Base Rate tons	\$99.90	\$135.00	35%
36	Special Handling-Large Load surcharge	\$135.00	\$169.00	25%
37	Tire on Rim surcharge, cost per each added to total weight of load in tons	\$7.40	\$9.00	22%
38	Tire on Rim surcharge, cost total weight of load in tons	\$23.30	\$63.00	170%
39	Tree Trunks >18" & Stumps tons	\$99.90	\$128.00	28%
40	Wood tons	\$23.30	\$47.00	102%
43	Tipping Fees tons	\$99.90	\$100.00	0%
44	Transfer Station by Volume: 1st Garbage Can up to 82 gallons	\$6.80	\$7.00	3%
45	Transfer Station by Volume:Additional Garbage Cans up to 41 gallons	\$3.40	\$4.00	18%
46	Transfer Station by Volume: Inert Construction Clean Loads (per cubic yard) gravel, soil or asphalt grindings (over 6 inch material - Crusher ready, 2'x2'x1' max, rebar/steel trimmed to within 3")	\$64.10	\$81.00	26%
47	Transfer Station by Volume: Inert Construction Clean Loads (per load) gravel, soil or asphalt grindings (less than 6" agg size, no rebar or steel)	\$6.80	\$11.00	62%
48	Transfer Station by Volume: Mixed Construction & Demolition cubic yard	\$22.30	\$28.00	26%
49	Transfer Station by Volume: Cathode Ray Tubes each	\$7.80	\$10.00	28%
50	Transfer Station by Volume: Minimum Gate Fee	\$6.80	\$7.00	3%
51	Transfer Station by Volume: Mixed Household and Commercial Waste cubic yard	\$15.90	\$20.00	26%
52	Transfer Station by Volume: Non-Refrigerated Appliances each	\$11.50	\$19.00	65%
53	Transfer Station by Volume: Organics load	\$6.80	\$16.00	135%
54	Transfer Station by Volume: Oversized tires & tractor tires dia. > 42" or >11" width cost per each	\$92.50	\$117.00	26%
55	Transfer Station by Volume: Passenger car/truck tire dia. < 42" or < 11" width cost per each	\$7.80	\$10.00	28%
56	Transfer Station by Volume: Refrigerated Appliances; cost per each	\$36.50	\$41.00	12%
57	Transfer Station by Volume: Scrap Metal per cublic yard	\$6.80	\$8.00	18%
58	Transfer Station by Volume: Special Handling-Add'l 1/2 hour charge to process	\$27.00	\$34.00	26%
59	Transfer Station by Volume: Special Handling-per cubic yard	\$11.50	\$14.00	22%
60	Transfer Station by Volume: Special Handling-Large Load surcharge	\$135.00	\$169.00	25%

#	Description	Current Fee	Purposed Fee	Percentage Change
61	Transfer Station by Volume: Tire on Rim surcharge, cost per each	\$7.80	\$10.00	28%
62	Transfer Station by Volume: Wood per cubic yard	\$11.50	\$23.00	100%
63	Transfer Station by Weight: Cathode Ray Tubes (TV & computer monitors) cost per each (plus cost of weight of load in tons)	\$7.40	\$9.00	22%
64	Transfer Station by Weight: Cathode Ray Tubes (TV & computer monitors) tons (plus per each)	\$50.30	\$63.00	25%
65	Transfer Station by Weight: Minimum Gate Fee	\$6.80	\$7.00	3%
66	Transfer Station by Weight: Mixed Household and Commercial Waste	\$126.90	\$120.00	-5%
67	Transfer Station by Weight: Non-Refrigerated Appliances; cost per each (plus cost of total weight of load in tons)	\$15.50	\$19.00	23%
68	Transfer Station by Weight: Non-Refrigerated Appliances; tons (plus cost per each)	\$50.30	\$63.00	25%
69	Transfer Station by Weight: Organics ton	\$6.80	\$54.00	694%
70	Transfer Station by Weight: Oversized tires & tractor tires dia. > 42" or >11" width cost per each (plus cost of total weight of load in tons)	\$88.80	\$112.00	26%
71	Transfer Station by Weight: Oversized tires & tractor tires dia. > 42" or >11" width tons (plus cost per each)	\$23.30	\$63.00	170%
72	Transfer Station by Weight: Passenger car/truck tire dia. < 42" or < 11" width cost per each (plus cost of total weight of load in tons)	\$7.40	\$9.00	22%
73	Transfer Station by Weight: Passenger car/truck tire dia. < 42" or < 11" width tons (plus cost per each)	\$50.30	\$63.00	25%
74	Transfer Station by Weight: Refrigerated Appliances; cost per each (plus cost of total weight of load in tons)	\$33.40	\$41.00	23%
75	Transfer Station by Weight: Refrigerated Appliances;tons (plus cost per each)	\$50.30	\$63.00	25%
76	Transfer Station by Weight: Scrap Metal tons	\$50.30	\$63.00	25%
77	Transfer Station by Weight: Special Handling-Add'l 1/2 hour charge to process	\$27.00	\$34.00	26%
78	Transfer Station by Weight: Special Handling-Base Rate per ton	\$126.90	\$135.00	6%
79	Transfer Station by Weight: Special Handling-Large Load surcharge	\$135.00	\$169.00	25%
80	Transfer Station by Weight: Tire on Rim surcharge, cost per each (plus cost of total weight of load in tons)	\$7.40	\$9.00	22%
81	Transfer Station by Weight: Tire on Rim surcharge, cost tons (plus cost per each)	\$50.30	\$63.00	25%
82	Transfer Station by Weight: Wood Tons	\$19.20	\$47.00	145%
83	Transportation Fees (Transfer Stations)	\$27.00	\$34.00	26%

### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** May 14, 2024

**Departments: Board of Supervisors** 

TIME REQUIRED 15 minutes

**SUBJECT** Mono Arts Council (MAC) Program

Update and Resolution Naming Mono BEFORE THE Arts Council as Mono County's State- BOARD

Local Partner for the California Arts Council's State-Local Partnership

Program (SLPP)

**PERSONS APPEARING** 

Kristin Reese, MAC Executive Director

### **AGENDA DESCRIPTION:**

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

Proposed resolution designating the Mono Arts Council as Mono County's authorized local partner for the California Arts Council's State and Local Partnership Program (SLPP) and authorizing the Mono Arts Council to apply for and receive funds from the California Arts Council's SLPP.

#### **RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Danielle Patrick

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

### **SEND COPIES TO:**

### MINUTE ORDER REQUESTED:

TYES V NO

#### **ATTACHMENTS:**

Click to download

Staff Report

Resolution

Presentation

Time	Who	Approval
5/6/2024 10:39 AM	County Counsel	Yes
5/7/2024 1:47 PM	Finance	Yes
5/8/2024 8:17 AM	County Administrative Office	Yes



April 29, 2024

To: Mono County Board of Supervisors

From: Kristin Reese, Executive Director of Mono Arts Council

**Subject**: Mono Arts Council Program Update and Resolution naming Mono Arts Council as Mono County's State-Local Partner for the California Arts Council's

State-Local Partnership Program (SLP)

#### **Discussion:**

The Mono Arts Council fosters a lasting culture of creativity by collaborating with artists through education, advocacy, and programs. Mono Arts Council (MAC) provides arts education programs in all Mono County schools as well as summer and after-school arts camps and activities. MAC partners with many local agencies and businesses to ensure that residents, throughout Mono County, have access to their programs. MAC also supports artists and the community through their main location the Gallery & Community Arts Center, located in Mammoth Lakes.

The State-Local Partnership (SLP) program is rooted in the California Arts Council's (CAC) vision of strong, sustained public support for the arts. It embodies the CAC's beliefs that the arts are a societal cornerstone that bring people together and build community, and that the CAC has a role to play in increasing access to the arts for Californians who live or work in areas where the arts are scarce, nonexistent, or vulnerable. The State-Local Partnership program provides general operating support and technical assistance for countydesignated local arts agencies. The purpose of the SLP program is to foster cultural development on the local level through a partnership between the State and the counties of California. The nature of this partnership includes funding, information exchange, cooperative activities, and leadership. The partnership enables individuals, organizations, and communities to create, present, and preserve the arts of all cultures to enrich the quality of life for all Californians. A local arts agency is defined as the official county-designated organization that supports arts and cultural activity in service to individuals and communities throughout an entire county. Local arts agencies provide financial support, services, or other programming to a variety of arts organizations, individual

artists, and the community as a whole. A local arts agency can be an agency of local government, a nonprofit organization, or a hybrid of the two.

#### **Recommended Action:**

Approve a resolution designating Mono Arts Council as the official County-Designated organization that supports arts and cultural activities in service to the individuals and communities throughout the county and authorizing the Mono Arts Council to apply for an receive funds from the California Arts Council State-Local Partner Program, unless and until such designation and authorization is altered or rescinded by future action of the Board of Supervisors.

#### **Fiscal Impact:**

None.

Video link:

https://drive.google.com/file/d/1Ag5gtF8SNuT18oaXjY5mtQsSOp55gXmR/view



R24-

RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DESIGNATING THE MONO ARTS COUNCIL AS ITS AUTHORIZED LOCAL PARTNER FOR THE CALIFORNIA ARTS COUNCIL'S STATE AND LOCAL PARTNERSHIP PROGRAM (SLPP) AND AUTHORIZING THE MONO ARTS COUNCIL TO APPLY FOR AND RECEIVE FUNDS FROM THE CALIFORNIA ARTS COUNCIL'S SLPP

WHEREAS, the California Arts Council and the California State Legislature have established a State and Local Partnership Program designated to provide impactful, local cultural planning and decision making and represent and serve underserved constituents; and

**WHEREAS**, the Mono Arts Council has continued to strive to meet the artistic and cultural needs of Mono County residents and has done so with great success; and

**WHEREAS,** continuing the County's affiliation with the California Arts Council will benefit both Mono Arts Council and all facets of the County's creative community in terms of financial support and representation at the state level.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES, that Mono County hereby designates the Mono Arts Council as Mono County's authorized Local Partner for the California Arts Council's State and Local Partnership Program: and

**BE IT FURTHER RESOLVED,** that the Mono County Board of Supervisors authorizes the Mono Arts Council to apply for and receive funds from the California Arts Council's State and Local Partnership Program, unless and until such designation and authorization is altered or

32 ///

1	rescinded by future action of the Board of Supervisors.		
2		this $14th$ day of May 2024, by the following vote, to	
3	wit:		
4	AYES:		
5	NOES:		
6	ABSENT:		
7	ABSTAIN:		
8			
9			
10		John Peters, Chair	
11		Mono County Board of Supervisors	
12			
13 14	ATTEST:	APPROVED AS TO FORM:	
15			
16			
17	Clerk of the Board	County Counsel	
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
22			



# THANK YOU MONO COUNTY!

MAC is grateful for funding from the Visual & Performing Arts Grant to support arts education programs in the Eastern Sierra Unified School District.

2023-2024 \$3,600

2021-2022 \$2,700

2020-2021 \$3,460

2019-2020 \$3,000

2018-2019 \$3,700



### WHAT WE DO: ARTS EDUCATION

## IN SCHOOL ARTS PROGRAMS

- Create With the Greats
- Cultural Arts Program
- Crescendo Music
   Program at ESUSD
- Arts at JWCS

# AFTER SCHOOL ARTS PROGRAMS

- Husky Club
- Gallery & Arts Center
- Coleville
- Bridgeport
- Lee Vining

# SUMMER KIDS ARTS CAMPS

- Mammoth
- June Lake
- Lee Vining



### WHAT WE DO: COMMUNITY ARTS

# GALLERY & COMMUNITY ARTS CENTER

- Over 50 local artists
- Seasonal Art Shows
- Open Studio
- Pow Wow Social Dance
- Homeschool Programs
- Family Art Night/Foro Latino

# ARTS FOR ADULTS & FAMILIES

- Art & Wine Program
- Open Studio
- Arts Classes with MCBH
- Art & Wine in Lee Vining,
   Bridgeport, Chalfant, &
   Walker

#### **OUTREACH**

- Community meet & greet
- Tabling at community events
- Community Art Days (possibly in 2025)



### **COMMUNITY PARTNERSHIPS**

- Pow Wow Social Dance
- Cultural Outreach Committee
- Foro Latino
- Art programs at Wellness Centers - Bridgeport & Walker

#### MONO COUNTY BEHAVIORAL HEALTH MONO COUNTY OFFICE OF EDUCATION

- Create With the Greats art program
- Revision and Implementation of Strategic Arts Plan
- Participation in LCAP process
- Arts Now Mono County (arts) education advocacy)

### **COMMUNITY PARTNERSHIPS**

#### **ADDITIONAL COMMUNITY PARTNERS**

- Mono County Health Department
- Mono County Libraries
- Mammoth Hospital
- Hot Creek Aviation
- JLOOPPA
- Mammoth Unified School District
- Eastern Sierra Unified School
   District

- Volunteer Eastern Sierra
- Mammoth Lakes Recreation
- Inyo Council for the Arts
- Mammoth Lakes Chamber
- Disabled Sports Eastern Sierra
- Mountain Queers
- Walker Coffee Company
- Virginia Creek Settlement
- Flo's Diner
- The Historic Mono Inn

### WHAT MAC HAS DONE LATELY

Holiday Concerts at all ESUSD Schools

Gallery Visits with ESUSD elementary students

Homeschool Art Programs at MAC

Facilitating revision and implementation of Mono Couty Strategic Arts Education Plan Led and hosted Mono County Poetry Out Loud competition

Attended Arts Advocacy Day at California State Capitol in Sacramento















## OUR GOALS FOR 2024-2025

- Continue to survey Mono County residents for arts needs
- Expand after-school arts programs in Bridgeport, Coleville, Lee Vining and Benton
- Strengthen partnerships with local tribal communities
- Start planning Community Art Days (microfestivals) in the communities of June Lake, Lee Vining, Bridgeport, Benton and Walker
- Work with local school districts to support allocation of Prop 28 funding (Arts & Music in schools)





#### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** May 14, 2024

Departments: Public Works - Sustainable Recreation

TIME REQUIRED 30 minutes PERSONS

**SUBJECT** Mono County Sustainable Outdoors

and Recreation and CSA1 Trails Proposal for Inyo National Forest PERSONS Marcella Rose, Sustainable APPEARING Recreation Coordinator

#### **AGENDA DESCRIPTION:**

**BEFORE THE** 

**BOARD** 

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

Mono County Sustainable Outdoors and Recreation (MCSOAR) has been working with members of the County's Service Area 1 (CSA1) advisory board to develop a recommendation to the Board regarding the establishment of a connector trail system in southern Mono County in partnership with the Inyo National Forest and BLM Bishop. This item requests Board approval of the initial proposal of this trail system to the Inyo National Forest and BLM Bishop submitted by Mono County, as recommended by the County's CSA1 advisory board.

#### RECOMMENDED ACTION:

Approve the proposal for Mono County to submit to the INF and BLM to proceed with the trail connector system.

#### **FISCAL IMPACT:**

The project proposals commit Mono County to fund the initial environmental review utilizing funds within the County's restricted County Service Area 1 (CSA1) account, up to a total of \$125,000 for both projects (\$75,000 for the Tom's Place connector and \$50,000 for the Hilton Creek connector). If allocated funds are not all expended for environmental review, and one or both projects are ultimately approved, then the remainder would be allocated towards trail construction, maintenance and signage. In-kind staff support would also be dedicated to the project. Recreation is an allowable use of CSA1 funds. The CSA1 included these items in their proposed budget for FY 2024-25.

CONTACT NAME: Marcella Rose PHONE/EMAIL: 760-616-4953 / mrose@mono.ca.gov
SEND COPIES TO: Marcella Rose
MINUTE ORDER REQUESTED:  YES NO

#### ATTACHMENTS:

Click to download

- □ Hilton Creek Connector Proposal
  □ Toms Place Connector Proposal
  □ INF Letter Of Support
- <u>BLM/INF Letter of Support</u>

#### History

Time	Who	Approval
5/3/2024 10:27 AM	County Counsel	Yes
5/7/2024 1:44 PM	Finance	Yes
5/8/2024 8:56 AM	County Administrative Office	Yes



## MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** May 14, 2024

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

From: Marcella Rose, Sustainable Recreation Coordinator

Re: Connector Trails in Partnership with the Inyo National Forest and Bureau of Land

Management

#### **History:**

In February 2024, the Mono County Sustainable Outdoors and Recreation (MCSOAR) division presented to the Board of Supervisors a potential trail connector project on Federal lands in south County, within the boundaries of County Service Area 1 (CSA1). The CSA1 advisory board has recommended that the County expend money within the CSA1 fund for this project and the Board was supportive of this project during the February presentation. The Sustainable Recreation Coordinator has been working with the CSA1 advisory board for a few months to explore feasibility of legalizing and creating a trail system that would connect south County communities to trails, from Sherwin Creek Campground south to Lower Rock Creek. In fall 2023, MCSOAR, CSA1 advisory board members and a representative from the Inyo National Forest (INF) walked the proposed trail alignment from Toms Place to Lower Rock Creek, and from Hilton Creek Trailhead to the BLM Campground. This initial proof of concept walk through was met with enthusiasm by the INF so much so that it was presented to higher level management at the INF, resulting in the suggestion that a formal proposal for these trail connectors be submitted for approval into the INF's program of work for FY25/26. Initial conversations with the BLM resulted in interest for this trail system and eagerness to receive a proposal with more information.

#### **Financial Impact:**

The CSA1 advisory board recommends that the Board of Supervisors offer up to \$125,000 total in CSA1 funds for the Toms Place and Hilton Creek connectors. This would be up to \$75,000 in CSA1 funds for the Toms Place connector and up to \$50,000 in CSA1 funds for the Hilton Creek connector. The funding for each project will be expended in two phases – one for environmental review, and, once environmental review findings are complete, one for implementation (construction, on-going maintenance). The figures above are inclusive of both phases.

#### **Discussion:**

At this meeting, we are asking the Board to approve the proposals and letters of support for a portion of this trail connector system to both the Inyo National Forest and the Bureau of Land Management Bishop Field Office. Approval of these letters and proposals will allow Mono County to submit the proposals and will hopefully result in the land managers adding these as priority projects for the FY25/26.

If you have questions regarding this item, please contact Marcella Rose at 760-616-4953, or mrose@mono.ca.gov

Respectfully submitted,

Marcella Rose, Sustainable Recreation Coordinator



# Hilton Creek Trailhead to FS Rd 4S137 Trail Proposal (Hilton / BLM trail) Submitted by Mono County Sustainable Outdoors and Recreation (MCSOAR)

Submitted by Mono County Sustainable Outdoors and Recreation (MCSOAR) and Mono County to United States Department of Agriculture, Forest Service, White Mountain Ranger District United States Department of Interior, Bureau of Land Management, Bishop Field Office



Use trail at FS Rd 4s137 (looking east to Hilton Creek Trailhead)

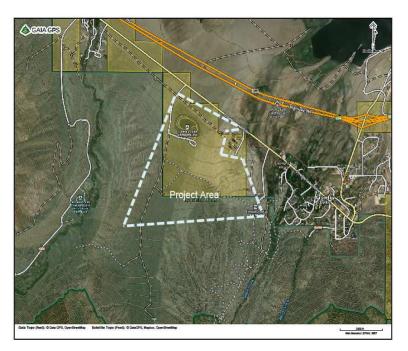
Proposal Date: May 2024 Proponent Name: Mono County (CSA1 funded) Ranger District / Field Office: White Mountain &

**Bishop** 

County: Mono Requested Actions:

- Agencies legalization of an existing use trail from the Hilton Creek Trailhead to Forest Service Rd 4S137 above the BLM Campground
- Forest Service & BLM cooperation for Mono County to fund independent NEPA/CEQA consultants to work on future nonmotorized multi-use trail concepts

**General Location:** Above Crowley Lake BLM Campground



#### Purpose, Background:

Mono County Sustainable Outdoors and Recreation (MCSOAR) and Mono County, upon recommendation by the County Service Area 1 (CSA1) advisory board, wish to support and fund new non-motorized multi-use trails in South County. One short-term goal is to legalize existing use trails. This non-system trail has access from Hilton Creek Trailhead, with one sign at western end of the trail where it intersects with Forest Service Rd 4S137. The Hilton / BLM Trail is an existing use trail approximately 1.43 miles in length shown in blue in the map at the end of this proposal. The tread width is approximately 12 inches. There are some simple reroutes to make the trail more user friendly. This trail receives local usage but no maintenance. A second goal is to utilize existing public facilities (parks, campgrounds, parking areas, etc.) as access / exit nodes, build new trails to connect these facilities, and access to and from our local communities. There are many future trail options in this area with access from Hilton Creek Trailhead, Crowley Lake Drive, and the BLM Campground. A few ideas are shown in purple and orange (also on map at end of this proposal) but are not part of this submittal.

