

# **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 October 1, 2024

#### TRIBAL LAND ACKNOWLEDGMENT

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

#### TELECONFERENCE INFORMATION

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

- 1. Mammoth Teleconference Location for meetings held on the first and second Tuesday of each month 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. Absent participation by a member of the Board under AB 2449, the Zoom Webinar is provided as a courtesy participation method but is not guaranteed.

Members of the public may participate in person at the above listed locations, or, if available, via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

#### To join the meeting by computer:

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

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

#### To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar 861 8462 2677 To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

Additionally, if available, you may view the live stream of the meeting by visiting: https://monocounty.granicus.com/MediaPlayer.php?publish\_id=714fe04d-98f2-4e11-b476-233e3caea796

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

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online 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 - NONE

#### 3. COUNTY ADMINISTRATIVE OFFICER

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

#### 4. DEPARTMENT/COMMISSION REPORTS

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

#### 5. CONSENT AGENDA

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

#### A. Board Minutes

Departments: Clerk of the Board

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

**Recommended Action:** Approve the Board minutes from the August 8, 2024,

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

Fiscal Impact: None.

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

Departments: Public Works

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

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

Fiscal Impact: None.

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

Departments: Health and Human Services

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

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

Fiscal Impact: None.

## D. Grant Funding for Water Refilling Stations

Departments: Public Works Facilities Division

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

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

**Fiscal Impact:** There are no fiscal impacts at this time. If grant agreements are issued Public Works will return to the Board to request that the Public Works Director be authorized to execute the agreements, accept funds, and administer the grants (in consultation with County Counsel). At that time, we will identify fiscal impacts for reimbursement.

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

Departments: Public Works Fleet

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

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

**Fiscal Impact:** Not to exceed \$220,000 out of the Motor Pool Fund. Motor Pool has sufficient funds available to cover the purchase.

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

**Departments: Probation** 

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

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

**Fiscal Impact:** The agreement states that total payments to the contractor by the County will not exceed \$125,000 in any 12-month period. This contract will be paid through the Community Corrections Partnership Fund and was recommended by the CCP Executive Committee. This amount is included in the FY 2024-25 budget.

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

Departments: Sheriff

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

**Recommended Action:** Approve budget adjustment for FY 2025-25 as requested or amended. (4/5 vote required)

**Fiscal Impact**: Increase revenues and appropriations by \$33,603 for alcoholic beverage control. There is no match required for the grant.

# H. Amended Madera County Sheriff - Coroner - Autopsy Services

Departments: Sheriff

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

**Recommended Action:** Approve and authorize the Chair of the Board of Supervisors to sign the amended contract with Madera County Sheriff-Coroner.

Fiscal Impact: There is no additional fiscal impact to the Sheriff's budget.

# I. Authorization for Purchase of Road Division 10-Wheeler

Departments: Public Works Road

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

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

**Fiscal Impact:** This purchase will be covered by insurance for the replacement for the 10-wheeler that was totaled on November 1, 2023. Public Works Fleet will provide the upfront payment which will then be reimbursed.

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

Departments: Health and Human Services

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

**Recommended Action:** Adopt proposed ordinance.

Fiscal Impact: None.

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

Departments: Clerk of the Board

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

**Recommended Action:** Approve the Restated YARTS JPA Agreement and authorize Chair of the Board to sign on behalf of Mono County Board of Supervisors.

Fiscal Impact: None.

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

Departments: Information Technology

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

**Recommended Action:** Board ratify and approve the submission of The California Governor's Office of Emergency Services (Cal OES) State and Local Cybersecurity Grant and accept the grant funds if awarded.

**Fiscal Impact:** None immediately. Potential for \$250,000 in revenues to fund a strategic project over a 25 month period with no local matching requirement.

#### 6. CORRESPONDENCE RECEIVED

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

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

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

# 7. REGULAR AGENDA - MORNING

A. Community Corrections Partnership Update

Departments: Probation

15 minutes

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

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

Fiscal Impact: None.