#### **Implementation:**

Implementation of this trail project includes:

- 1. Legalize approximately 1.43 miles of an existing use trail to tread width compliant with agency best management practices, shown in blue.
- 2. Decommission .36 miles of steeper trail segments and some with large boulders, but this adds .68 miles to the existing trail but makes for a better user experience.
- 3. This area has high potential for additional trails, has good access, parking, and is close to the community. Some future ideas are shown in purple, orange, and red but are not

- part of this proposal.
- 4. New prescribed/approved regulatory and wayfinding signage providing information such as location of trail, allowable uses, and trail etiquette.
- 5. This project is anticipated to occur in two general phases: Environmental Review, and pending the environmental findings, the Implementation phase for construction and ongoing maintenance. Any NEPA/CEQA studies required to support Forest Service / BLM decisions, trail construction, signage, and on-going maintenance to be funded by Mono County utilizing funds in the County's restricted CSA1 account, as part of the total committed amount of \$50,000. Additional approval for expending funds on the implementation, construction and on-going maintenance will be a separate decision that will be brought to the Board at a future meeting.

Converting non-system trails to system trails involves bringing these trails into the Forest Service and BLM multi-use non-motorized trail design standards, Best Management Practices, and future maintenance. Mono County, Inyo National Forest, and BLM have formal agreements with seasonal trail maintenance program(s) in place.

#### **Environmental/Heritage**

Any necessary surveys and reports will be paid for by Mono County (via CSA1 funds and as described above) as part of any necessary NEPA/CEQA review, inclusive of and not to exceed the \$50,000 total limit offered. The CSA1 funding would provide for the Federal lead agencies to complete their required review under NEPA and CEQA, and, if the project is ultimately approved, the County would expect that the lead agencies would assume legal liability, including defense and indemnification, in the event of a legal challenge. Mono County is aware of the need to research impacts to Sage Grouse habitat and is in the process of investigating potential overlaps of the trail alignment and habitat and subsequent mitigation strategies. Alternative alignments will hopefully be discussed if there is habitat overlap.

#### **Other Benefits and Goals**

This trail has been a locally used trail for a long time. It also creates future opportunities for a stacked loop system.

- Trail has access to and from Hilton Creek Trailhead and with a future addition will tie into the Crowley Lake BLM Campground (goal to use existing infrastructure),
- Water and restrooms are available on a seasonal basis at the Crowley Lake BLM Campground (goal to use existing infrastructure),
- It has already been stated but this trail exists. If permitted, some reroutes are needed to make the trail more user friendly around large boulders and grade changes.
- Project is consistent with Mono County General Plan, Regional Transportation Plan, and the MCSOAR Overall Work Program.
- Finally, Mono County will pay (using restricted funds from its CSA1 funds up to \$50,000 plus in-kind contributions) for studies, construction, and regular on-going maintenance as described above.

#### **Concurrent efforts**

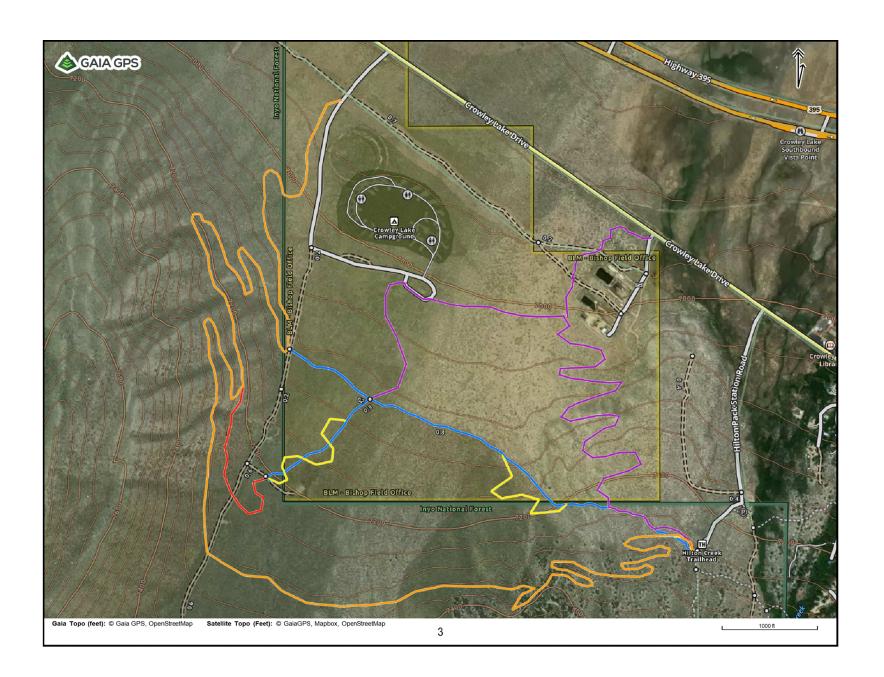
• <u>Concurrent projects - not a part of this proposal</u>: As presented in a separate, additional proposal to the Inyo National Forest, Mono County is also pursuing another

trail connector from Toms Place to Lower Rock Creek, working with support from the Inyo National Forest.

#### **Future efforts**

• <u>Projects in the next 1-3 years - not a part of this proposal</u>: A future concept for a stacked loop trail system is shown in purple, orange, and red. Mono County, at the recommendation of its CSA1 advisory board, would like to start work and pay for studies to keep future projects moving forward.

See legend on next page



Hilton Creek Trailhead to BLM Campground (Hilton / BLM)		
Route and color	distance miles	
Hilton to BLM - existing user created trail - blue	1.43	
Hilton to BLM - new reroutes to user trail - yellow	0.68	
Total new tra	nils 2.11	
Future campground loop / 2-5 years - purple	2.27	
Future moraine loop / 2-5 years - orange	4	
Future connector to orange trail - red	0.4	
future trails / 2-5 years to	otal 6.67	
Map key - Hilton / BLM - attachment 2		



# Toms Place to Lower Rock Creek Connector Trail Proposal

Submitted by Mono County Sustainable Outdoors and Recreation and funded by Mono County to: United States Department of Agriculture, Forest Service, White Mountain Ranger District

Proposal Date: May 2024

Proponent Name: Mono County

(CSA1 funded)

Ranger District: White Mountain

County: Mono

Requested Action: Future agency project list

General Location: Toms Place

#### Purpose, Background:

Mono County Sustainable Outdoors and Recreation and Mono County, at the recommendation of its County Service Area 1 (CSA1) advisory board, wish to support and increase new non-motorized multi-use trails in South Mono County. One short-term goal is to legalize historic trails. The Toms Place to Lower Rock Creek informal or non- system trail has no trail head, signage, or facilities. This trail receives significant use and no maintenance. A second goal is to utilize existing public facilities (parks, campgrounds, parking areas) as access / exit nodes, and to build new trails to connect these facilities and access our local communities.



East of Crowley Lk Dr & Rock Ck Rd intersection (looking west)

The Toms Place to Lower Rock Creek Connector is an existing trail approximately 1.3 to 1.6 miles in length depending on route. Options to legalize this route include approximately 1.34 miles of Forest Service Roads, 2.03 miles of user created routes, and/or to re-route .86 miles for better management and sustainability of a steep section of user created trail. These routes and segments are shown on Map 1 and the map key is attachment 2.

#### **Implementation:**

Implementation of this trail project includes:

- 1. Legalize approximately .96 miles of existing high-use trails to tread width in compliance with agency best management practices shown in blue, green & orange.
- 2. Decommission .06 miles or 332 feet of a steep user created trail down to section 1 of Lower Rock Creek Trail shown in blue.
- 3. Re-route the steep downhill trail at approximately .3 miles to tread width in compliance with agency best management practices shown in purple.
- 4. New uphill travel route out of Lower Rock Creek Canyon approximately .56 miles to tread width in compliance with agency best management practices. This segment might give southbound cyclists a non-US 395 route down to Lower Rock Creek Road shown in yellow.
- 5. New prescribed/approved regulatory and wayfinding signage providing information such as location of trail, allowable uses, and trail etiquette.
- 6. This project is anticipated to occur in two general phases: Environmental Review, and pending the environmental findings, the Implementation phase for construction and on-going maintenance. Any NEPA/CEQA studies required to support Forest Service decisions, trail construction, signage, and on-going maintenance to be funded by Mono County utilizing funds in the County's restricted CSA1 account, as part of the total committed amount of \$75,000. Additional approval for expending funds on the implementation, construction and on-going maintenance will be a separate decision that will be brought to the Board at a future meeting.

Converting non-system trails to system trails involves bringing these sections of trail up to Forest Service multi- use non-motorized trail design standards which includes Best Management Practices and providing regular maintenance. Mono County and Inyo National Forest have formal agreements with seasonal trail maintenance program(s) in

place.



Looking east before SCE substation & FS sewer plant

#### **Environmental/Heritage:**

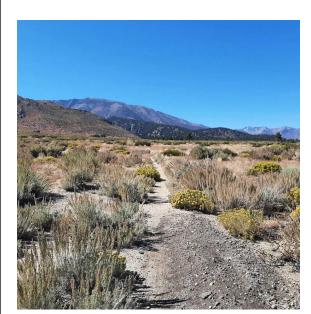
Any necessary surveys and reports will be paid for by Mono County (via CSA1 funds and as described above) as part of any necessary NEPA/CEQA review, inclusive of and not to exceed the \$50,000 total limit offered. The CSA1 funding would provide for the Federal lead agencies to complete their required review under NEPA and CEQA, and, if the project is ultimately approved, the County would expect that the lead agencies would assume legal liability, including defense and indemnification, in the event of a legal challenge. Mono County is aware of the need to research impacts to Sage

Grouse habitat and is in the process of investigating potential overlaps of the trail alignment and habitat and subsequent mitigation strategies. Alternative alignments will hopefully be discussed if there is habitat overlap.

#### **Other Benefits and Goals**

While this trail connects to a very high-use trail in the area, it also creates additional opportunities in the future for dispersing trail users and use of existing facilities.

- 7. At the eastern side of Rock Creek Road and Crowley Lake Drive intersection, there is parking along the old highway. The paved width is approximately 36 feet and is currently used for parallel parking in both winter and summer (goal to use existing infrastructure),
- The upper access point on Crowley Lake Drive is about 900' east of Toms Place Resort which has lodging, food, water, trash, and restrooms (goal connecting to businesses),
- This trail provides access to Sunny Slopes residents via the US 395 undercrossing and Owens Gorge Road (goal to connect communities),
- It has already been stated, but this trail exists now as a high-use social trail, and yes, some reroutes are needed to prevent additional erosion and create better uphill access. The trail is under and over utilities easements for a portion of the route, and other sections are on Forest System Roads (including 4S120 & 120D, 4S120K & 120L).
- Project is consistent with Mono County General Plan, Regional Transportation Plan, and the Sustainable Outdoors and Recreation Overall Work Plan.
- Finally, as described above, Mono County will pay (using restricted funds from its CSA1 account up to \$75,000 plus in-kind contributions) for trail studies, construction, and regular on-going maintenance.



FS Rd 4S120L looking west – Birch Fire scar 2002 and old highway mixing table

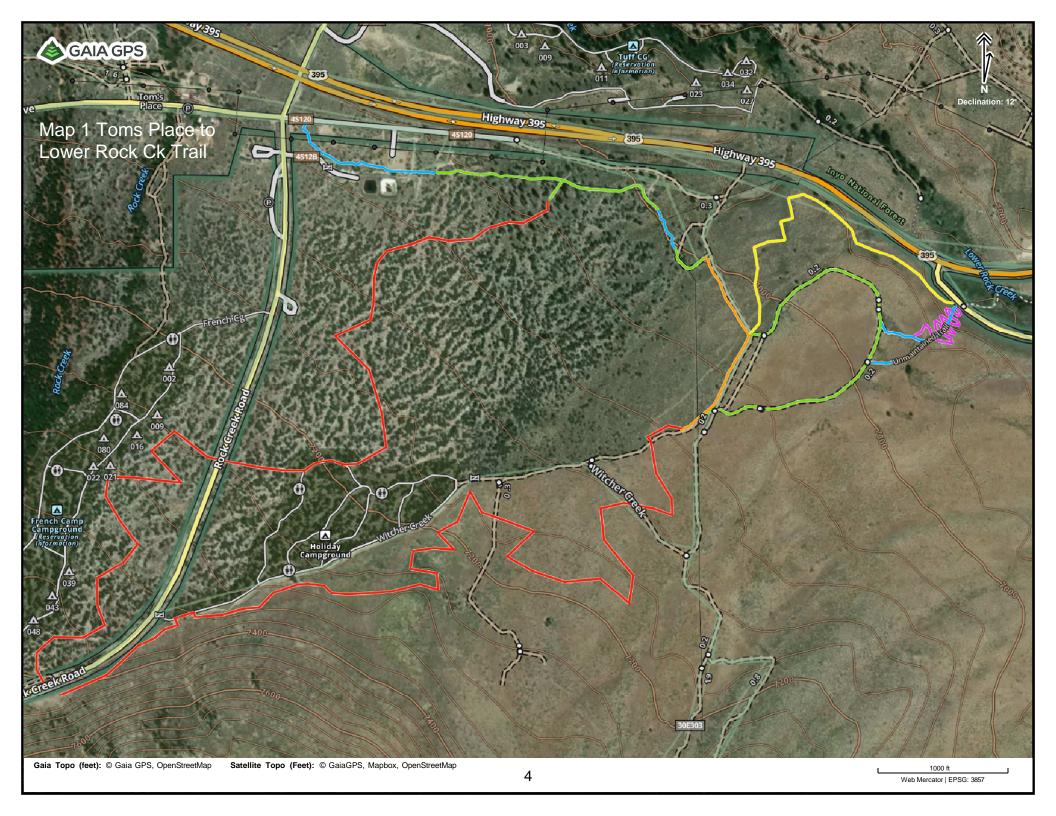
#### **Concurrent efforts:**

Concurrent projects - not a part of this proposal: As presented in a separate, additional proposal to the INF, Mono County is also pursuing another trail connector from Hilton Creek to the BLM campground, working with the BLM and INF.

#### **Future efforts:**

Projects in the next 2-5 years - not a part of this proposal: The trail in red (future concept) could connect both French Camp and Holiday campgrounds where families and users could ride from their campsite. Water, restrooms, and trash facilities are available. Part of this trail could utilize the Birch Fire scare of 2002. About 900' above the Holiday Campground entrance, there is an informal parking area.

Please see map on following page; legend is on the page after the map.



Toms Place L	ower Rock Ck - Mono Co/CSA1		
Route and co	 Nor	distance miles	
Lower Rock C	Lower Rock Creek Connector - existing FS roads - green		
Lower Rock C utility easemen	reek Connector - user created some under nts - blue	0.71	
Lower Rock C optic easemer	reek Connector / user created over a fiber at - orange	0.31	
Decommission	n steep user created downhill trail - blue	-0.06	
New Re-route	steep downhill trail - purple	0.3	
New uphill rou	ute out of Lower Rock Creek trail - yellow	0.56	
sul	 	0.96	
subtotal - re-r	route and new uphill trail purple & yellow	0.86	
	Total new trails	1.82	
Future campg	round loop / 2–5-year timeframe - <mark>red</mark>	3.28	
Map key - att	achment 2		

# MONO COUNTY County Administrative Office

760.932.5410 • Fax 760.932.5411 • www.monocounty.ca.gov

POST OFFICE BOX 696 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517

April 16, 2024

Re: Mono County Sustainable Outdoors and Recreation trail priorities for the current FY and FY 25/26 Inyo National Forest Work Program

Dear Inyo National Forest Service Supervisor Yen and White Mountain District Ranger Pusina,

Enclosed for your consideration are proposed priority projects for a trail connector system within the White Mountain Ranger District, from Mono County's division of Sustainable Outdoors and Recreation. Mono County is submitting these projects for potential inclusion the current and/or future Inyo National Forest program of work. Trail alignments were previously presented to, and well received by, the former WMRD Recreation Staff Officer, Dannon Dirgo. These priority non-motorized, multi-use trail projects will require additional Inyo National Forest Resources, specifically for NEPA related work for the:

- 1) Tom's Place to Lower Rock Creek connector trail,
- 2) Hilton Creek Trailhead to FS Road 4S137 (Hilton / BLM Trail), and
- 3) Future trail planning efforts and NEPA work between Hilton Creek Trailhead and the McGee Creek moraine (adjacent to the BLM Campground).

Project information sheets detailing the above projects are attached for your consideration. Mono County will pay for the planning, environmental, construction, and future maintenance on any new trails added on the Inyo National Forest using restricted funds in the County's Service Area 1 account, up to \$75,000 with additional in-kind contributions.

To our knowledge, the two trails above are the first new trails proposed to be legally added in the White Mountain District in many years. The third project would be to engage with staff on initial planning efforts and NEPA on conceptual routes between the Hilton Creek Trailhead west to McGee Creek.

If you have any questions or require more information, please do not hesitate to reach out to our Sustainable Recreation Coordinator, Marcella Rose at mrose@mono.ca.gov.

We appreciate your feedback regarding these proposals in the current and 25 Federal Fiscal Year. We look forward to a partnership to enhance recreational opportunities for area residents and the visiting public on the Inyo National Forest.

Sincerely,

John Peters Board Chair

Cc:

Leslie Yen, Inyo National Forest Supervisor Taro Pusina, White Mountain Ranger District Ranger

# CALIFORNIA

#### MONO COUNTY

#### County Administrative Office

760.932.5410 • Fax 760.932.5411 • www.monocounty.ca.gov Post Office Box 696 • 74 North School Street • Bridgeport, California 93517

April 16, 2024

Re: Mono County Office of Sustainable Recreation trail priorities for the current FY and FY 25/26 BLM Bishop Field Office Work Program

Dear Bureau of Land Management Field Manager Sherri Lisius,

Enclosed for your consideration are priority project recommendations for a trail connector system within the area managed by the BLM Bishop Field Office, from the Mono County division of Sustainable Outdoors and Recreation (MCSOAR) on behalf of Mono County which respectfully requests to be included in BLM's future work program. These priority non-motorized, multi-use trail projects will require additional BLM resources, specifically for NEPA related work for the:

- 1) Hilton Creek Trailhead to FS Road 4S137 (Hilton / BLM Trail), and
- 2) Future trail planning efforts and NEPA work between Hilton Creek Trailhead and the McGee Creek moraine (adjacent to the BLM Campground).

Project information sheets detailing the above projects are attached for your consideration. Mono County will pay for the planning, environmental, construction, and future maintenance on any new trails added to BLM inventory using funds in its restricted County Service Area #1 account, up to \$50,000 with additional in-kind contributions. It should also be noted that this project has the interest and support of the Inyo National Forest with proposals being submitted to them concurrently.

To our knowledge the one trail above the BLM Campground in Crowley Lake has been a social trail for many years. The second project would be to engage with staff on initial planning efforts and NEPA on conceptual routes between the Hilton Creek Trailhead west to McGee Creek and adjacent to the BLM Campground in Crowley Lake.

If you have any questions or require more information, please do not hesitate to reach out to our Sustainable Recreation Manager, Marcella Rose at mrose@mono.ca.gov.

We appreciate your feedback regarding these proposals in the current and 25 Federal Fiscal Year. We look forward to a partnership to enhance recreational opportunities for area residents and the visiting public on BLM lands.