#### B. Election Education Series Part 2

Departments: Elections

30 minutes

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

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

Fiscal Impact: None.

# C. Yosemite National Park Visitor Access Management Plan

Departments: County Administrative Office

15 minutes

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

**Recommended Action:** Review the letter and provide edits if needed. This letter was submitted on September 30, but a revised letter can be accepted if necessary.

Fiscal Impact: None.

# D. Housing Management Plan for the Bridgeport Apartments

Departments: County Administrative Officer

30 minutes

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

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

Fiscal Impact: None.

# E. Mono County Jail Update

Departments: Public Works

5 minutes

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

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

Fiscal Impact: None.

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

Departments: County Administrative Office

10 minutes

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

**Recommended Action:** Staff recommends that the Board review the updated Governance Handbook and adopt the Handbook as provided or with changes as needed.

Fiscal Impact: None.

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

Departments: Human Resources

10 minutes

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

**Recommended Action:** Announce Fiscal Impact. Adopt the proposed resolutions, approving updates to the allocation list, reclassification of employees and creation of new At-Will job classification. Authorize the Board Chair to execute contracts on behalf of the County.

Fiscal Impact: The changes have been included in the 2024/2025 Budget. The

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

# 8. CLOSED SESSION

# A. Closed Session: Real Property Negotiations

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

## B. Closed Session - Exposure to Litigation

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

# C. Closed Session - Labor Negotiations

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

# D. Closed Session - Public Employee Evaluation

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

#### 9. BOARD MEMBER REPORTS

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

# A. Board Member and Board Ad Hoc Reports

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

# **ADJOURN**



# REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 1, 2024

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT

Board Minutes

PERSONS

APPEARING

BEFORE THE

BOARD

## **AGENDA DESCRIPTION:**

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

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

#### **RECOMMENDED ACTION:**

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

#### ATTACHMENTS:

ATTACHWENTS.		
Cli	Click to download	
ם	August 8, 2024 DRAFT Meeting Minutes	
ם	August 6, 2024 DRAFT Meeting Minutes	
D	August 13, 2024 DRAFT Meeting Minutes	
ם	August 20, 2024 DRAFT Meeting Minutes	

Time	Who	Approval
9/17/2024 2:25 PM	County Counsel	Yes
9/24/2024 12:38 PM	Finance	Yes
9/25/2024 9:31 AM	County Administrative Office	Yes



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

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

# Special Meeting August 8, 2024

Backup Recording
Minute Orders

Zoom M24-149 - M24-149

9:05 AM Meeting called to Order by Chair Peters.

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Kreitz.

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

No one spoke.

#### 2. AGENDA ITEMS

## A. PUBLIC HEARING: FY 2024-25 Recommended Budget

Departments: CAO, Finance

(Christine Bouchard, Assistant County Administrator; Janet Dutcher, Finance Director; Megan Chapman, Budget Officer) - This special meeting is for conducting a public hearing regarding the FY 2024-25 Recommended Budget,

#### Note:

prior to bringing the final Budget back for adoption on September 17, 2024. The 2024-25 Recommended Budget and policy items will be presented for comment and direction from the Board. Members of the public may provide testimony at the Bridgeport Courthouse, or at the Mammoth Lakes Civic Center, or via zoom. A link to the Recommended FY 2024-25 Budget is located here: https://monocounty.ca.gov/auditor/page/2024-2025-budget.

**Action:** Approved policy item; Approved \$1,080,00.00 to Housing Fund instead of the General Reserve and Economic Stabilization fund.

Salcido motion, Duggan second 5 Yes, 0 No M24-149

# Sandra Moberly, County Administrative Officer:

• Introduced item

Open Public Hearing: 9:07 AM

# Megan Chapman, Budget Officer:

• Presented item

Break: 10:30 AM Reconvened: 10:40 AM

Continued with Public Hearing Policy items.

Closed Public Hearing: 11:54 AM

#### **Supervisor Gardner:**

Suggested allocating to Housing Fund instead of General Reserve as a policy item.

ADJOURNED at 11:55 AM.
ATTEST:
JOHN PETERS
CHAIR OF THE BOARD
SALENA YBARRA

Note:

DRAFT MEETING MINUTES August 8, 2024 Page 3 of 3

# **ASSISTANT CLERK OF THE BOARD**



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

# Regular Meeting August 6, 2024

#### TRIBAL LAND ACKNOWLEDGMENT

#### **Supervisor Gardner:**

Read the 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.

Backup Recording Zoom

Minute Orders M24-141 - M24-148

Resolutions R24-075 - R24-077

Ordinance ORD24-006 Used

9:30 AM Meeting called to Order by Chair Peters.

Pledge of Allegiance led by Supervisor Duggan.

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

Supervisors Absent: None.

All votes were conducted by roll call.

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

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

Janet Dutcher, Bridgeport resident:

#### Note:

 Discussed the danger of crossing Highway 395 in Bridgeport for pedestrians in the summer.

#### Matt Nitschke:

 Discussed his code enforcement concerns related to construction on his neighboring property.

#### **Michael Summers:**

Discussed speed limit concerns in the Twin Lakes residential area.

#### Chairman Sam, Bridgeport Indian Colony:

• Expressed gratitude for the support of the Board of Supervisors on the Woody Hills stable land project, Dry Lake Plateau and the Coleville Clinic project.

#### Andrea Lawrence, Interim Director of the Bridgeport Indian Colony's BCDC:

 Provided brief update on the Coleville Clinic project and expressed gratitude to Danielle Patrick for her assistance and Chair Peters for sponsoring the letter of support.

#### 2. RECOGNITIONS

# A. Proclamation Designating August as National Breastfeeding Month

Departments: Health and Human Services

(Stephanie Riley Stai, Mono County WIC Director and Michelle Raust, Health and Human Services Deputy Director) - Proposed proclamation to designate August as National Breastfeeding Month.

**Action:** Adopted proclamation by the Mono County Board of Supervisors designating August as National Breastfeeding Month.

Peters moved; Salcido seconded

Vote: 5 ves, 0 no

M24-141

#### Stephanie Riley Stai, Program Director/Registered Dietitian:

Presented item.

#### **Chair Peters:**

Read proclamation.

# B. Award Recognition for Probation Department

Departments: Probation

(Karin Humiston, Chief of Probation; Darcie Perkins, Behavioral Health Services Coordinator III and Leianna Eissinger, Deputy Probation Officer III) - Present and recognize Probation Employee of the Year Award and Medal

 Present and recognize Probation Employee of the Year Award and Medal of Valor Awards to two employees.

Action: None.

#### Jazmin Barkley, Deputy Probation Officer:

Presented item.

#### **Chair Peters:**

Presented awards.

### 3. COUNTY ADMINISTRATIVE OFFICER

#### Sandra Moberly, County Administrative Officer:

- Discussion on the County BBQ held on 7/31/24. Recognition to CAO staff and HR staff for organizing the event.
- Announced Town of Mammoth began construction on new Town Hall. Mono County Civic Center parking will be affected.
- Updates on the budget hearing will be held on August 8, 2024, and final budget adoption September 17, 2024.
- Board photos are scheduled for August 13, 2024.
- Update on the Federal Government application for appropriations for evacuation route project.
- California Jobs First Program (Sierra Jobs First Program) expecting a strategic plan being released for public view/comment soon.

#### 4. DEPARTMENT/COMMISSION REPORTS

#### Paul Roten. Public Works Director:

- Update Eastside Lane project.
- Twin lakes speed limit sign installation and cross walk painting on county roads.
- Upcoming North Shore triathlon road closure. Will be crack sealing the route.
- Update on Benton Crossing closure.
- Civic Center parking effected with Town of Mammoth and Mammoth Hospital construction.

# Marcella Rose, Outdoor Recreational Coordinator:

Discussed (HD35) Hazardous Materials Grant and Refillable Propane Cannister initiative.