Sincerely,

John Peters, Board Chair

Cc: Mono County Board of Supervisors
BLM Bishop Field Office Field Manager, Sherri Lisius
BLM Bishop Field Office Assistant Field Manager, Philip Gross



#### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** May 14, 2024

**Departments: County Administrative Office** 

TIME REQUIRED 20 minutes F

**SUBJECT** Discussion of Potential Future

Single-Use Water Bottle and

Styrofoam Ban

**PERSONS** Supervisor Gardner

APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

Board discussion of a potential future single-use plastic water bottle and Styrofoam ban sponsored by Supervisor Gardner.

#### **RECOMMENDED ACTION:**

Discuss single-use plastic water bottle and Styrofoam ban and provide staff with direction on whether to bring back an item for consideration by the Board.

#### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Supervisor Bob Gardner

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

#### **SEND COPIES TO:**

#### **MINUTE ORDER REQUESTED:**

☐ YES 
☐ NO

#### **ATTACHMENTS:**

Click to download

No Attachments Available

#### History

Time Who Approval

4/4/2024 5:50 PM County Counsel Yes

4/8/2024 3:25 PM Finance Yes

4/30/2024 11:24 AM County Administrative Office Yes



#### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** May 14, 2024

**Departments: Emergency Management** 

TIME REQUIRED 30 minutes

**SUBJECT** 

Biomass Facility Update

**APPEARING BEFORE THE** 

**BOARD** 

**PERSONS** 

Wendilyn Grasseschi, Wildfire

Mitigation Coordinator

#### **AGENDA DESCRIPTION:**

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

An update on biomass-related grants and possible bioenergy projects.

#### **RECOMMENDED ACTION:**

None, informational only. Receive any direction from the Board.

#### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Chris Mokracek

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

**SEND COPIES TO:** 

#### MINUTE ORDER REQUESTED:

TYES VO

#### **ATTACHMENTS:**

Click to download

Staff Report

History

Time Who **Approval** 

4/3/2024 1:52 PM County Counsel Yes 4/4/2024 10:09 AM Finance Yes 5/6/2024 5:27 PM County Administrative Office Yes



#### COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

#### **BOARD OF SUPERVISORS**

CHAIR
John Peters / District 4
VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District I Rhonda Duggan / District 2 Bob Gardner / District 3

#### **COUNTY DEPARTMENTS**

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun

ANIMAL SERVICES
Chris Mokracek "Interim"

BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Stacey Simon, Esq.

ECONOMIC DEVELOPMENT Jeff Simpson

EMERGENCY MEDICAL SERVICES Bryan Bullock

FINANCE Janet Dutcher, DPA, MPA,

CGFM, CPA HEALTH AND HUMAN SERVICES

Kathryn Peterson INFORMATION TECHNOLOGY Mike Martinez PROBATION Karin Humiston

PUBLIC WORKS Paul Roten

To:	Mono	County	Board	of Su	pervisors
-----	------	--------	-------	-------	-----------

From: Wendilyn Grasseschi, Mono County Wildfire Mitigation Coordinator

Date: May 14, 2024

Re: Update on current biomass-related grants and possible bioenergy projects within Mono County

#### Strategic Plan Focus Area(s) Met

☐ A Thriving Economy ☐	Safe and Healthy Communities	Mandated Function
Sustainable Public Lands	Workforce & Operational E	excellence

#### **Background**

Mono County has a decade-long interest in the concept of using excess woody debris and wood (called biomass) from forest thinning and community thinning projects as fuel for a power plant, as seen in a 2014 study completed by TSS Consultants for the Mono County Community Development Department (Attachment 1). The Study determined that, due to the lack of enough available 'feedstock' (wood and other forest biomass) to fuel a large-scale bioenergy plant, a bioenergy facility was not determined to be economically viable in Mono County at that time, although a small bioenergy pilot project was constructed on county property in Bridgeport, where it remains in service.

However, soon after the study was completed, a historic, three-year drought in the state triggered a huge increase in tree mortality in the Sierra. The Eastern Sierra was not spared, especially the thickly forested communities of June Lake and Mammoth Lakes. As the dead and dying trees began to dry out, the threat of wildfires increased, threatening local communities, landscapes, and public safety. At the same time, federal agencies such as the USFS were increasingly struggling to retain and recruit employees, forcing cutbacks and/or delays in much-needed forest fuels' thinning projects and other wildfire mitigation projects. In response to the gap between the need to do landscape-level forest thinning projects and the capacity to do the work, a local non-profit, Whitebark Institute, was formed, and began to apply for grants that could be used to do forest fuels' treatment projects on the federal public lands surrounding Mono County communities. Whitebark has since been successful in accessing a \$13 million dollar grant to fund a multi-year, 56,000-acre forest thinning/restoration and wildfire resiliency project on forested lands surrounding Mammoth Lakes, as well as a smaller grant that will fund planning for similar work on forested lands near Mono Basin communities.

Page 2 of 3 May 6, 2024

Called the Eastern Sierra Climate and Communities Resilience Project (ESCCRP), the plan is to expand to include work near more Mono County communities over time.

However, the problem of what to do with the trees, logs, and woody debris that will be removed from the forest during this massive project remains. The longer the excess biomass stays on the landscape, the more it dries out, increasing the risk of a catastrophic wildfire each year that goes by. But there is a solution: the recent Biomass Solutions for Forest Fuels Reduction Activities for the Eastern Sierra study (Attachment 2) has shown there is now enough biomass feedstock available within the ESCCRP project boundaries to fuel a local bioenergy energy plant. As such, Mono County and other local entities have increased their collective efforts to support a locally sited biomass-fueled energy facility that would be capable of taking the massive amount of wood and woody debris that will be produced by the ESCCRP and other fuels reduction projects and turning it into feedstock to fuel a clean energy plant.

#### **Mono County Wood Innovations Grant**

In early 2023, Mono County, with the support of the Eastern Sierra Council of Governments, Whitebark Institute, Ormat Technologies, the Inyo National Forest, the Mammoth Lakes Fire Department, the Town of Mammoth Lakes, and others, applied for a USFS grant that would fund pre-development and pre-engineering work for a three-megawatt (3 MW) bioenergy facility proposed to be located on private land near the existing geothermal plant owned by Ormat Technologies, with Ormat supporting the project in exchange for access to some of the power generated by the plant. The application was successful, and this USFS 'Wood Innovations' grant was awarded to Mono County in April 2023. It was approved by the Mono County Board of Supervisors in September 2023 (Attachment 3). This \$299,899¹ grant funds a selected contractor to do necessary bioenergy facility pre-development work, such as feedstock assessment and procurement, environmental and land use planning and permitting including CEQA and NEPA needs, preliminary project design and more. An RFP to acquire a contractor to do this work was released on April 30, 2024 and will close on May 31, 2024.

#### **West Biofuels Biomass Grant**

In late 2023, a bioenergy facility development company called West Biofuels included Mammoth Lakes as a possible bioenergy facility site in a Department of Energy (DOE) grant. Based partially on the success of the Wood Innovations grant noted above, this highly competitive grant was awarded to West Biofuels in March 2024 in the amount of \$30 million (https://www.energy.gov/oced/energy-improvements-rural-or-remote-areasselections-award-negotiations#bioenergy), with that total amount to be divided up between three different locations in Northern California, one of which is the Mammoth Lakes area. The Office of Clean Energy Demonstrations within the DOE will be negotiating with West Biofuels regarding how the total grant award will be distributed. It is important to note the funds are not yet secure and could be allocated to a different bioenergy project if negotiations between West Biofuels and the DOE are not successful. Should the negotiations be successful, the grant award will make a significant contribution toward the total cost of the bioenergy facility West Biofuels is proposing to build on Ormat property, which is estimated to cost about \$27 million in total. According to the DOE, "this project aims to prevent local forest fires while providing low-carbon, stable energy for three communities in the Sierra Nevada mountains of California. Burney, Mariposa, and Mammoth Lakes are small, remote, mountainous communities threatened by wildfires and faced with frequent power outages due to extreme weather. State and federal programs have improved the management of dry, wildfire-fueling forest biomass through forest thinning campaigns and other land management activities. However, locally commercialized end uses for captured biomass are still limited. To address this issue, this project plans to deploy three community-scale bioenergy systems, transforming culled biomass into 100 % renewable electricity and biochar soil amendments. Each facility aims to produce 3 MW of reliable, renewable electricity, utilizing 28,000-35,000 dry tons per year of residuals from sustainable forest management programs. The resulting

<sup>&</sup>lt;sup>1</sup> The project budget is \$600,608, funded as follows: \$299,889 in grant funding, \$250,506 in-kind match from Eastern Sierra Council of Governments, and Mono County in-kind match from Emergency Services staff time of \$50,213.

Page 3 of 3 May 6, 2024

biochar is anticipated to sequester 11,939 tons of carbon equivalent emissions per year and will likely be sold in regional agricultural markets."

#### **Summary**

Finding a way to remove the excess trees, brush, logs, and other woody debris/biomass from the landscapes surrounding Mono County communities is critical due to the increased wildfire danger triggered by the biomass as it dries out over time. Due to the long distances from markets and/or other biomass-fueled facilities, finding a local solution to this issue is important. The Wood Innovations and West Biofuels grant, both of which have the support of many local organizations, entities and governments (as noted above) could provide a partial solution to this issue.

#### Attachments

Attachment 1: Mono County Community Development 2014 Study – available online at https://monocounty.ca.gov/planning/page/renewable-energy-project-utilizing-woody-biomass

Attachment 2: Mono County Wood Innovations Grant Materials – available online at <a href="https://agenda.mono.ca.gov/agendapublic/CoverSheet.aspx?ItemID=16200&MeetingID=921">https://agenda.mono.ca.gov/agendapublic/CoverSheet.aspx?ItemID=16200&MeetingID=921</a>

Attachment 3: Biomass Solutions for Forest Fuels Reduction Activities for the Eastern Sierra – available online at https://www.eswildfirealliance.org/ files/ugd/a338bb e4de57174c3c4f1b8856cb9f9e6ec244.pdf



#### REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 14, 2024

**Departments: Emergency Management** 

TIME REQUIRED 30 minutes

**SUBJECT** Wildfire Resilience Action Financial

**BEFORE THE** Team (WRAFT) Information **BOARD** 

Wendilyn Grasseschi, Wildfire

Mitigation Coordinator

#### **AGENDA DESCRIPTION:**

**PERSONS** 

**APPEARING** 

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

Update on the Eastern Sierra Climate and Community Resilience Project (ESCCRP) Wildfire Resilience Action Financial Team (WRAFT) and discussion of a proposed MOU among WRAFT and other partners.

#### **RECOMMENDED ACTION:**

Receive the update on the ESCCRP and provide direction to staff regarding whether the WRAFT MOU should be agendized for future consideration and possible approval by the Board.

FISCAL IMPACT: None.
CONTACT NAME: Chris Mokracek  PHONE/EMAIL: 7609244633 / cmokracek@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  YES NO
ATTACHMENTS:

Click to download ■ WRAFT MOU

#### History

Time Who **Approval** County Counsel 4/3/2024 1:50 PM Yes 4/4/2024 10:13 AM Finance Yes

### **COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Sandra Moberly, MPA, AICP

Christine Bouchard

#### **BOARD OF SUPERVISORS**

John Peters / District 4 **VICE CHAIR** Lynda Salcido / District 5

Jennifer Kreitz / District I Rhonda Duggan / District 2 Bob Gardner / District 3

#### **COUNTY DEPARTMENTS**

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon, Ingrid Braun ANIMAL SERVICES Chris Mokracek "Interim" BEHAVIORAL HEALTH Robin Roberts COMMUNITY DEVELOPMENT Wendy Sugimura COUNTY CLERK-RECORDER Queenie Barnard COUNTY COUNSEL Stacey Simon, Esq. ECONOMIC DEVELOPMENT Jeff Simpson **EMERGENCY MEDICAL SERVICES** Bryan Bullock FINANCE Janet Dutcher, DPA, MPA, CGFM, CPA HEALTH AND HUMAN **SERVICES** Kathryn Peterson INFORMATION **TECHNOLOGY** Mike Martinez PROBATION Karin Humiston

**PUBLIC WORKS** 

Paul Roten

To: Mono County Board of Supervisors

From: Wendilyn Grasseschi, Mono County Wildfire Mitigation Coordinator

Date: May 14, 2024

Update on the Eastern Sierra Climate and Community Resilience Re: Project's Wildfire Resilience Action Financial Team and proposed MOU

#### Strategic Plan Focus Area(s) Met

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

### **Background**

Due to its relatively high elevation, Mono County has not historically been subject to as many of the large and destructive wildfires that have occurred in many California counties. However, in the past decade that changed with two different wildfires that triggered the first large-scale property losses in Mono County history: the Round Fire in Paradise/Swall Meadows, and the Mountain View Fire in Walker and the Antelope Valley. The two fires resulted in a total loss of about 140 homes, with both communities still working to recover. During the same decade, for the first time, a series of significant wildfires burned a large percentage of the lower elevation foothills lining the U.S. 395 corridor in northern Mono County, changing the vegetation regime to a much more fireprone landscape and as such, increasing the danger of future wildfires. A series of additional wildfires within the same decade have also triggered many of the county's communities to either partially evacuate, or be ready to evacuate; some communities have even endured this process multiple times.

As a result of this escalating wildfire threat, the county has sharply increased wildfire mitigation efforts, including updating its Community Wildfire Protection Plan (CWPP) in 2019 and increasing cooperation and collaboration with local, federal, and state agencies and groups doing wildfire mitigation work. Additionally, the County secured grant funding for the Wildfire Mitigation Coordinator position as well as funding for predevelopment work for a biomass facility.

One of these groups is a locally based non-profit, the Whitebark Institute, which was awarded a \$13 million grant from the state to partially fund a landscape-scale (about 56,000 acres) forest fuels' treatment and forest restoration project within Mono County on the Inyo National Forest. This 'Eastern Sierra Climate and Community Resilience

Project' (ESCCRP) work is currently underway and will expand into additional areas this summer. In addition, Whitebark recently obtained an additional grant that will fund fuels' treatment planning for projects around Mono Basin communities; Whitebark has also stated that its long-term goal is to expand forest restoration and fuels' treatment work into areas surrounding more Mono County communities.

### Wildfire Resilience Action Finance Team (WRAFT)

In response to the rapid growth of the ESCCRP and the success Whitebark has had in accessing sizable grants, it became clear to Whitebark and local agencies, organizations, and governmental bodies in 2022 that that there needed to be a group of stakeholders dedicated to finding, assessing, and pursuing sustainable financing mechanisms for that work. The group, now called the Wildfire Resilience Action Finance Team (WRAFT), meets once a month. It is composed of two Mono County Board Members acting in their personal capacities, the Eastern Sierra Council of Governments, the National Fish and Wildlife Foundation, the Los Angeles Department of Water and Power, the U.S. Forest Service Inyo National Forest, the Town of Mammoth Lakes, Whitebark Institute, Mammoth Community Water District, and Alterra Mountain Company. Through the efforts of the WRAFT, new financing opportunities have been identified, including a partnership with two different organizations: Blue Forest Finance Inc., a California 501(c)(3) nonprofit corporation and World Resources Institute (WRI), a 501(c)(3) nonprofit corporation. Blue Forest is an organization focused on supporting ecological restoration work and the associated benefits to local communities of this work and WRI works to deploy private capital to make landscapes more resilient to environmental risks. To achieve that end, Blue Forest and WRI have created a mechanism called Forest Resilience Bonds (FRB), which allows investors to put up the cash for forest thinning projects that local organizations/agencies cannot pay for all at once. Attachment 1 includes an LA Times article describing how FRB's work in other areas.

#### **WRAFT Memorandum of Understanding (MOU)**

To solidify the relationship between WRAFT, Blue Forest, and WRI, the three entities crafted a memorandum of understanding (MOU) with the goal to "pursue the parties' mutual interest in exploring possible future joint actions to accelerate landscape-scale environmental restoration on the Inyo National Forest as defined in the ESCCRP planning and project documentation." The WRAFT is now asking Mono County to sign the MOU.

Although the county has been involved at some level as a participant and/or supporter of the basic concepts and projects associated with the ESCCRP and the WRAFT, the county has never been formally invited to participate in the ESCCRP. If approved, the WRAFT MOU would mark the first time the county is a formal participant in the ESCCRP. Although the MOU does not commit any party to contribute funds or to approve any particular project or action of the ESCCRP and it may be terminated at-will, as with any new endeavor, there is always a risk of some future unknown liability arising from the county's participation in the WRAFT and, through that, in the ESCCRP. Staff has included the MOU as an attachment to this report, if the board is amenable to signing the MOU staff will bring it back to the board at a later date.

#### **Attachments**

Attachment 1: LA Times Article "Start-up Blue Forest secures funding for first privately financed forest fire bond" available online here - <a href="https://www.latimes.com/business/la-fi-fire-bond-20181101-story.html">https://www.latimes.com/business/la-fi-fire-bond-20181101-story.html</a>

Attachment 2: WRAFT Memorandum of Understanding

#### MEMORANDUM OF UNDERSTANDING

Between

## BLUE FOREST FINANCE INC., WORLD RESOURCES INSTITUTE, And

# EASTERN SIERRA CLIMATE & COMMUNITY RESILIENCE PROJECT WILDFIRE RESILIENCE ACTION FINANCE TEAM (WRAFT)

This MEMORANDUM OF UNDERSTANDING (this "MOU"), effective on the date of the last signature, sets forth the terms and understandings between Blue Forest Finance Inc., a California 501(c)(3) nonprofit corporation, hereinafter referred to as ("Blue Forest"), World Resources Institute ("WRI"), a 501(c)(3) nonprofit corporation, and the Eastern Sierra Climate & Community Resilience Project (ESCCRP)'s Wildfire Resilience Action Finance Team ("Wildfire Resilience Action Finance Team" and/or "WRAFT") to pursue the parties' mutual interest in exploring possible future joint actions to accelerate landscape-scale environmental restoration on the Inyo National Forest as defined in the ESCCRP planning and project documentation. WRAFT is collective partnership comprised of the following organizations: Mono County, Eastern Sierra Council of Governments, National Fish and Wildlife Foundation, Los Angeles Department of Water and Power, U.S. Forest Service, Town of Mammoth Lakes, Whitebark Institute, Mammoth Community Water District, and Alterra Mountain Company (collectively "Partners" or individually a "Partner"). While not all Partners are parties to this MOU, contact information for each Partner is set forth in paragraph VI. Each Partner agency may, in its own discretion, collaborate with other Partners regarding the topics set forth herein. Any collaboration shall be consistent with the governance structure of the participating Partner and no individual affiliated with a Partner may speak or act on behalf of that Partner unless duly authorized through their respective agency's governance structure.

BACKGROUND: Blue Forest is a nonprofit organization that seeks to support ecological restoration work and realize the associated ecosystem service benefits for local communities. By structuring investments in projects that protect water resources and forest health, Blue Forest seeks to accelerate natural resources management activities that mitigate the effects of wildfire and drought. These nonmonetary benefits that advance the public good are of critical importance and have prompted the development of the Forest Resilience Bond ("FRB"), the purpose of which is to deploy private capital to make landscapes more resilient to environmental risks. WRI is a global non-profit focused on the collective pursuit of three interconnected goals for people, nature and climate: improving human well-

being, protecting the natural environment, and tackling climate change. WRI holds a close partnership with Blue Forest and both organizations worked together in the initial development of the FRB. The ESCCRP proposes to implement ecological forest restoration at a landscape scale across the Inyo National Forest lands in Mono County. The ESCCRP's Wildfire Resilience Action Finance Team serves as an advisory body to help the ESCCRP and other partners achieve landscape-scale forest restoration to reduce catastrophic wildfire risk, and in the process helps bolster community health and sustainability. The goal of the WRAFT is to advise on financial matters and funding strategies to support full implementation of the ESCCRP and achieve long-term management of restoration work, essential for the region's health and sustainability, including protection of recreational values, water resources, and wildlife. Accordingly, Blue Forest, WRI, and the WRAFT share mutual interests. This initial project is designed to be replicated across the Eastern Sierra Region.

I. PURPOSE: The purpose of this MOU is to ensure the communication and coordination necessary to explore possible future joint actions to accelerate landscape-scale restoration, and to foster continued conversations between the WRAFT, Blue Forest, and WRI to work together to identify questions, refine associated science, and explore pathways to use the FRB in landscape-scale demonstration projects across the Inyo National Forest as part of the ESCCRP. Implementing the FRB conservation finance mechanism in a strategic, collaborative manner will increase the likelihood of project success by augmenting public funds with one or more sources of private funds repaid by non-traditional stakeholders. This in turn will help to accelerate the pace and scale of restoration and inform future conservation efforts.

II. PROCESS: This purpose will be accomplished through the following process:

- 1. BLUE FOREST, WRI, AND THE ESCCRP WILDFIRE RESILIENCE ACTION FINANCE TEAM WILL:
  - a. Work together to identify questions, refine associated science, and explore pathways to use the FRB in landscape-scale demonstration projects across the Inyo National Forest as part of the ESCCRP.
  - b. Communicate and coordinate regularly, including through regularly scheduled meetings.
  - c. Identify roles and responsibilities for Blue Forest, WRI, and the WRAFT to support cooperation across each organization.

- d. Cooperate in the exchange of information consistent with governing laws, regulations, and policies.
- e. Discuss possible project locations that could be appropriate for implementation of an FRB and identify potential timelines for these potential pilot projects.
- f. Collaborate in engaging local, state, and federal agencies, as well as tribes in a broader effort to accelerate restoration.
- g. Identify the potential value(s)/benefit(s) to be accrued from specified restoration activities and pilot methods to model, quantify, measure and verify implementation effectiveness.
- h. Collaborate in writing joint funding applications to support projects when appropriate, working together to decide who will be the lead applicant on a case-by-case basis.

#### 2. BLUE FOREST AND WRI WILL:

- a. Support implementation financing of forest level pilot projects as identified in collaboration with the ESCCRP Wildfire Resilience Action Finance Team.
- b. Coordinate with the WRAFT on any outreach to, and engagement with, partner organizations, as well as local, state, and federal agency, and/or tribal partners.
- c. Develop necessary environmental and economic models to support the identification of candidate sites in collaboration with the WRAFT and trusted implementation partners.
- d. Coordinate with the WRAFT on the methods used to model and measure benefits related to FRB restoration activities.
- e. Provide updates to the WRAFT on any changes associated with the FRB, new foundation support, knowledge of future investors, and the level and type of investors that may impact successful use of the FRB.

#### 3. THE WILDFIRE RESILIENCE ACTION FINANCE TEAM WILL:

- a. Work actively with Blue Forest to identify project sites where an FRB might support existing ESCCRP conservation or environmental goals.
- b. Identify future candidate project sites where an FRB might support existing conservation or environmental goals.
- c. Collaborate with Blue Forest, WRI, and both companies' research partners to support the environmental and economic analyses of proposed projects.

- d. Communicate and share information openly with Blue Forest and WRI that could support project success including project funding, spatial and environmental data, internal project documents, analysis, and permitting applications.
- e. Identify and facilitate coordination with stakeholders and potential beneficiaries, including but not limited to individual WRAFT members and ESCCRP partners. Facilitate coordination with local, state, and federal agencies, and tribes where facilitation could be helpful.

III. FUNDING: This MOU is not a commitment of funds by either party or any individual WRAFT member to the other party or any third party. This MOU does not commit either party or any individual WRAFT member to fund any proposed project or any specific ESCCRP implementation work.

IV: EFFECTIVE DATE AND DURATION: This MOU is at-will and may be modified only by mutual written consent of all parties. This MOU may be terminated by either party at any time. A WRAFT member signatory may be added or withdraw from this MOU at any time provided that the addition or withdrawal of a WRAFT member signatory shall have no effect on the other signatories. This MOU shall become effective on the date of signature and shall continue until modified or terminated.

V. NONBINDING AGREEMENT: This MOU creates no right, benefit, or responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

VI: PRINCIPAL CONTACTS: Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

### Principal Blue Forest Contacts:

Blue Forest	Blue Forest
Name: Jennifer Bernstein	Name: Kim Seipp
Title: Project Development Manager	Title: Co-Founder & COO
Address: 5960 S Land Park Dr #1264	Address: 5960 S Land Park Dr #1264
Sacramento, CA 95822-3313	Sacramento, CA 95822-3313
Telephone:	Telephone: 530-913-7363
Email: jennie@blueforest.org	Email: kim@blueforest.org

### Principal WRI Contact:

WRI	WRI
Name: Andy Gurgol	Name:
Title: Conservation Finance Manager	Title:
Address: 10 G St NE #800	Address:
Washington, DC 20002	City, State, Zip:
Telephone:	Telephone:
Email: andy.gurgol@wri.org	Email:

### ESCCRP WRAFT Contacts:

Mono County	Mono County
Name:	Name:
Title:	Title:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	City, State, Zip: Telephone:
Email:	Email:

Eastern Sierra Council of Governments	Eastern Sierra Council of Governments
Name:	Name:
Title:	Title:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
Email:	Email:
National Fish and Wildlife Foundation	National Fish and Wildlife Foundation
Name:	Name:
Title:	Title:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
Email:	Email:
Los Angeles Department of Water and Power	Los Angeles Department of Water and Power
Name:	Name:
Title:	Title:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
Email:	Email:

U.S. Forest Service	U.S. Forest Service
Name:	Name: Nathan Sill
Title:	Title: Resources & Planning Staff Officer
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
Email:	Email: nathan.sill@usda.gov
Town of Mammoth Lakes	Town of Mammoth Lakes
Name: Rob Patterson	Name: Daniel C. Holler
Title: Fin./Admin Services Director	Title: Town Manager
Address: PO Box 1609	Address: PO Box 1609
City, State, Zip: Mammoth Lakes	City, State, Zip: Mammoth Lakes
CA 93546	CA 93546
Telephone: 760-965-3661	Telephone: 760-965-3601
Email:	Email:
rpatterson@townofmammothlakes.ca.gov	dholler@townofmammothlakes.ca.gov
Whitebark Institute	Whitebark Institute
Name: Janet Hatfield	Name: Laura Beardsley
Title: Forest Resilience Program Manager	Title: Executive Director
Address: 3399 Main Street, Suite W5	Address: 3399 Main Street, Suite W5
City, State, Zip: Mammoth Lakes, CA 93546	City, State, Zip: Mammoth Lakes, CA 93546
Telephone: (760) 914-3131	Telephone: (209)628-4681
Email: <u>janet@whitebarkinstitute.org</u>	Email: <u>Laura@whitebarkinstitute.org</u>

Mammoth Community Water District	Mammoth Community Water District
Name:	Name:
Title:	Title:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
Email:	Email:
Alterra Mountain Company	Alterra Mountain Company
Name:	Name:
Title:	Title:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
Email:	Email:
Party	Party
Name:	Name:
Title:	Title:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
Email:	Email:

T	N	WI	$\Gamma N$	<b>FSS</b>	WE	IFR	FO	F.

### BLUE FOREST FINANCE INC.

Nick Wobbrock, Co-Founder & Chief Operating Officer	Date
WORLD RESOURCES INSTITUTE	
Jeff Lin, Grants and Contracts Manager	Date
EASTERN SIERRA CLIMATE & COMMUNITY RESILIENCE PROJECT WILDFIRE RESILIENCE ACTION FINANCE TEAM	
Rob Patterson , Town Manager Date	
Town of Mammoth Lakes	
[Name, Title] Date	
[Organization]	
[Name, Title] Date	
[Organization]	

[Name, Title]	Date
[Organization]	
[Name, Title]	Date
[Organization]	
[Name, Title]	Date
[Organization]	



### REGULAR AGENDA REQUEST

■ Print

MEETING DATE May 14, 2024

Departments: Public Works

TIME REQUIRED 15 minutes PERSONS Paul Roten, Public Works Director

**SUBJECT** Mono County Jail Facility - Update

APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

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

RECOMMENDED ACTION:  None, informational only.
FISCAL IMPACT: None.
CONTACT NAME: Paul Roten PHONE/EMAIL: 7607090427 / proten@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  □ YES  NO
ATTACHMENTS:
Click to download  D Jail Update

#### History

TimeWhoApproval4/29/2024 2:41 PMCounty CounselYes5/6/2024 12:55 PMFinanceYes5/6/2024 5:29 PMCounty Administrative OfficeYes

# Mono County Jail Update

May 14, 2024

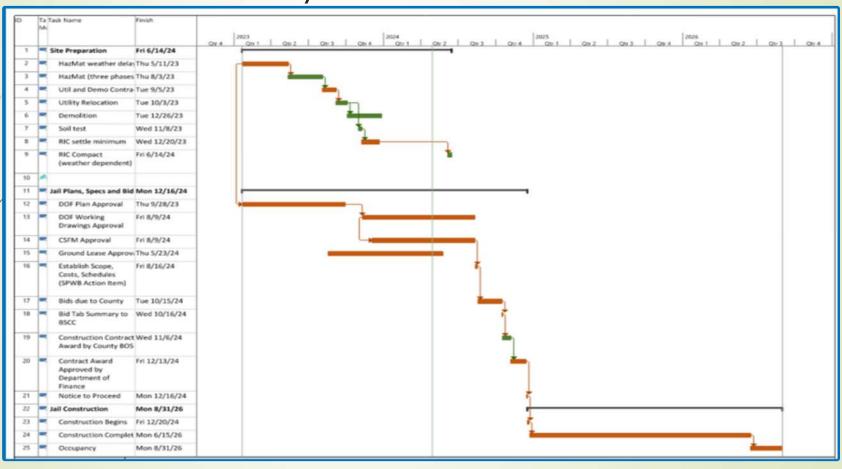




### Mono County Jail Update

- Project Schedule
- Site Preparation
  - Hazardous Material Removal
  - Utility relocations
  - Hospital demolition
  - Utility company coordination (pole removal)
  - Soil Mitigation
- Present work tasks
- Next steps

### Mono County Jail Schedule





Looking East



Looking Northeast



The Fence

### POWER POLE REMOVED

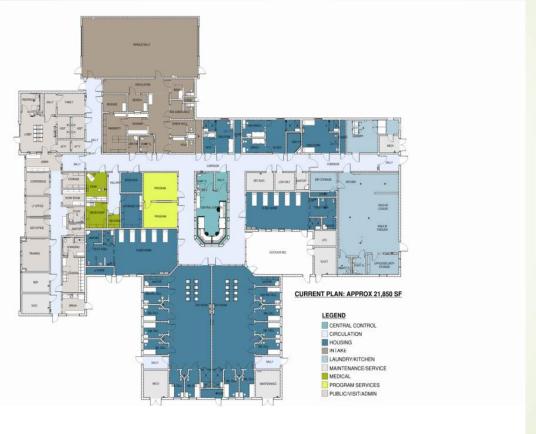




Facility Site Plan







Floor Plan

### Site Preparation – Old Mono Hospital Site

- Asbestos removal is complete
  - Through an operation that took three phases, the hazardous materials at the hospital were removed
  - The monitoring efforts have now shown that the site materials are safe for normal disposal processes
- Utility Relocation and Demolition
  - Provide utilities for new Jail
  - Prepare site for the compaction process
  - Remove overhead power lines and poles that are in way of new construction
- Soil Remediation
  - Preparation of Bid Documents
  - Bid / Award and Execute Construction of RIC process

### Process

### State Agencies Involved in Process:

- Board of State and Community Corrections (BSCC)
- State Department of General Services (DGS Real Estate Services Branch)
- Department of Finance (DOF) and State Public Works Board (SPWB)
- Office of the State Fire Marshal

### Process

### STATE LEASE REVENUE BOND FINANCING

Cumbersome Process and Deliverables

- Project Establishment
- Preliminary Plans (Design Development)
- Construction Documents
- Ground Lease and Agreements
- Authorization to Bid
- Bid Tabulation and Approval
- Issuance of Notice to Proceed
- Construction and Closeout

### Board of State and Community Corrections Key Milestones

- Project Establishment
  - Established September 15, 2022 (State Public Works action item)
- → Preliminary Plans
  - Prior anticipated approval of February 13, 2023 (packaged November 2022)
  - Apticipated approval end of April 2023 (current update)
- Working Drawings
  - Approvals from agencies and DOF
  - Ground Lease approval
  - DOF approval to Bid
- Bidding
  - Bids and conditional BOS approval
  - DOF issuance of Notice to Construct
- Construction

### Next Steps

- Approval of Preliminary Plans
- Make Site Ready
  - HazMat process
  - Demolition of old Hospital
  - Improvement of poor soils
- Review and Approval of Working Drawings
- Execution of Ground Lease
- Obtain final approval from State Fire Marshal
- Bidding
- DOF Approval and Notice to Proceed
- Construction





### REGULAR AGENDA REQUEST

■ Print

MEETING DATE May 14, 2024

**Departments: County Administrative Office and County Counsel** 

TIME REQUIRED 5 minutes PERSONS

SUBJECT Update to Policies and Procedures

Manual - Purchasing and Contracting

APPEARING BEFORE THE BOARD Sandra Moberly, County Administrative Officer

#### **AGENDA DESCRIPTION:**

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

Staff update on new sections added to the Mono County Policies and Procedures Manual - Policy L-1: "Department Processes for Preparing Contracts" and L-2: "Purchasing - Documentation and Internal County Review". Discussion of process for updating or revising Manual.

RECOMMENDED ACTION: None, informational only.
FISCAL IMPACT: None.
CONTACT NAME: Sandra Moberly PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  ☐ YES ☑ NO
ATTACHMENTS:
Click to download  Staff Report  Power Point overview  Policy L-1  Policy L-2

History

Time Who Approval

5/9/2024 11:29 AM County Counsel Yes
5/8/2024 4:15 PM Finance Yes
County Administrative Office

### COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

# MONO COUNTY CALIFORNIA

**BOARD OF SUPERVISORS** 

<u>CHAIR</u>

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District I Rhonda Duggan / District 2 Bob Gardner / District 3

#### **COUNTY DEPARTMENTS**

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY

Hon. David Anderson SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES
Chris Mokracek "Interim"

BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Stacey Simon, Esq.

ECONOMIC DEVELOPMENT Jeff Simpson

EMERGENCY MEDICAL SERVICES

SERVICES Bryan Bullock

FINANCE Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson INFORMATION TECHNOLOGY Mike Martinez PROBATION

Karin Humiston
PUBLIC WORKS

Paul Roten

Date: May 14, 2024

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Re: Update to Mono County Policies and Procedures Manual

### Strategic Plan Focus Area(s) Met

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

#### **Discussion**

In August of 2023, the Board of Supervisors adopted the **Mono County Policies and Procedures Manual**. The Manual includes 50 separate policies and procedures – covering topics from travel and training to real estate acquisition and animals in the workplace. It has been published on the County's Intranet site, creating the first ever comprehensive and accessible guide to County operations for employee use.

As was explained at the time the Manual was adopted, the Manual will be a continually evolving resource -- with new policies and procedures added, or revisions to existing policies and procedures made, from time-to-time.

Because the Board of Supervisors sets policy for the County, but staff (typically the County Administrator) determines procedure (i.e., how Board established policy should be implemented) – some updates to the Manual will require Board approval while others, involving only procedures, can be made at a staff level.

Recently, the CAO and County Counsel's offices worked together to draft two new items for the Manual covering procedures for purchasing and contracting. Both are procedural in nature and can be issued by the CAO. However, given the Board's involvement in the Manual, staff wanted to bring those forward for the information of the Board. In the future, as new policies or procedures not requiring Board adoption, or revisions to existing policies and procedures, are implemented it is our intention to follow this same practice.

#### Attachments

- 1. Policy L-1 "Department Processes for Preparing Contracts"
- 2. Policy L-2 "Purchasing Documentation and Internal County Review"
- 3. Power Point overview of new procedures



# New Contracting Procedures

# Where will the rules be located?

- In the Policies and Procedures Manual on the County's Intranet page
- They will be new Policy L-1 and Policy L-2
- Replacing the current policies "L-1 Contracting Process" and "L-2 Short-Form Contracts"

### Section A GENERAL ADMINISTRATION

- A-1 Food and Beverage Reimbursement
- A-2 Electronic Signatures
- A-3 Records Retention
- · A-4 Public Records on Private Devices and Accounts
- A-5 Social Media
- A-6 Public Records Requests
- A-7 Animals in the Workplace
- A-8 Grant Applications
- A-9 Authorization to Sign Documents
- A-10 Credit Card Issuance and Use

#### Section B BUDGET AND FISCAL MATTERS

- B-1 Investments
- B-1 Investment Policy (January 10, 2023)
- B-2 Debt Policy
- B-3 Audits and Accounting
- B-4 Charges for County Services
- B-5 Budget & Financial Policy
- B-6 Year End Audit Adjustments
- <u>B-7 Recording Revenue</u>
- B-8 Payment of Claims
- B-9 Fixed Assets
- B-10 Cash Handling Procedures

# Key features of new rules:

- Short-Form Contracts may be used for service contracts of up to one year (or longer with Purchasing Agent approval). [Historically 120-day maximum];
- The County's Short-Form Contract Policy is no longer in effect and is replaced by the new policies.
- Language allowing vendor-provided documentation (invoices, purchase orders, contracts) made more explicit;
- Whether to submit certain low-dollar contracts for County Counsel and Risk Management review (i.e., certain invoices, purchase orders, and short-form contracts) is left to the discretion of the department head;
- New sections added addressing software and technology purchases, hybrid purchases (goods and services) and emergency purchases;

Tuesday, April 23, 2024 Sample Footer Text

# Key features of new rules (cont.):

- Each department must designate a staff person as its "Contract Specialist". That individual will be the lead within the department for purchasing and contracts and will also be the liaison with other departments involved in the contracting process (CAO, County Counsel, Risk Management, Finance);
- The Contract Specialist will participate in trainings and remain up-todate on contract resources and materials;
- Other department staff may be involved in the contracting process, under the guidance of the Contract Specialist;

Tuesday, April 23, 2024 Sample Footer Text

# Key features of new rules (cont.):

• The new rules are issued and implemented by the County's Purchasing Agent (the CAO). Accordingly, the rules may be modified by the CAO and reissued at any time. This is intended to create flexibility and enable the Purchasing Agent to manage the contracting process in the most efficient and beneficial manner.

Tuesday, April 23, 2024 Sample Footer Text

#### MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject:	<b>Policy Number:</b>	Page Number:
	L-1	Page 1 of 3
	Date Approved:	
DEPARTMENT PROCESSES FOR PREPARING		August 15, 2023
CONTRACTS		(R23-068)
	<b>Revisions:</b>	
	, 2024	

#### **POLICY**

Contract procedures and the linked reference documents provided in this Policy are meant to provide guidance to departments in preparing the documentation necessary for purchasing and contracting. County employees shall follow the rules as laid out in the Mono County Code, applicable law, and the guidance set forward in this Policy and linked documents.

See also, County Contract Center (<a href="https://countyofmono1.sharepoint.com/SitePages/Contract-Center.aspx">https://countyofmono1.sharepoint.com/SitePages/Contract-Center.aspx</a>; Contract Documentation and Internal County Review (see Policy L-2 in this Manual); and Mono County Code Chapter 3.04 "Purchasing"

#### 1. DEFINITIONS

- A. "Department Contract Specialist" means the employee in each department who is assigned by the department director as the primary contact for that department on issues related to contract preparation and processing. The Department Contract Specialist is a resource for department staff assigned to prepare contracts and a liaison with other departments involved in the contracting process, including the CAO's office, County Counsel's office, and Finance Department.
- B. "Documentation" means the contract, invoice, purchase order, and all attachments, or other writings which document a purchase of goods or services.
- C. "Vendor" means the person or entity from whom the County purchases goods or services. Vendor includes a consultant or contractor.
- D. "Vendor-Provided Documentation" means the contract, invoice, purchase order, and all attachments, or any other written material provided by the Vendor to memorialize a transaction.

#### 2. TRAINING REQUIREMENTS

A. All Department Contract Specialists must participate in a contract training (live or recorded and found on the Contract Center) provided by the County Counsel's office and view the video "Insurance for Contracts", also located on the Contract Center. In

- addition, they shall review the County's contracting rules and procedures set forth in this Manual, on the Contract Center, and in Mono County Chapter 3.04.
- B. Any department staff person assigned to prepare contracts under the guidance of the Department Contract Specialist ("Department Contract Staff") must review the video and accompanying slides posted on the Contract Center before beginning the task of preparing contracts on behalf of a department.

#### 3. CONTRACT PREPARATION AND SUBMISSION FOR REVIEW

#### Step 1: Either:

- a. The Department Contract Specialist or Department Contract Staff downloads and completes the appropriate contract template from the Contract Center by inserting information into the template fields according to contract service details. If not certain which template to use (e.g., Short-Form, Standard, As-Needed and/or attachments), please see Policy L-2, review the training materials in the Contract Center, or contact County Counsel (Note: do not recycle a prior contract, as it may be on an out-of-date template), or
- b. Department Staff obtains Vendor-Provided Documentation from the Vendor.
- Step 2: Unless no additional review is required (see Policy L-2 in this Manual which describes those circumstances where review by County Counsel and Risk Management is not required), the Department Contract Specialist or Department Contract Staff uploads the draft contract (in Word format) to the County Counsel Project Request system (<a href="https://monocounty.quickbase.com/db/btjxywftq/4d47f842-30c0-45ee-9ff5-673bf189c29e">https://monocounty.quickbase.com/db/btjxywftq/4d47f842-30c0-45ee-9ff5-673bf189c29e</a>), together with any required insurance certificates. The Risk Manager shall be identified as an "other user" in the system. If the contract involves software or technology, the Information Technology Director shall also be identified as an "other user".

#### 4. CONTRACT REVIEW

If no additional review is required (see Policy L-2 in this Manual which describes those circumstances where review is and is not required), proceed to section 5 "Contract Approval". If County Counsel, Risk Management and/or IT Department review is required, follow the instructions below.

- **Step 1**: County Counsel, Risk Management (and IT if a software or technology contract) review, modify if needed, and advise Department Contract Staff when the contract is ready for further distribution.
- **Step 2:** Department Contract Staff sends the contract to the Vendor for Vendor to review.

Step 3: Vendor reviews the proposed contract and advises Department Contract Staff if the contract is satisfactory, or if changes are requested. If changes are requested, Department Contract Staff notifies County Counsel (also Risk Management if insurance is involved and IT if related to software or technology). Note, for particularly complex changes or negotiations, County Counsel, Risk Management and/or IT may speak directly to the Vendor.

**Step 4**: Department Contract Staff, Vendor and County Counsel and/or Risk Manager and/or IT (as needed) negotiate agreed-upon language and County Counsel produces a final version of the contract for approval.

#### 5. <u>CONTRACT APPROVAL</u>

- A. For contracts **not** requiring approval by the Board of Supervisors, Department Contract Staff routes contract through Adobe Sign for signatures in the following order:
  - i. County Counsel and Risk Manager (in either order)
  - ii. Vendor
  - iii. Approval Authority for County (may be Department Head or CAO depending on type of contract and contract limit amount see the "Quick Reference Chart" on the Contract Center for more information).
- B. For contracts requiring Board approval, Department Contract Staff creates an agenda item and uploads the contract to Novus, together with a staff report, for Board approval. The staff report or agenda cover page shall identify which County Counsel attorney reviewed the contract. The Clerk of the Board will send the contract out for all signatures. In Novus, where there is a space for "Send Copies To", please insert the names of those who will be signing for each entity, including email addresses for non-County signers, to facilitate this process.
- C. All contracts presented for signature shall be in final form, with no blanks left empty (e.g., dates, prices, names, etc.).

#### 6. <u>FINAL PROCESSING AFTER APPROVAL</u>

- A. Department Contract Staff uploads fully executed contract to Innoprise (expense contracts) or Laserfiche (revenue contracts) and provides copies to the following;
  - i. Vendor
  - ii. Board Clerk for indexing
  - iii. Department of Finance, Attn: Auditor-Controller
- B. Department maintains a fully-executed copy for its files and enters key contract data (e.g., parties, expiration date, contract limit) into its contract management/tracking system.

#### 7. <u>CONTRACT MANAGEMENT AND TRACKING</u>

- A. Contract Tracking. The Department Contract Specialist is the person responsible for creating and maintaining key data regarding each of the department's contracts -- including the contract expiration date (and date prior to termination when new contract negotiations should be commenced), procedures for terminating the contract early, contract limit and expenditures made, etc. The Department Contract Specialist should calendar the expiration of all contracts at least 45 days prior to the actual expiration date, unless the contract has unique provisions requiring earlier notice of non-renewal or similar, in which case the expiration should be calendared earlier.
- B. <u>Contract Management</u>. The management of any given contract is the responsibility of the department entering into that contract. Contract management involves overseeing the goods or services provided to ensure quality, timeliness and contract compliance; ensuring that expenditures do not exceed the contract limit (unless an amendment is processed prior); ensuring that invoices are timely paid; and overseeing contract work and interactions with the Vendor.

APPROVED AND ISSUED	DATE:	
County Administrative Officer		
APPROVED AS TO FORM		
County Counsel		

#### MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject:	Policy Number:	Page Number:
	L-2	Page 1 of 6
	Date Approved:	
PURCHASING - DOCUMENTATION AND		, 2024
INTERNAL COUNTY REVIEW		(R24-)
	<b>Revisions:</b>	

#### **POLICY**

The Board of Supervisors has delegated authority to the Purchasing Agent (the County Administrative Officer) to determine what type of documentation and review shall be required for purchases of goods and services which fall within the Purchasing Agent's statutory authority or limit. (See Mono County Code Section 3.04.025.C.) Pursuant to that authority, the Purchasing Agent has determined that the following requirements apply, unless otherwise directed in writing by the Purchasing Agent.

See also, Policy L-1 of this Manual, "Department Processes for Preparing Contracts", the Contract Center at: <a href="https://countyofmono1.sharepoint.com/SitePages/Contract-Center.aspx">https://countyofmono1.sharepoint.com/SitePages/Contract-Center.aspx</a>, and Mono County Code Chapter 3.04 "Purchasing".

#### **DEFINITIONS**

- A. "Documentation" means the contract, invoice, purchase order, and all attachments, or other writings which document a purchase of goods or services.
- B. "Short-Form Contract" means the most recent version of the County's short-form contract template for goods or services located on the Contract Center. The Short-Form Contract should not be used for the purchase of services lasting more than 12 months, unless a longer term is approved in writing by the Purchasing Agent.



C. "Standard Contract" means the most recent version of the County's standard agreement template located on the Contract Center.

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

#### INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for services of CLICK HERE TO ENTER TEXT of CLICK HERE TO ENTER TEXT (hereinafter referred to "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereina contained, the parties hereby agree as follows:

D. "As-Needed Contract" means the most recent version of the County's as-needed contract template located on the Contract Center.

## AGREEMENT BETWEEN THE COUNTY OF MONO AND CLICK HERE TO ENTER TEXT FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES ON AN AS-NEEDED BASIS

#### INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County"), may from time-to-time have the need for CLICK HERE TO ENTER TEXT services of CLICK HERE TO ENTER TEXT, a CLICK HERE TO ENTER TEXT (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

E. "Contract Attachment" means one of several contract attachment templates located on the Contract Center for use when called for with the County's Standard Contract or As-Needed Contract. For example:

#### **EXHIBIT 2**

#### AGREEMENT BETWEEN THE COUNTY OF MONO AND Click here to enter text.FOR THE PROVISION OF Click here to enter text.SERVICES

PREVAILING WAGES AS OF: Click here to enter text.

F. "Contract Amendment" means documentation amending an existing contract between the County and a vendor. A template for creating contract amendments is located on the Contract Center.

## AGREEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF MONO AND FOR THE PROVISION OF SERVICES

This Agreement and First Amendment is entered into \_\_\_\_\_\_, 2023 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and \_\_\_\_\_\_ of California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about \_\_\_\_\_ and pertaining to Contractor's provision of \_\_\_\_\_\_ services to the County (the "Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

G. "Vendor" means the person or entity from whom the County purchases goods or services. Vendor includes a consultant or contractor.

- H. "Vendor-Provided Documentation" means the contract, invoice, purchase order, and all attachments, or any other written material provided by the Vendor to memorialize a transaction.
- I. "Public Work" means construction, alteration, demolition, repair, installation, remodeling, the laying of carpet, and other similar work.
- J. "Purchasing Agent" means the County Administrative Officer, as specified in Mono County Code Chapter 3.04.
- K. "Assistant Purchasing Agent" means any County department head, as specified in Mono County Code Chapter 3.04.
- L. "Purchasing Agent Limit" means the dollar amount set forth in Mono County Code section 3.04.025 and Government Code section 25502.3, which is adjusted annually based on California's consumer price index. The Purchasing Agent is authorized to enter into contracts for the purchase of goods or services (or the provision of goods or services by the County) in amounts up to the Purchasing Agent Limit.
- M. "Assistant Purchasing Agent Limit" means \$25,000 total contract price, regardless of the length of the contract.

#### 1. PURCHASE OF GOODS

A. Purchase of goods up to \$10,000

*Examples*: Office supplies, meals, fuel, small office technology, cleaning supplies.

- i. REQUIRED DOCUMENTATION: Vendor invoice/receipt, County invoice, purchase order, or Short-Form Contract also acceptable.
- ii. REQUIRED REVIEW: No review by County Counsel or Risk Management is required. (**Note**: See 3(A)(ii) for special rules for software or technology purchases.)
- B. Purchase of goods between \$10,001 and Purchasing Agent Limit

*Examples*: Office furniture, equipment and supplies, passenger vehicles, small prefabricated structures.

- i. REQUIRED DOCUMENTATION: County's Short-Form Contract, Standard Contract, or Vendor-Provided Documentation.
- ii. REQUIRED REVIEW:

- If a County Short-Form Contract is used and the terms of the Short-Form Contract meet the department's needs, no County Counsel or Risk Management review is required. (**Note**: See 3(A)(ii) for special rules for software or technology purchases.)
- If Vendor-Provided Documentation is used, County Counsel and Risk Management review is required <u>unless</u> the documentation contains only a description of the good to be purchased and its cost, with no additional terms or with the addition only of details related to timing of payment and/or the length of a warranty and these are acceptable to the department. If any different terms are included, or are desired by the department, then County Counsel and Risk Management review will be necessary and required. (**Note:** See 3(A)(ii) for special rules for software or technology purchases.)

#### C. Purchase of goods above the Purchasing Agent Limit

*Examples*: Heavy equipment, larger prefabricated structures, ambulances.

- i. REQUIRED DOCUMENTATION: Vendor invoice/receipt. County invoice, purchase order, Standard Contract or other County-provided Documentation also acceptable.
- ii. REQUIRED REVIEW: Review by County Counsel and Risk Management is required prior to agendizing for approval by the Board of Supervisors. (**Note**: See 3(A)(ii) for special rules for software or technology purchases.)

#### 2. PURCHASE OF SERVICES

#### A. Purchase of services up to \$10,000

*Examples*: Locksmith services, embroidery, laundry, single translation jobs, tire repair, carpet cleaning, vehicle glass repair.

i. REQUIRED DOCUMENTATION: The County's Short-Form Contract (if services provided within 12 months or Purchasing Agent approves longer period), Standard Contract, or Vendor-Provided Documentation.

#### ii. REQUIRED REVIEW:

- If a County Short-Form Contract is used and the terms of the Short-Form Contract meet the department's needs, no County Counsel or Risk Management review is required. (**Note**: See 3(A)(ii) for special rules for software or technology purchases.)
- If the County's Standard Contract is used, then County Counsel and Risk Management Review are required.
- If Vendor-Provided Documentation is used, County Counsel and Risk Management review is required <u>unless</u> the documentation contains only

a description of the service to be provided and its cost, with no additional terms or with the addition only of details regarding timing of payment or performance and/or the length of a warranty, and those details are acceptable to the department. If different terms are included, or are desired by the department, then County Counsel and Risk Management review will be necessary and required. (**Note**: See 3(A)(ii) for special rules for software or technology purchases.)

#### B. Purchase of services above \$10,001

*Examples*: Consulting services, attorneys, construction.

- REQUIRED DOCUMENTATION: The County's Standard Agreement or As-Needed Agreement (depending on department's needs) or Vendor-Provided Documentation.
- ii. REQUIRED REVIEW: Review by County Counsel and Risk Management is required prior to obtaining the required signatures for the County.(Note: See 3(A)(ii) for special rules for software or technology purchases.)

#### 3. SOFTWARE AND TECHNOLOGY PURCHASES/LICENSE

- A. Software or technology purchase or license up to \$10,000
  - i. REQUIRED DOCUMENTATION: Vendor-Provided Documentation (e.g., invoice, purchase order or contract), County Short-Form Contract or other County Documentation.
  - ii. REQUIRED REVIEW:
    - If a County Short-Form Contract is used and the terms of the Short-Form Contract meet the department's needs, no County Counsel or Risk Management review is required. Review by the IT Director is required.
    - If Vendor-Provided Documentation is used, County Counsel and Risk Management review is required <u>unless</u> the documentation contains only a description of the service to be provided and its cost, with no additional terms or with the addition only of details regarding timing of payment or performance and/or the length of a warranty, and those details are acceptable to the department. If different terms are included, or are desired by the department, or if the service involves a Public Work (as defined above) then County Counsel and Risk Management review are required. Review by the IT Director is required.

#### B. Software or technology purchase or license above \$10,001

- i. REQUIRED DOCUMENTATION: Vendor-Provided Documentation (e.g., invoice, purchase order or contract) or County Standard Contract or As-Needed Contract (depending on department's needs).
- ii. REQUIRED REVIEW: Review by County Counsel, Risk Management and IT Director is required prior to obtaining the required signatures for the County.

#### 4. SPECIAL CIRCUMSTANCES

A. <u>Hybrid purchase - involves both goods and services</u>

*Examples*: Purchase of modular furniture with installation services.

- i. REQUIRED DOCUMENTATION: Up to \$10,000 Vendor-Provided Documentation or County Short-Form Contract. \$10,001 and above Vendor-Provided Documentation or County Standard Contract or As-Needed Contract (depending on department's needs).
- ii. REQUIRED REVIEW: Review by County Counsel and Risk Management is required for purchases over \$10,000, unless waived by the Purchasing Agent in writing. Purchases of \$10,000 or less do not require County Counsel and Risk Management review if made on the County's standard Short-Form Contract. If Vendor-Provided Documentation is used, County Counsel review is required,
- B. <u>Emergencies</u>. If there is an immediate, in-the-field need to contract for services under \$10,000 and it is difficult or impossible to process paperwork (e.g., Sheriff requires towing services following an accident) the purchase should be made on a CalCard without a contract.
- C. <u>Involvement of affected departments</u>. If another County department is involved in or affected by a department's purchase (e.g., the department is purchasing furniture that it wishes Public Works to assemble), then consultation with the affected department is required.

#### 5. WHO MAY SIGN

A. Department Heads, as Assistant Purchasing Agents, may sign contracts for goods or services up to \$25,000 total contract limit. The County Administrative Officer, as Purchasing Agent, may sign contracts for goods or services up to the Purchasing Agent Limit per year. Above the Purchasing Agent Limit, or for contracts not involving goods or services, the Board of Supervisors must sign or the Board may delegate signature authority to a specified officer or employee following approval of the agreement (or its substance) by the Board.

- B. In the absence of the Purchasing Agent, the Assistant County Administrator is authorized to approve and sign contracts within the Purchasing Agent's Limit. In the absence of both the Purchasing Agent and the Assistant County Administrator, the Finance Director is authorized to approve and sign contracts within the Purchasing Agent's Limit.
- C. Where a department requests the Board of Supervisors to delegate signature authority to someone other than the Board Chair following Board approval of the contract or its substantive terms, only the individual to whom the delegation is made may sign the contract. Requests for Board delegation shall not include "or designee" language.

APPROVED AND ISSUED	DATE:	
County Administrative Officer		
APPROVED AS TO FORM		
County Counsel		



■ Print

**MEETING DATE** May 14, 2024

**Departments: County Administrative Office** 

TIME REQUIRED 20 minutes

**SUBJECT** Proposed Purchase of Certain Real

Property at 264 Highway 182 Bridgeport, CA 93517 (APN: 008-

213-011-000)

**PERSONS APPEARING BEFORE THE** 

**BOARD** 

Tyrone Grandstrand, Housing Opportunities Manager

#### **AGENDA DESCRIPTION:**

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

Proposed Purchase of Certain Real Property at 264 Highway 182 Bridgeport, CA 93517 (APN: 008-213-011-000)

#### RECOMMENDED ACTION:

Adopt attached resolution authorizing the purchase of the property located at 264 CA 182 Bridgeport, CA 93517, APN: 008-213-011-000

#### **FISCAL IMPACT:**

The purchase results in the expenditure of \$1,250,000 of local assistance project funding, included in the FY 2023-24 budget for the Affordable Housing fund.

**CONTACT NAME:** Tyrone Grandstrand

PHONE/EMAIL: 7609144963 / tgrandstrand@mono.ca.gov

#### **SEND COPIES TO:**

#### MINUTE ORDER REQUESTED:

☐ YES 
▼ NO

#### **ATTACHMENTS:**

Click to download Resolution

#### **History**

Who Time **Approval** County Counsel 5/9/2024 8:32 AM Yes

5/7/2024 2:28 PM Finance Yes 5/9/2024 11:07 AM County Administrative Office Yes



## COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

#### **BOARD OF SUPERVISORS**

CHAIR John Peters / District 4 VICE CHAIR Lynda Salcido / District 5

Jennifer Kreitz / District I Rhonda Duggan / District 2 Bob Gardner / District 3

#### **COUNTY DEPARTMENTS**

ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY

Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun ANIMAL SERVICES Chris Mokracek "Interim"

BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER Queenie Barnard

COUNTY COUNSEL Stacey Simon, Esq.

ECONOMIC DEVELOPMENT Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN

SERVICES
Kathryn Peterson
INFORMATION
TECHNOLOGY
Mike Martinez
PROBATION
Karin Humiston

PUBLIC WORKS Paul Roten Date: May 14, 2024

To: Mono County Board of Supervisors

From: Tyrone Grandstrand, Housing Opportunities Manager

RE: Proposed Purchase of Certain Real Property at 264 Highway 182 Bridgeport, CA 93517 (APN: 008-213-011-000)

#### Strategic Plan Focus Area(s) Met

A Thriving Economy	Safe and Healthy Communities  Mandated Function
Sustainable Public Lands	

#### **Background and Summary:**

Staff is proposing consideration for the acquisition of five units for conversion from short-term rental to long-term rentals for local workforce housing in Bridgeport, CA.

Location: The five units are located at 264 Highway 182 Bridgeport, CA 93517

Size of property: 0.32 Acres

Land Use Designation: Mixed Use (MU)

#### **Background:**

Over the past year the County has committed itself to looking for near term opportunities to expand the supply workforce and affordable housing, while developing an overall long term housing program.

#### **Project Proposal:**

The proposed acquisition of the property in question will transition units from the short-term rental (STR) market into the long-term rental market, with the goal of housing workers and their families that have jobs in or around Bridgeport.



#### **Site Land Use Designation:**

The subject site is designated as Mixed Use (MU), which, "is intended to provide for a wide range of compatible resident- and visitor-oriented residential and commercial uses, including business, professional, and retail uses; to provide for efficient use of land and increased opportunities for affordable housing; to provide a transition between intensive commercial uses and residential uses; and to be applied to areas with existing mixed-use development." (Mono County General Plan, Land Use Element-2023, Mixed Use (MU), Page II-160)

#### **Planning Commission Action**

On May 9, 2024 the Planning Commission reviewed this purchase and found that the property purchase is consistent with the Mono County General Plan and is Categorically Exempt from environmental review pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301. Section 15301 provides an exemption for activities where there is no expansion of use beyond that is previously existing.

Page 3 of 3 May 7, 2024

Additionally, on a separate and independent basis, the actions are exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3) because it can be determined with certainty that there is no possibility that approval of the proposed property acquisition will result in a direct or a reasonably foreseeable indirect significant impact on the environment.

#### **Attachments**

1. Board of Supervisors Resolution R24-\_\_\_.



#### R24-\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO AUTHORIZING THE PURCHASE OF REAL PROPERTY AT 264 HIGHWAY 182, BRIDGEPORT, CALIFORNIA; FINDING THAT THE SALE IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND TAKING RELATED ACTIONS

**WHEREAS**, the County desires to purchase that certain real property located at 264 Highway 182 in Bridgeport, having an APN of 008-213-011 (the "Property"), which the County intends to use for affordable housing purposes and/or workforce housing; and

**WHEREAS**, the Property's current owner has agreed to sell the Property to the County for One Million, Two Hundred and Fifty Thousand Dollars and No Cents (\$1,250,000), and the parties have negotiated a purchase and sale agreement (the "PSA") for the purchase of the Property by the County; and

WHEREAS, the purchase of the Property is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) in that the ultimate precise use of the site by the County is yet to be determined, and CEQA does not require a public agency to speculate regarding potential significant environmental effects; and

**WHEREAS**, in view of the Property's size, any ultimate project is likely to be exempt from review under CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities), and the Board of Supervisors is not aware of any circumstance under CEQA Guidelines Section 15300.2 that would apply; and

**WHEREAS**, the Board of Supervisors hereby finds that the purchase of the Property is in the public interest, and that the terms and conditions of the PSA are reasonable and fair;

WHEREAS, the site has a General Plan Land Use Designation of Mixed Use, which allows for housing production when found compatible with intent, and the County has General Plan Land Use Element and Housing Element policies that encourage the development of affordable housing, including Countywide Land Use Element Policy 1.D.2 ("Provide for

## NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE

3

1

2

45

6

7

8

9

1011

12

13

1415

16

17

18

19

2021

22

23

24

2526

27

28

**SECTION TWO:** The Chairperson of the Board and the County Administrative Officer are hereby authorized to execute the PSA on behalf of the County, and the County Administrative Officer is authorized to execute on behalf of the County any other documents reasonably required to close the purchase of the property, subject to County Counsel review and approval as to form. The County Administrative Officer is also authorized to approve minor amendments to the PSA, and to do any and all other things reasonably necessary or convenient to the accomplishment of any and all of the transactions contemplated hereby.

**SECTION ONE**: The foregoing recitals are true and correct.

**SECTION THREE**: The Board, acting as the Planning Agency for the County pursuant to Government Code Sections 65402 and 65100, finds that the purchase of the Property is consistent with the County's General Plan.

**SECTION FOUR**: As of the date of this resolution, Sandra Moberly is the County Administrative Officer. For purposes of establishing the authority of the County Administrative Officer pursuant to this resolution, the County Counsel's verification of the present incumbent on behalf of the Board shall be deemed conclusive and may be relied upon by third parties.

**PASSED, APPROVED** and **ADOPTED** this 14<sup>th</sup> day of May, 2024, to wit:

AYES: NOES: ABSENT: ABSTAIN:

ATTEST:

Clerk of the Board

COUNTY OF MONO RESOLVES THAT:

John Peters, Chair Mono County Board of Supervisors

APPROVED AS TO FORM:

County Counsel



■ Print

MEETING DATE May 14, 2024

**Departments: County Administrative Office** 

TIME REQUIRED 10 minutes

**SUBJECT** Update of Draft Diversity, Equity, and

Inclusion (DEI) Workplan

PERSONS APPEARING

**BEFORE THE** 

**BOARD** 

Christine Bouchard, Assistant County

Administrative Officer

#### **AGENDA DESCRIPTION:**

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

Presentation by Assistant County Administrative Officer, Christine Bouchard regarding update on the Diversity, Equity, and Inclusion (DEI) Workplan.

RECOMMENDED ACTION: None, informational only.
FISCAL IMPACT: None.
CONTACT NAME: Christine Bouchard  PHONE/EMAIL: 5414 / cbouchard@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  □ YES  NO
ATTACHMENTS:

#### History

TimeWhoApproval4/4/2024 2:40 PMCounty CounselYes4/4/2024 10:18 AMFinanceYes4/16/2024 10:26 AMCounty Administrative OfficeYes



## COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

#### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

**BOARD OF SUPERVISORS** 

CHAIR John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District I Rhonda Duggan / District 2 Bob Gardner / District 3 COUNTY DEPARTMENTS

ASSESSOR Hon. Barry Beck

DISTRICT ATTORNEY Hon. David Anderson

SHERIFF / CORONER Hon. Ingrid Braun ANIMAL SERVICES

Chris Mokracek "Interim"
BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER
Oueenie Barnard

COUNTY COUNSEL Stacey Simon, Esq.

ECONOMIC DEVELOPMENT Jeff Simpson

EMERGENCY MEDICAL SERVICES Bryan Bullock

FINANCE Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez
PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Strategic	Plan	Focus	Area	s)	Met

May 14, 2024

**DEI Work Plan** 

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

#### **Discussion**

Date:

Re:

On January 9, 2024, the Board of Supervisors adopted Resolution R24-012, affirming Mono County's commitment to Diversity, Equity, and Inclusion. At that time, the Board instructed staff to return with an update on the proposed work plan. Staff put together the following draft plan for the Board's review:

- A description of the County's goals for diversity, equity, and inclusion, both
   within the community and within the County's operations; and
  - 1. Define Equity:
    - o Mandatory County-wide training to foster baseline understanding and universal language.
    - o Support for each department to define equity for themselves within a set deadline.
    - $\,\circ\,$  Utilize these definitions to craft a universal definition of equity overall for Mono County.
  - 2. Define Equity Goals within each department:
    - Build trust.
    - Provide support for each department for equity work.
    - o Build sustainability.
    - Set goals based on equity learning, aligning with department definition of equity, Mono County's definition of equity, and strategic goals.

#### DEI Work Team

- o At least one member of each department is represented. Similar structure to the safety committee.
  - Leadership training in diversity work focused on providing best service to all.

Plan for engagement with employees and outreach opportunities with community members to actively seek their input and insight to ensure a more inclusive work environment and equitable service delivery; and

- Provide mandatory intro training to all employees and incorporate into onboarding training requirements.
- Work with small groups to build trust and large groups to create baseline understanding and expectations.
- S Create website on equity goals, workplan, etc. to create transparency with community.
- § Provide updates in public portion of board of supervisor meetings at least twice a year.
- Seek opportunities for community learning on equity and importance in creating a vibrant community.

Identification of specific, measurable, achievable, relevant, and time-bound measures which the County can undertake to further the identified diversity, equity, and inclusion goals:

S Re-evaluate progress every 3 months.

A description of the mechanisms, staffing, timing, and other details required to carry out these measures and how adjustments will be made as needed:

S Based on results from meetings.

A proposed budget for the work:

§ Based on results from meetings.

A communication plan for employees and the community to disseminate information on the County's DEI goals and progress:

§ Based on results from meetings.

A timeline and schedule for tracking and reporting on the County's progress toward its goals and commitments:

S Based on results from meetings.



Print

**MEETING DATE** May 14, 2024

**Departments: Health and Human Services** 

TIME REQUIRED 5 minutes

**SUBJECT** Terms and Conditions of Employment

for Danyell LeBrun as Health

Services Manager

PERSONS APPEARING

BEFORE THE

**BOARD** 

Michelle Raust, Health Human Servies

Deputy Director

#### AGENDA DESCRIPTION:

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

The Health and Human Services Department has selected Danyell Lebrun, RN, as its Health Program Manager-Community Health. Ms. Lebrun currently works for the county as a nurse within the Public Health Division. This item seeks Board approval of an agreement regarding the terms and condition of employment for Ms. Lebrun in this new role.

#### **RECOMMENDED ACTION:**

Announce Fiscal Impact. Adopt resolution approving an agreement regarding the terms and conditions of employment of Danyell Lebrun as Health Program Manager-Community Health. Authorize the Board Chair to execute said agreement on behalf of the County.

#### **FISCAL IMPACT:**

This item increases spending for the remainder of this fiscal year by \$3,012, of which \$2,275 is salary and \$737 is benefits. If this item is approved, the annual cost will be \$195,751, of which \$130,138 is salary and \$65,613 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

**CONTACT NAME: Michelle Raust** 

PHONE/EMAIL: 760-924-1758 / mraust@mono.ca.gov

#### **SEND COPIES TO:**

Michelle Raust, Cathy Young, Kathy Peterson

#### MINUTE ORDER REQUESTED:

YES NO

#### ATTACHMENTS:

Click	to	download

Staff Report

Resolution

History

Time	Who	<b>A</b> pproval
5/6/2024 12:32 PM	County Counsel	Yes
5/6/2024 2:18 PM	Finance	Yes
5/6/2024 5:34 PM	County Administrative Office	Yes



\_\_\_

#### **RESOLUTION NO. R24-**

#### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF EMPLOYMENT OF DANYELL LEBRUN

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Danyell LeBrun, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Danyell LeBrun. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 14th day of May, 2024, by the following vote:

AYES:			
NOES:			
ABSTAIN	:		
ABSENT:			
ATTEST:			
	Clerk of the Board	John Peters, Chair Board of Supervisors	
APPROVE	ED AS TO FORM:		
COUNTY	COUNSEL		

## AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT OF DANYELL LEBRUN AS HEALTH PROGRAM MANAGER-COMMUNITY HEALTH FOR MONO COUNTY

This Agreement is entered into by and between Danyell LeBrun and the County of Mono (hereinafter "County").

#### I. RECITALS

Danyell LeBrun (hereinafter "Ms. LeBrun") is currently employed by County in the Health and Human Services department as its Health Program Manager – RN-ASN/PHN-BSN. The County now wishes to employ Ms. LeBrun in the at-will position of Health Program Manager-Community Health in accordance with the terms and conditions set forth in this Agreement. Ms. LeBrun wishes to accept employment with the County on said terms and conditions.

#### II. AGREEMENT

- 1. This Agreement shall commence May 14, 2024 ("Effective Date"), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
- 2. As of the Effective Date, Ms. LeBrun shall be employed by Mono County as its Health Program Manager-Community Health, serving at the will and pleasure of the Health and Human Services Director. Ms. LeBrun accepts such employment. The Health and Human Services Director shall be deemed the "appointing authority" for all purposes with respect to Ms. LeBrun's employment. The Health and Human Services Director and Ms. LeBrun will work together to establish specific, measurable, achievable and realistic performance goals for Ms. LeBrun's work. Ms. LeBrun's job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Health and Human Services Director in accordance with the "Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees" most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the "Management Compensation Policy").
- 3. Ms. LeBrun's salary shall be Range 117, Step C as set forth in the "Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads" most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the "Salary Matrix") and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
- 4. Ms. LeBrun understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County's contract with

PERS and/or County policy, and also any employee share of the "normal cost" of her retirement benefits that may be mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA).

- 5. Ms. LeBrun shall continue to earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees" updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "Management Benefits Policy") and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2024 to reflect Ms. LeBrun's May 14, 2024 start date. Ms. LeBrun understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Ms. LeBrun's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. LeBrun may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. LeBrun's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
- 6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. LeBrun's full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Health and Human Services Director.
- 7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. LeBrun shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. LeBrun's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
- 8. Ms. LeBrun understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy including but not limited to salary, insurance coverage, and paid holidays or leaves is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. LeBrun cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to

work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. LeBrun's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

- 9. Consistent with the "at will" nature of Ms. LeBrun's employment, the Health and Human Services Director may terminate Ms. LeBrun's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. LeBrun understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. LeBrun's employment.
- 10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. LeBrun's employment under this Agreement, Ms. LeBrun shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. LeBrun shall not be entitled to any severance pay in the event that the Health and Human Services Director has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. LeBrun shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
- 11. Ms. LeBrun may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. LeBrun shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
- 12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. LeBrun, and shall supersede and replace any and all prior agreements or understandings regarding Ms. LeBrun's employment.
- 13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of

the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. LeBrun's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. LeBrun's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. LeBrun shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. LeBrun is convicted of a crime involving abuse of office or position.

- 14. Ms. LeBrun acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. LeBrun further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
- 15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to Docusign or similar service, shall be deemed as valid and as enforceable as an original.

#### III. EXECUTION:

Th	is A	greement	is	executed	by	the 1	parties	this	14th	day	of	May	$\frac{1}{2024}$	ŀ.
		0											, -	

EMPLOYEE	THE COUNTY OF MONO
Danyell LeBrun	John Peters, Chair Board of Supervisors
APPROVED AS TO FORM:	
COUNTY COUNSEL	



<u></u> Print

MEETING DATE May 14, 2024

TIME REQUIRED
SUBJECT
Closed Session - Labor Negotiations
Closed Session - Labor Negotiations
PERSONS
APPEARING
BEFORE THE
BOARD

#### **AGENDA DESCRIPTION:**

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

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

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  ☐ YES  NO
ATTACHMENTS:
Click to download
No Attachments Available
ATTACHMENTS:  Click to download

#### History

Time	Who	<b>Approval</b>
4/29/2024 2:44 PM	County Counsel	Yes
5/6/2024 2:13 PM	Finance	Yes
5/6/2024 5:29 PM	County Administrative Office	Yes



■ Print

MEETING DATE	May 14, 2024
--------------	--------------

TIME REQUIRED

SUBJECT Closed Session - Exposure to

Litigation

PERSONS
APPEARING
BEFORE THE
BOARD

#### **AGENDA DESCRIPTION:**

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

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

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  YES NO
ATTACHMENTS:
Click to download
No Attachments Available

History

TimeWhoApproval4/30/2024 3:17 PMCounty CounselYes3/27/2024 9:48 AMFinanceYes5/1/2024 2:09 PMCounty Administrative OfficeYes



☐ Print

<b>MEETING DATE</b> May 14, 20	024
--------------------------------	-----

TIME REQUIRED

SUBJECT

Closed Session - Existing Litigation

PERSONS

APPEARING

BEFORE THE

BOARD

#### **AGENDA DESCRIPTION:**

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

County of Mono, et al v. Liberty Utilities, LLC, et al., Case No: 2:21-cv-00834-DAD-KJN, U.S. District Court for the Eastern District of California.

RECOMMENDED ACTION:	
FISCAL IMPACT:	
CONTACT NAME: PHONE/EMAIL: /	
SEND COPIES TO:	
MINUTE ORDER REQUESTED:  YES NO	
ATTACHMENTS:	
Click to download	
No Attachments Available	

#### History

TimeWhoApproval5/3/2024 12:31 PMCounty CounselYes5/6/2024 2:12 PMFinanceYes5/6/2024 5:29 PMCounty Administrative OfficeYes



#### REGULAR AGENDA REQUEST

Print

MEETING DATE	May 14, 2024
--------------	--------------

**SUBJECT** 

Departments: Clerk of the Board, Sponsored by Chair Peters

TIME REQUIRED 1:00 PM: 30 minutes (10 minute **PERSONS** 

presentation, 20 minute discussion)

**BEFORE THE** Update from Toiyabe Indian Health

Project on Coleville Clinic Planning

**BOARD** 

Dr. Zahid Sheikh, CEO and Earl Lent

III, Chief Operating Officer

#### **AGENDA DESCRIPTION:**

**APPEARING** 

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

In November of 2020, the Mountain View Fire destroyed thousands of acres and over 100 structures in the town of Walker. The fire also destroyed the Toiyabe Indian Health Clinic located in Coleville. The Board of Supervisors will hear an update from Toiyabe leadership, Dr. Zahid Sheikh, CEO and Earl Lent III, Chief Operating Officer, on efforts to rebuild a medical and dental clinic in Coleville.

RECOMMENDED ACTION:  None, informational only.
FISCAL IMPACT: None.
CONTACT NAME: Danielle Patrick PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  ☐ YES ☑ NO
ATTACHMENTS:
Click to download No Attachments Available

#### History

Who Time **Approval** 4/29/2024 2:41 PM County Counsel Yes 5/6/2024 2:12 PM Finance Yes



#### REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** May 14, 2024

**Departments: Community Development Department** 

TIME REQUIRED 1 hour **PERSONS** 

**SUBJECT** Water Transfer Criteria to Restore

Walker Lake

**APPEARING BEFORE THE** 

**BOARD** 

**Development Director** 

Wendy Sugimura, Community

#### **AGENDA DESCRIPTION:**

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

Presentation on draft General Plan policies on water transfer criteria for the restoration of Walker Lake in Nevada.

#### **RECOMMENDED ACTION:**

Provide feedback to finalize the draft policies for a final round of public outreach prior to consideration of adoption. Provide any desired direction to staff.

#### **FISCAL IMPACT:**

None. Staff time to work on this project is included in the Community Development budget.

**CONTACT NAME: Wendy Sugimura** 

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

#### **SEND COPIES TO:**

#### MINUTE ORDER REQUESTED:

¥ YES □ NO

#### ATTACHMENTS:

Click to download		
ם	Staff Report	
ם	1 <u>1 MOU</u>	
ם	2 Proposed Water Transfer Criteria	
ם	<u>presentation</u>	

#### History

Time Who **Approval** 5/3/2024 11:47 AM County Counsel Yes

5/6/2024 4:54 PM Finance Yes 5/6/2024 5:36 PM County Administrative Office Yes

#### Mono County Community Development Department

PO Box 347 Mammoth Lakes, CA 93546 760.924.1800, fax 924.1801 commdev@mono.ca.gov PO Box 8 Bridgeport, CA 93517 760.932.5420, fax 932.5431 www.monocounty.ca.gov

May 14, 2024

To: Mono County Board of Supervisors

From: Wendy Sugimura, Director

Re: Water Transfer Criteria to Restore Walker Lake

#### **RECOMMENDED ACTION**

Provide input on the water transfer criteria to restore Walker Lake.

#### **FISCAL IMPACT**

None at this time.

#### **BACKGROUND**

Walker Lake is an environmentally degraded terminal lake, similar to Mono Lake, in Nevada at the end of the Walker River which begins in the Sierra Nevada Mountains and runs through Antelope Valley and Bridgeport Valley (for a map, please visit <a href="https://webapps.usgs.gov/walkerbasinhydromapper/#home">https://webapps.usgs.gov/walkerbasinhydromapper/#home</a>). During the last quarter of the 19th century, farmers and ranchers established communities in the Walker Basin and natural flows from the Walker River were diverted to support hay, pasture and other irrigated crops. As a result of declining water levels, the salinity of Walker Lake has increased dramatically to the point that the general health of the ecosystem is at risk and the lake can no longer support its native fish and wildlife populations.

In 2009, the Walker Basin Restoration Program (WBRP) was established by Public Law 111-85 for the primary purpose of restoring and maintaining Walker Lake, funded by the Desert Terminal Lakes (DTL) Fund which Congress established for the benefit of at-risk natural desert terminal lakes and associated riparian and watershed resources. In 2012, the National Fish and Wildlife Foundation (NFWF) and Mono County entered into a Memorandum of Understanding (MOU) in response to concerns about the impact of potential water lease or sale programs dedicated to raising the level of Walker Lake (see Attachment 1). The MOU established that the Mono County Board of Supervisors will review, comment upon, and consider approving a proposal prior to appropriation of any funds by NFWF for the lease or purchase of land, water appurtenant to the land, or related interests for Walker Lake restoration.

In 2015, NFWF provided a grant award to Mono County to develop a water lease or transfer program proposal and conduct environmental review under CEQA. The project had various starts and stops related to grant scope changes, staffing challenges, and interruption by COVID. Ultimately, an administrative draft of the program and Environmental Impact Report were available with contract staff secured to complete the project, but the funding was no longer available through NFWF. However, the MOU provisions remain in place.

Concurrently in 2015, the Walker Basin Conservancy (WBC; <a href="https://www.walkerbasin.org/">https://www.walkerbasin.org/</a>) was established to lead the effort to restore Walker Lake. The WBC works to restore and maintain Walker Lake while protecting agricultural, environmental, and recreational interests throughout the Walker Basin, and has entered into water transfer agreements that include management of the associated resources and economic impacts.

#### **DISCUSSION**

In order to comply in good faith with the MOU and respond to requests from WBC and interested landholders for a program, water transfer criteria (Attachment 2) were developed to address community concerns and

potential environmental impacts within the limits of Mono County's authority. The intent is to adopt the water transfer criteria and associated environmental analysis into the General Plan.

Mono County does not have authority over water transfers; the State Water Resources Control Board (SWRCB) has exclusive authority to issue and administer water right permits and licenses for surface water appropriations. As lead agency, the SWRCB will have responsibility for compliance with the California Environmental Quality Act (CEQA) for any water transfer project. The intent of Mono County's proposed General Plan policies and environmental analysis is to provide a framework and analysis with which water transfer projects may adhere in order to largely address environmental concerns. Should a project not be consistent with this framework, additional environmental analysis may be necessary to ensure potentially significant project impacts are mitigated prior to SWRCB approval. In other words, compliance with the proposed General Plan policies would be expected to avoid or mitigate environmental effects of a water transaction program in Mono County and may avoid the need for further environmental review under CEQA.

The environmental analysis conducted by Mono County for this project is posted at <a href="https://www.monocounty.ca.gov/planning/page/walker-basin-water-transfer-program">https://www.monocounty.ca.gov/planning/page/walker-basin-water-transfer-program</a>. The criteria in Attachment 2 includes preliminary input from the Walker Basin Conservancy, Antelope Valley Regional Planning Advisory Committee (RPAC), and Bridgeport Valley RPAC.

Staff will review the environmental issues of concern and the proposed transfer criteria in detail during the Planning Commission meeting.

#### ATTACHMENTS:

- 1. Memorandum of Understanding between NFWF and Mono County
- 2. Proposed Water Transfer Criteria

### BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CA 93517 (760) 932-5534/5538 Fax (760) 932-5531

Lynda Roberts Clerk of the Board

MEETING of MARCH 13, 2012 Linda Romero Assistant Clerk of the Board

MINUTE ORDER M12-59 Agenda Item: 12a

TO:

**County Counsel** 

SUBJECT:

Memorandum of Understanding with National Fish and Wildlife

**Foundation** 

Approve County entry into proposed Memorandum of Understanding (MOU) and authorize Chair to execute said MOU on behalf of the County.

Hansen moved; Hunt seconded

Vote: 5 yes; 0 no

Copies sent to: CAO County Counsel Other:

# MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL FISH AND WILDLIFE FOUNDATION AND THE COUNTY OF MONO

# REGARDING THE IMPLEMENTATION OF A WATER LEASING PROGRAM AND/OR WATER PURCHASE PROGRAM WITHIN THE CALIFORNIA PORTIONS OF THE WALKER RIVER BASIN INCLUDING CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE

WHEREAS, Section 2507 of the Farm Security and Rural Investment Act of 2002 (P.L. 107-171) appropriated \$200 million to the U.S. Bureau of Reclamation for the purpose of providing water to atrisk natural desert terminal lakes, including Walker Lake in Nevada, and Section 2807 of the Food, Conservation, and Energy Act of 2008 (P.L. 110-246) appropriated an additional \$175 million for that same purpose (the "Desert Terminal Lakes Fund" or "DTL Fund"); and

WHEREAS, Congress allocated \$70 million of the Desert Terminal Lakes Fund to the University of Nevada to (among other things) acquire, from willing sellers, land, water appurtenant to the land, and related interests in the Walker River Basin, Nevada (the "Water Acquisition Program")(P.L. 109-103); and

WHEREAS, in 2009, Congress substituted the National Fish and Wildlife Foundation (NFWF) for the University of Nevada as the entity authorized to carry out the Water Acquisition Program and, separately, established the Walker Basin Restoration Program (P.L. 111-85) for the primary purpose of restoring and maintaining Walker Lake, and together with the U.S. Bureau of Reclamation has allocated additional funds from the Desert Terminal Lakes Fund for that purpose; and

WHEREAS, as part of the Walker Basin Restoration Program, Congress allocated \$25 million from the DTL Fund to the Walker River Irrigation District (District), to administer and manage a 3-year water leasing demonstration program in the Walker River Basin, to be carried out by the District in accordance with an agreement between it and NFWF (the "Water Leasing Demonstration Program"), which may include the participation of willing lessors in Mono County, whose lands lie outside the jurisdiction of the District; and

WHEREAS, the Consolidated Appropriations Act for 2012 (P.L. 112-74, Division B, Section 208) amended prior DTL authorities to make clear that funds derived from the Desert Terminal Lakes Fund may be used to lease or purchase water from willing sellers "for the benefit at-risk natural desert terminal lakes and associated riparian and watershed resources" throughout the affected geography, and thus potentially allows NFWF to use Water Acquisition Program funds to purchase and/or lease water from willing sellers in the California portions of the Walker River Basin. (The Water Leasing Demonstration Program and the Water Acquisition Program, as applicable to the lease or purchase of land, water appurtenant to the land, or related interests within the California portions of the Walker River Basin, are collectively referred to in this agreement as the "California Programs."); and

**WHEREAS**, the Mono County Resource Conservation District (RCD) is interested in facilitating the development of environmental and/or other information related to the California Programs for the purposes of aiding in their design and implementation, contributing to informed decision making, and furthering compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, NFWF believes that local input into the development of the California Programs and, ultimately, review and approval of those Programs by a locally-elected decision making body such as the Mono County Board of Supervisors prior to their implementation will increase the likelihood that the California Programs are appropriately and beneficially carried out and, as a result, ultimately successful in achieving the goals of the Water Leasing Demonstration Program and/or the Water Acquisition Program. Accordingly, NFWF desires to provide for such input and approval in accordance with the terms and conditions set forth in this MOU; and

WHEREAS, the Mono County Board of Supervisors desires and is willing to review (including environmental review as required by the California Environmental Quality Act), comment upon, and consider for approval proposal(s) for implementation of a short-term water leasing demonstration program, or such other proposals for implementation of the California Programs as may be presented to it by the District, the RCD or other parties working in conjunction with the District and/or NFWF in order to fulfill the purposes and objectives of the Walker Basin Restoration Program as they may pertain to willing participants in California, in accordance with the terms and conditions set forth in this MOU;

### NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, NFWF AND THE COUNTY OF MONO DO HEREBY AGREE AS FOLLOWS:

- 1. NFWF will work with the RCD or other parties to develop one or more grant agreements to support development of the California Programs and will not expend, nor authorize the expenditure of, funds appropriated to the Desert Terminal Lakes Fund for the lease or purchase of land, water appurtenant to the land, or related interests within Mono County unless and until the Mono County Board of Supervisors has reviewed, commented upon, and concurred with the scope and nature of the California Programs and complied with its obligations under CEQA.
- 2. The Mono County Board of Supervisors will review, comment upon, and consider approving a proposal presented to it by the RCD (or other parties working in conjunction with NFWF) for implementation of a short-term Water Leasing Demonstration Program within Mono County, as well as such other proposal(s) for implementation of the California Programs which may be presented to it, subject to the conditions stated in paragraphs 3 and 4 below, and will work in good faith to support their timely consideration. The Board's approval shall not be unreasonably withheld.
- 3. The costs of processing, environmental review, and related expenses associated with consideration of the proposal(s) by the Board of Supervisors shall be paid by the

applicant/proponent in accordance with the County's standard environmental processing procedures, unless otherwise agreed to in writing by the County.

- 4. As required by CEQA, the Board of Supervisors shall retain discretion to conditionally approve, approve, disapprove, or modify any proposal presented to it pursuant to this agreement for implementation of the California Programs.
- 5. This MOU shall remain in effect for the duration of NFWF's Program grant agreement with the Bureau of Reclamation, including any renewal thereof or subsequent grant agreement involving substantially the same programs or activities, unless it is terminated sooner by the mutual written consent of the parties; may be amended from time to time by the mutual written consent of the parties; and shall be enforced only by action seeking specific performance and/or injunctive relief.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE S	SET THEIR HANDS AND SEALS THIS 13th DAY OF
NATIONAL FISH AND WILDLIFE FOUNDATION	COUNTY OF MONO
Jeff Trandahl, Executive Director	Chair, Board of Supervisors
2/28/2012	3-13-12

Date

Date

## Mono County Water Transfer Criteria for the Restoration of Walker Lake

#### **Background**

Walker Lake is an environmentally degraded terminal lake in Mineral County, Nevada, spanning 50 square miles at the terminus of the Walker River which begins in the Sierra Nevada Mountains and runs through Antelope Valley and Bridgeport Valley (for a map, see

https://webapps.usgs.gov/walkerbasinhydromapper/#home). During the last half of the 19th century, farmers and ranchers established communities in the Walker Basin and natural flows from the Walker River were diverted to support hay, pasture and other irrigated crops. In addition, the river and lake are sacred to the Walker River Paiute Tribe, and the Tribe has used river water for agriculture and other purposes. As a result of declining water levels, the salinity of Walker Lake increased dramatically to the point that the general health of the ecosystem is at risk and the lake can no longer support native fish and wildlife populations.

In 2009, the Walker Basin Restoration Program (WBRP) was established by Public Law 111-85 for the primary purpose of restoring and maintaining Walker Lake. The program is funded by the Desert Terminal Lakes (DTL) Fund which Congress established for the benefit of at-risk natural desert terminal lakes and associated riparian and watershed resources. The program authorizes the purchase of water rights to maintain in-stream flows that would increase water levels in Walker Lake.

In 2012, the National Fish and Wildlife Foundation (NFWF), which was initially charged with managing the program and DTL Fund, and Mono County entered a Memorandum of Understanding (MOU) in response to concerns about the impacts in Mono County of potential water lease or sale programs dedicated to raising the level of Walker Lake (see Appendix 1). The MOU established that the Mono County Board of Supervisors would review, comment upon, and consider approving a proposal for water transactions prior to NFWF's appropriation of any funds for the lease or purchase of land, water appurtenant to the land, or related interests for Walker Lake restoration.

In 2014, a feasibility study was conducted by the Resource Conservation District of Mono County (RCD) that sought to assess the impacts of potential water transactions under the WBRP and to answer a series of hydrologic, ecologic, and economic questions that would provide a framework for future County water transfer policies and inform more detailed study.

In 2015, NFWF awarded a grant to Mono County to develop a water lease or transfer program proposal and conduct environmental review under CEQA. The project had various starts and stops related to grant scope changes, staffing challenges, and interruption by COVID, but ultimately an administrative draft of the program and Environmental Impact Report (EIR) was available with contract staff secured to complete the project. Unfortunately, the funding was no longer available through NFWF and therefore that version of the project was not completed. However, the MOU provisions remain in place.

Concurrently in 2014/2015, the Walker Basin Conservancy (WBC; <a href="https://www.walkerbasin.org/">https://www.walkerbasin.org/</a>) was established to lead the effort to restore Walker Lake. The WBC works to restore and maintain Walker Lake while protecting agricultural, environmental, and recreational interests throughout the Walker Basin, and has entered into water transfer agreements involving water rights outside of Mono County that include management of the associated resources and economic impacts. Since assuming full responsibility for implementing the WBRP, WBC has worked with more than 155 ranchers and farmers in Nevada to increase

streamflow in the Walker River while protecting agriculture, opened more than 29 miles of the Walker River to public access, and acquired more than 26,000 acre-fee of water for environmental benefit.

Over the past decade, the Conservancy has developed guiding principles for long-term water transfers, including:

- a. Develop long-term land use plans.
- b. Sustain the local agricultural economy.
- c. Protect groundwater by i) reducing groundwater withdrawals when possible, and ii) protecting groundwater recharge.
- d. Prioritize acquiring land with significant conservation value.
- e. Prioritize acquiring land with recreation opportunities.
- f. Work with willing sellers at market value.
- g. Prevent potential conflicts with other surface water users.
- h. Support tribal priorities.
- i. Support local objectives with land acquisition.
- j. Protect wildlife and plants.
- k. Address risk of subdivision.
- l. Continue to pay water assessments and fees in perpetuity.

The WBC now wishes to engage in the same or similar types of water transactions within Mono County.

#### **Objectives**

The objectives of the Mono County Water Transaction Criteria are as follows:

- 1. To inform the State Water Resources Control Board's (SWRCB's) consideration of environmental impacts under the California Environmental Quality Act (CEQA) that may result from water transactions in Mono County<sup>1</sup> and prevent any such impacts.
- 2. To support the voluntary participation of Mono County private property owners and water rights holders in a water transaction program consistent with the purposes and objectives of the WBRP.
- 3. To ensure water transactions under WBRP in Mono County are consistent with Mono County General Plan Conservation and Open Space Element Objectives.
- 4. To satisfy the requirement of the 2012 MOU between NFWF and Mono County that Mono County provide input into and concur with the scope and nature of water transactions in California, including CEQA compliance.
- 5. To recognize the potential benefits of water transfers to restore Walker Lake, such as protecting the lake environment, preserving a historical way of life and traditional fisheries, supporting

<sup>&</sup>lt;sup>1</sup> CEQA Guidelines provide that a lead agency conducting environmental review of a project must consider whether the project would "conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over a project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect." California Code of Regulation, Title 14, Chapter 3, Appendix G, §X, Land Use and Planning. See <a href="https://casetext.com/regulation/california-code-of-regulations/title-14-natural-resources/division-6-resources-agency/chapter-3-guidelines-for-implementation-of-the-california-environmental-quality-act/appendix-g.">https://casetext.com/regulation/california-code-of-regulations/title-14-natural-resources/division-6-resources-agency/chapter-3-guidelines-for-implementation-of-the-california-environmental-quality-act/appendix-g.</a>

tribes and preserving tribal cultural resources, providing enhanced recreation opportunities, and supporting continued agricultural operations and/or open space.

#### **Antelope Valley**

Antelope Valley encompasses 31,925 acres at the northern end of the County and includes the communities of Walker, Coleville, and Topaz, the Marine housing complex at Coleville, and Camp Antelope at Walker (see Figure 1). The West Walker River flows through Antelope Valley to Topaz Lake Reservoir, a manmade reservoir straddling the California–Nevada state line. The river is diverted for irrigation of agricultural land throughout the valley. Grazing is the primary agricultural use in the valley followed by alfalfa production.

The topography of Antelope Valley is characterized by the relatively flat valley floor, gently sloping alluvial fans along the valley margin, and steep slopes above the alluvial fans. The elevation of Antelope Valley ranges from approximately 5,400 feet above mean sea level (amsl) in the Town of Walker to 5,000 feet amsl at Topaz Lake. Vegetation in the area is primarily irrigated agricultural land on the valley floor, riparian scrub along the West Walker River, and sagebrush scrub in unirrigated areas and on the slopes surrounding the valley floor. Waterbodies in the project area include Topaz Lake Reservoir, West Walker River, Nevada Creek, California Creek, Slinkard Creek, and Mill Creek (Mono County, 2008).

The Antelope Valley is located within the West Walker River watershed. The West Walker River and its main tributaries (Little West Walker, West Fork, West Walker River, and Leavitt Creek) flow freely from the crest of the Sierra Nevada Mountains to the town of Walker, at the northeastern head of Antelope Valley. Near the town of Walker, much of the Walker River is diverted into ditches to provide irrigation water for pastureland and alfalfa production in Antelope Valley. Eleven miles of the West Walker River are affected by these diversions, which greatly slows the flow of the river during irrigation season. The West Walker River provides more than 60 percent of the available water in the entire Walker River system.

#### **Bridgeport Valley**

Bridgeport Valley is located at the eastern base of the Sierra Nevada Mountains south of the California–Nevada state line and north of Mono Lake in northern Mono County (see Figure 1). Elevations within Bridgeport Valley range from approximately 7,100 feet amsl at the southern edge of the valley to 6,460 feet amsl at Bridgeport Reservoir. Water drains in a northerly direction through the valley toward Bridgeport Reservoir. The East Walker River flows along the western side of Bridgeport Valley and is the confluence of many streams draining the eastern slopes of the Sierra Nevada Mountains. The East Walker River is the only stream exiting the valley and eventually joins the West Walker River near the town of Yerington, Nevada before draining into Walker Lake (SWRCB, 2004). Bridgeport Valley and surrounding meadows are exclusively used as grazing pasture. Anecdotal reports indicate a high percentage of the Valley is under conservation easements, which may prevent water transfers, and the consumptive water use is relatively low.

#### **Project Area**

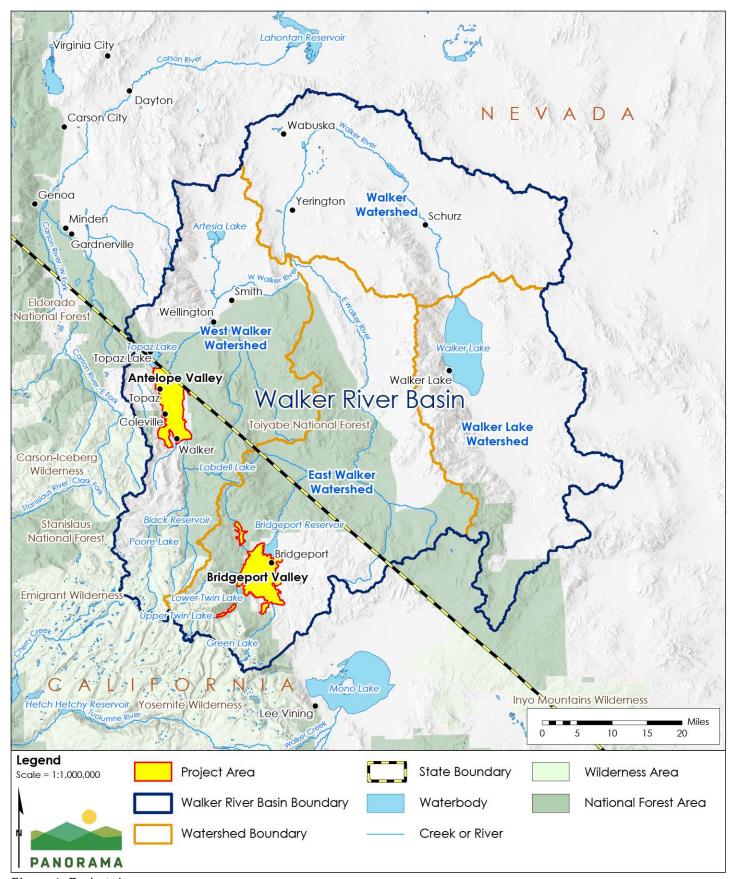


Figure 1. Project Area.

#### **Mono County Authority**

The State Water Resources Control Board (SWRCB) has exclusive authority to issue and administer water right permits and licenses for surface water appropriations. The guidelines and any analysis set forth herein are provided for informational purposes only and intended for consideration by the SWRCB when conducting environmental review on any subsequent WBRP water transfers in the County. The proposed guidelines would neither permit nor prohibit any future water right transaction and do not conflict with SWRCB's authority. Rather, the guidelines have been designed to avoid or mitigate potentially significant impacts of subsequent WBRP water transactions in the County as described in environmental analyses (see appendices) based on existing data.

The County intends to adopt the Guidelines into the Mono County General Plan. Prior to approving or denying any permit for water rights under the WBRP within the County, the SWRCB would need to analyze the environmental effects of each water transfer in compliance with CEQA and evaluate potential conflicts with the County's General Plan policies, which are intended to mitigate environmental effects, unless the project were exempt from CEQA (including a water transfer of 1 year or less). Once the proposed policies are adopted by the County, the SWRCB would need to consider whether a proposed project is consistent with the policies.

#### California Environmental Quality Act (CEQA) Compliance

As lead agency, the SWRCB will have responsibility for compliance with CEQA for any water transfer project. Mono County and concerned citizens will review, comment on, and potentially protest or take other action with respect to water transactions proposed for approval by the SWRCB to ensure potential negative environmental impacts have been addressed. The intent of Mono County's proposed General Plan policies and environmental analysis (Appendix 2 and 3) is to provide a framework and analysis with which water transfer projects may adhere in order to largely address environmental concerns. Should a project not be consistent with this framework, additional environmental analysis may be necessary to ensure potentially significant impacts are mitigated prior to SWRCB approval. In other words, compliance with the proposed General Plan policies would be expected to avoid or mitigate environmental effects of a water transaction program in Mono County and may avoid the need for further environmental review under CEQA.

#### **Types of Water Transfers & Impacts of Concern**

The County recognizes a variety of water transfer transactions by WBC as part of the WBRP are possible, including the following:

- Long-term leasing (two or more years) and/or permanent transfer or in-stream dedication of decreed or storage rights,
- Temporary lease of decreed flow rights and storage rights (less than two years at a time),
- Land may or may not be transferred with the water transfer scenario.

The County's criteria does not define or limit the types of permissible water transactions. However, if the project is not consistent with County criteria, potentially significant and unavoidable environmental impacts may occur and the County may therefore oppose or challenge the proposed water transfer within the limits of its authority.

Based on the review of baseline information, agency and community outreach, and additional research and analysis, the following listed resources and topics are not likely to be impacted or will have a less than significant impact based on assumed project parameters. See Appendix 2 for a discussion of the outreach and the following environmental topics:

- Aesthetics
- Air Quality
- Cultural Resources
- Energy
- Forestry Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Land Use and Planning
- Hazards and Hazardous Materials

- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Although less than significant impacts were ultimately identified for the above topics, the initial study (Appendix 4) did indicate the potential for significant impacts in the following areas, but ultimately found them to be less than significant based on the following assumptions:

- Aesthetics: The determination is based on the assumption that the water transfer would not include new structures or features being introduced, and fallowed agricultural lands transitioning to drier vegetation types but not being denuded. The drier vegetation types are assumed not to exceed 3,290 acres (8%) of current agricultural lands.
- **Air Quality:** The determination is based on the assumption that the water transfer would not use of equipment that would generate air emissions, and that the project includes native revegetation with active restoration for a period of at least two years, which would retain vegetation cover and prevent potential fugitive dust.
- Land Use and Planning: Consistency with the County's General Plan policies and the associated environmental analysis, including any proposed project policies and amendments adopted by the County, avoids conflicts with the County land use plan and results in a less than significant impact.
- **Public Services:** Further analysis indicated impacts would be less than significant as no new services would be required, and no need to relocate or construct any facilities.
- Tribal Cultural Resources: Invitations for tribal consultation were sent pursuant to AB 52, and the
  Washoe Tribe of Nevada and California, and the Mono Lake Kutzadika Tribe requested consultation.
  No potential impacts to tribal cultural resources were discovered through the AB 52 consultation
  process.
- Mandatory Findings of Significance: Impacts to plant and animal populations are evaluated under Biological Resources. The cumulative impacts analysis will depend upon reasonably foreseeable projects at the time a water transfer is proposed, and will therefore need to be considered by the SWRCB at that time. No substantial adverse affects on human beings were identified.

In addition, the following information should be noted:

- Greenhouse Gas Emissions: The analysis assumes an initial, one-time loss of sequestered carbon due
  to the drying of irrigation-induced and/or natural wetlands, but finds the impact to be less than
  significant because the site would then continue to maintain vegetation and not release further
  greenhouse gas emissions.
- **Wildfire:** The determination is based on the assumption that the transition to drier vegetation types would be limited to 3,290 acres (8%) of scattered agricultural lands, which is a marginal increase and not expected to increase the number and severity of wildland fires.

The topics that ultimately warranted a complete environmental analysis due to the potential for significant impacts include water resources, biological resources, agriculture, and recreation. Appendix 3 contains the County's analysis of these topics, originally conducted as an environmental analysis under CEQA, which resulted in the criteria below. Therefore, compliance with the criteria below substantially addresses the environmental concerns identified in this analysis.

#### **Water Transaction Criteria**

Goal 1. Develop long-term land use plans: For each water transfer funded by the Desert Terminal Lakes Fund, or similar/equivalent funding, for the restoration of Walker Lake, the proponent(s) shall develop an adaptive management plan that sets forth conservation criteria and mitigation measures to reduce impacts, which run with the land and will be in force and effect as long as the transfer exists. Where land is not part of the transaction, the property owner of the land, or another party with applicable authority, is responsible for an adaptive management plan covering the applicable policies.

Policy 1.1. The plan shall be consistent with General Plan goals and objectives, and shall include the following:

- a. Baseline assessment of resources,
- b. Measures to avoid or mitigate significant environmental or economic impacts, if applicable,
- c. Monitoring criteria, and
- d. Adaptive management measures to address negative impacts and ensure compliance with the listed policies and the Mono County General Plan.
- e. Where the land is not part of the transaction and the property owner or a third party is responsible for compliance with the applicable General Plan policies, the Walker Basin Conservancy (or entity receiving the water transfer) is responsible for monitoring implementation and reporting conditions on an annual basis to the Mono County Community Development Department. Monitoring may be completed by a qualified third party or contractor.

Policy 1.2. Protect water resources and mitigate impacts to a less than significant level by ensuring that:

- a. No water transfer project, as approved, will permit groundwater substitution to replace transferred surface water uses, including for the maintenance of baseline conditions.
- b. Prevent harm to and conflict between other surface water users.
- c. The water transfer project will prevent water quality impacts such as siltation and erosion on properties acquired through the program by managing vegetation cover and other sources of non-point source pollution. In cases where an agricultural crop is removed, measures such as wattles, settling ponds, etc., to prevent siltation and erosion into waterways shall be implemented until the vegetation cover is restored.

Policy 1.3. Protect biological resources and mitigate impacts to a less than significant level by incorporating the following into any water transfer project:

- a. Does not permit a net loss of wetlands.
- b. Does not permit significant loss of habitat for sensitive species.
- c. Does not permit the loss of more than 20% of existing native vegetation cover.
- d. Long-term management/removal of invasive weeds to prevent exceedance of baseline.
- e. Conduct comprehensive floristic surveys for special-status and sensitive plants and sensitive vegetation communities within the subject land.

- A monitoring and management plan would be implemented and CDFW would be consulted for any special-status plant species or sensitive communities that may be adversely impacted by the proposed project with a minimum 1:1 mitigation ratio for plant species. The plan would minimize the loss of species/communities and, where necessary, restore or replace species/communities with a site of equivalent value. The Plan would include maps; a schedule and protocols for monitoring the special-status plant species/sensitive community; and mitigation options including but not limited to, restoration of adjacent areas where the species/community is present and/or establishment of the species/community in a new area, retaining irrigation to the sensitive communities, weed abatement, paying the cost for acquisition and long-term management and protection through a conservation easement, or other means as appropriate
- f. During the mountain whitefish breeding season, releases of water from controlled reservoirs under the Walker Basin Water Transaction Program, including release of storage rights from Topaz Reservoir, Twin Lakes, and/or Bridgeport Reservoir, should be gradually ramped up to a level where the West and/or East forks of the Walker River experience increased flow levels for at least two weeks to prevent impacts to mountain whitefish.
- g. Storage release flows in the West and East forks of the Walker River should not increase above the mean monthly flow for wet years during the mountain whitefish breeding season to avoid significant impacts.

Policy 1.4. Protect recreation resources and mitigate impacts to a less than significant level by incorporating the following into any applicable water transfer project:

a. Develop baseline data on river and reservoir water level below which 1) recreation facilities such as a boat launch were not available, and 2) fish health and survival were affected to due to impacts to water temperature and dissolved oxygen levels. Incorporate monitoring protocols to ensure the sale of storage water rights maintains water levels above these thresholds.

Policy 1.5. Protect agricultural resources and mitigate impacts to a less than significant level by incorporating the following into any water transfer project:

- a. No transfer of water from lands bound by a Williamson Act contract if the transfer would result in a material breach of the contract, unless the contract is cancelled by the Mono County Board of Supervisors, which is subject to state law (Government Code Section 51282).
- b. An agricultural or open space conservation easement or similar deed restrictions over properties subject to water transfer should be recorded. In the absence of a recorded easement, the project must sustain, or at a minimum not be detrimental to, the local agricultural character of the region, which must be evaluated prior to the acquisition.

Policy 1.6. Protect tribal cultural resources and mitigate impacts to a less than significant level by incorporating the following into any water transfer project:

- a. The project supports, or at least is not detrimental to, applicable Tribal priorities.
- b. In addition to following State law requirements for tribal consultation, invite tribes to participate in meaningful discussions and work to resolve issues and honor tribal requests in good faith.

Policy 1.7. Prevent cumulative impacts and impacts to multiple resources by addressing the risk of subdivision, potentially through the recording of deed restrictions preventing subdivision and/or

requiring long-term maintenance of the real estate for the purposes of the program (agriculture, environmental conservation, recreation).

- a. Residential subdivision may be appropriate if the parcel meets the following criteria consistent with the Mono County General Plan Land Use Element (see Objective 1.A. policies 1.A.1 and 1.A.2.):
  - Encourage infill development in existing communities and subdivisions. New residential subdivision should occur within or immediately adjacent to existing community areas. The policies regarding new residential development outside existing community areas do not apply to water transfer situations.
  - New residential development for permanent year-round residents should be concentrated in existing community areas.
  - Require that necessary services and facilities, including utility lines, are available or will be provided as a condition of approval for proposed projects.
  - Require that new development projects adjacent to existing communities be annexed into existing service districts, where feasible.
- b. CEQA analysis for subdivisions resulting from water transfers has not been evaluated by the County and would be subject to additional CEQA review.

Policy 1.8. Adhere, at a minimum, to the "Walker Basin Conservancy Guiding Principles for Transactions," dated August 22, 2023 (see Appendix 5), as may be updated from time to time.

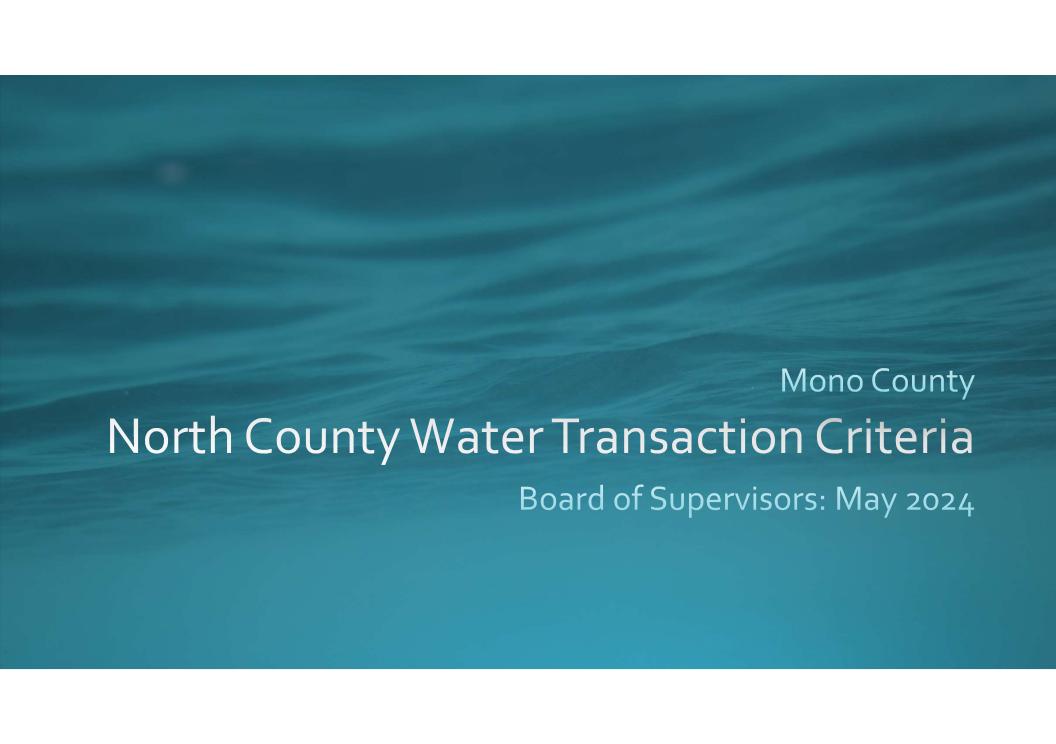
Goal 2. Collaborate with the Walker Basin Conservancy, or equivalent organization receiving water rights to restore Walker Lake, on the WBRP and management of water transferimpacts in Mono County.

Policy 2.1. In the spirit of Policy 1.8.i., the Walker Basin Conservancy (or equivalent) should take into consideration local input, concerns, conflict, controversy, support, and other relevant matters when developing, pursuing, and implementing water transaction projects.

Policy 2.2. The WBC (or equivalent) should annually report to the Mono County Board of Supervisors, Antelope Valley Regional Planning Advisory Committee (RPAC), and Bridgeport Valley RPAC on water transactions including, but not limited to, the following:

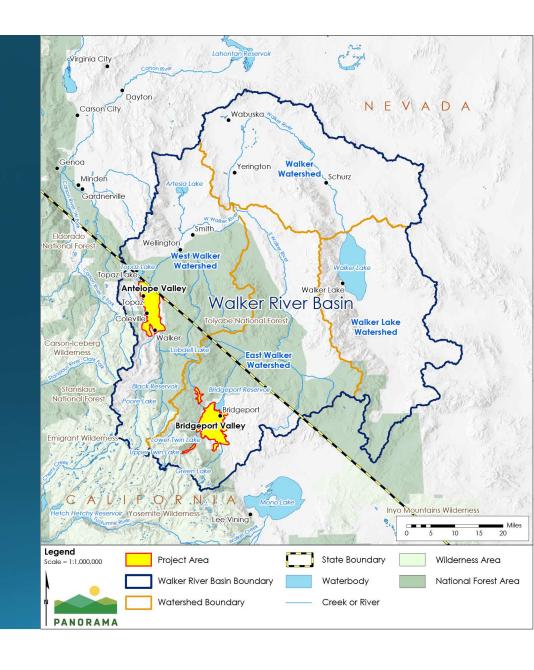
- The amount and type of water transactions, management of the agricultural and environmental resources associated with water transactions, the status of Walker Lake, and other relevant information.
- Receive input, concerns, and issues from local communities and the Board, and commit to steps to addressing valid information raised.

Policy 2.3. The WBC (or equivalent) will provide to the Mono County Community Development Department an annual monitoring report on implementation of adaptive management plans where the land was not transferred with the water as required by Policy 1.1.e.



# Background

- Terminal Lake at end of Walker River in Nevada
- Due to water diversions, water levels dropped and salinity increased, threatening ecosystem collapse.
- Study Area: private lands in the Antelope and Bridgeport valleys



2009: Walker Basin Restoration Program (WBRP) established and funded by congressional Desert Terminal Lakes fund.

2012: National Fish and Wildlife Foundation (NFWF) charged with program.

2012: NFWF entered into Memorandum of Understanding (MOU) with Mono County not to appropriate funds until the County has considered a water transfer program.

# History

# Mono County Authority

- The State Water Resources Control Board (SWRCB) has exclusive authority to issue and administer water right permits and licenses for surface water appropriations.
- Mono County's criteria neither permit nor prohibit any future water right transactions.
- 2012 MOU grants the County the authority to consider a program for water transactions.
- This work analyzes potentially significant environmental impacts under CEQA.

# What Does That Mean?

• For all transactions, the SWRCB must conduct an environmental analysis.

#### With a Program:

- The SWRCB must evaluate potential conflicts with the County's General Plan.
- The SWRCB must consider the County's environmental impact information.
- The County may comment on water transaction petitions.
- The County may challenge inconsistent projects due to potentially significant impacts.

#### Without a Program

- The County may comment on water transaction petitions.
- The County may raise environmental impact concerns and provide evidence on a project-by-project basis.
- The County may challenge a project based on the record.



# History

- 2014: The Resource Conservation District of Mono County released an assessment of potential water transaction impacts.
- 2014/2015: Walker Basin Conservancy established to lead Walker Lake restoration effort.
- 2015: Mono County received NFWF grant to develop a water lease or transfer program and conduct environmental review.
  - Project had starts and stops for various reasons.
  - Draft Administrative Environmental Impact Report (EIR) was prepared but never released for public comment.
  - NFWF funding no longer available project stalled.

Photo credit: By Raquel Baranow - Own work, CC BY-SA 3.0, https://commons.wikimedia.org/w/index.php?curid=28993516

# Walker Basin Conservancy

- Protect the watershed of the Walker River Basin and restore Walker Lake
- Protect water rights for environmental benefit
- Improve habitat on former monoculture
- 155 ranchers have participated
- 22 permanent water rights transactions
- 4th year of storage leasing program
- All water tracked transparently online
- Created public access to 29 miles of the Walker River
- Established a new Nevada state park
- Expanded Mason Valley Wildlife Management Area

# Water Transaction Criteria Objectives

- 1. To inform the State Water Resources Control Board's (SWRCB's) consideration of environmental impacts under the California Environmental Quality Act (CEQA) that may result from water transactions in Mono County.
- 2. To support the voluntary participation of Mono County private property owners and water rights holders in a water transaction program consistent with the purposes and objectives of the WBRP.
- To ensure water transactions under WBRP in Mono County are consistent with Mono County General Plan Conservation and Open Space Element Objectives.
- 4. To satisfy the requirement of the 2012 MOU between NFWF and Mono County that Mono County input into any Mono County water transaction program utilizing DTL funds.

# Criteria & Transactions

- The criteria do not define or limit the types of water transactions.
- Criteria identify potentially significant environmental impacts for which the County may oppose or challenge the proposed water transaction.



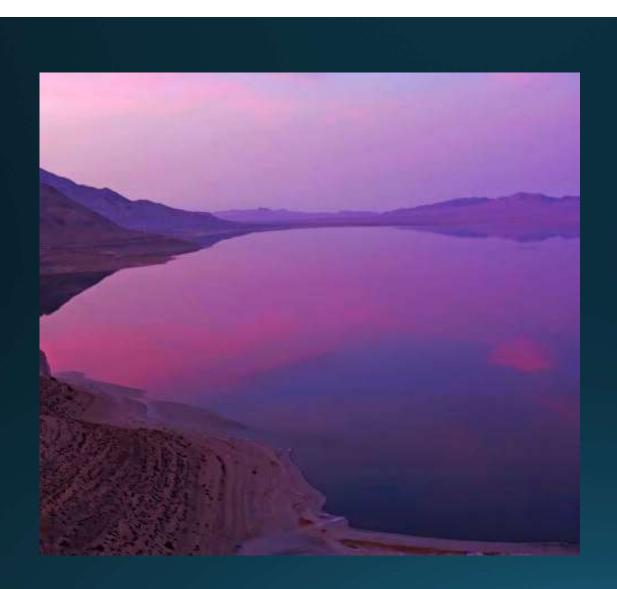
# **Environmental Topics**

#### Likely No Impact

- Cultural resources
- Energy
- Forestry Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Transportation
- Utilities and Service Systems

#### **Less Than Significant**

- Aesthetics
- Air Quality
- Land Use and Planning
- Public Services
- Tribal Cultural Resources
- Greenhouse Gas Emissions
- Wildfire
- Mandatory Findings of Significance



# Environmental Topics of Concern

- Water Resources
- Biological Resources
- Agriculture
- Recreation

Complete
environmental analysis
conducted and
mitigation measures
developed.

Photo Credit: https://travelnevada.com/outdoor-recreation/walker-lake/

# WBC Transaction Principles

- Develop long-term land use plans.
- 2. Sustain the local agricultural economy.
- 3. Protect groundwater.
- 4. Prioritize acquiring land with significant conservation value.
- 5. Prioritize acquiring land with recreation opportunities.
- 6. Work with willing sellers at market value.

- 7. Prevent potential conflicts with other surface water users.
- 8. Support Tribal priorities.
- 9. Support local objectives with land acquisition.
- 10. Protect wildlife and plants.
- 11. Address risk of subdivision.
- 12. Continue to pay water assessments and fees.

# Outreach

- March 2024: Antelope Valley and Bridgeport Valley RPACs, Planning Commission
- April 2024: Collaborative Planning Team (CPT), mailer to agricultural operators in North County
- Staff will accommodate requests by individuals or groups to meet.



# Next Steps

- June 6, 6:00 p.m. Antelope Valley RPAC workshop
- June 13, 5:00 p.m. Bridgeport Valley RPAC workshop
- June 20, 9:00 a.m. Planning Commission public hearing to consider a recommendation to the Board
- July 9, 9:00 a.m. Board of Supervisors public hearing to consider adoption
- Throughout the meetings, public comment will continue to be considered and incorporated.