#### **Janet Dutcher, Finance Director:**

Report on Tax Collection. Recognition to Tax Collector Staff.

#### Cathy Young, Health and Human Services, Supervising Staff Analyst:

• Red Cross Training Announcement.

#### Dr. Thomas Boo, Health and Human Services, Public Health Officer:

• Update on COVID-19.

#### **Wendy Sugimura, Community Development Director:**

- Announced Caltrans Bridgeport Street and Lee Vining Streets Rehab Projects.
- Transportation Announcement: Highway 395 Wildlife Crossing Project hard closure 9/4/24 - 9/19/24.
- Sage Grouse Conservation update.

#### Note:

- Bistate Action Plan update.
- Planning Commission approval updates.

#### Emily Janoff, Health and Human Services, Epidemiologist:

- CDC's National Wastewater Surveillance System contract award announcement.
- MCWD approved extension on MOU.
- Water based epidemiology data available on website.

#### **Robin Roberts, Behavioral Health Director:**

- Provided update on MCBH crisis care.
- Discussed Prop 43 and Governor Newsom letter.

#### 5. CONSENT AGENDA

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

#### A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the July 2024 regular meetings.

**Action:** Approved the Board minutes from the July 2, 2024, regular Board meeting. Approved the Board minutes from the July 9, 2024, regular Board meeting.

Duggan moved; Salcido seconded

Vote: 5 ves, 0 no

M24-142

#### B. Consolidation of Elections

Departments: Elections

Resolution consolidating various County, Municipal, and School Elections with the General Election to be held on November 5, 2024, and requesting the Registrar of Voters conduct the election.

**Action:** Approved Resolution R24-075, Consolidating various County, Municipal, and School Elections with the General Election to be held on November 5, 2024, and requesting the Registrar of Voters conduct the election.

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

R24-075

# C. Contract for Multi-Jurisdictional Local Hazard Mitigation Plan (HMP)

Note:

# **Update**

Departments: Community Development

Consider revised contract award based on an evaluation of Requests for Proposals for the County/Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan update.

**Action:** Approved and authorized the Chair to sign the revised contract with IEM International, Inc. (IEM) for the provision of hazard mitigation planning services for a not-to-exceed cost of \$179,982 for the period from date of full execution (August 6, 2024), through September 30, 2025.

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

M24-143

# D. Long Valley Hydrological Advisory Committee (LVHAC) Hydrologic Monitoring Access Agreements

Departments: Community Development - LVHAC

Assumption of access and legal responsibility for stream gauges for hydrologic monitoring.

**Action:** Authorized Mono County Community Development Director to sign the access agreement permission letter from Los Angeles Department of Water and Power (LADWP) to access two stream gauges on their property leased to Hot Creek Fish Hatchery operated by California Department of Fish and Wildlife (CDFW).

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

M24-144

# E. Budget Adjustment for Public Works - Solid Waste Division for Fund Transfer

Departments: Public Works - Solid Waste

A budget adjustment for FY 2023-24 is needed to reduce the cash deficit in the Solid Waste Enterprise Fund by increasing the transfer from the Solid Waste Parcel Tax Fund. This adjustment will preserve the balance of both Fund 616 and Fund 617 to allow for moving forward with the Benton landfill in FY 2024-25 and reduce the cash deficit in the Enterprise fund

**Action:** Approved budget adjustment for FY 2023-24 to increase fund transfer amount to \$1,200,000 for funds to be transferred from the Solid Waste Parcel Tax Fund to the Solid Waste Enterprise Fund.

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

M24-145

# F. Special Event Road Closure Delegation to Public Works Director

Departments: Public Works

Proposed Resolution of the Mono County Board of Supervisors Delegating Authority for Temporary Closure of County Roads for Recurring Special Events.

**Action:** Adopted Resolution R24-076, Delegating Authority for Temporary

Closure of County Roads for Recurring Special Events.

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

R24-076

# G. Lee Vining Community Center Memorandum of Understanding

Departments: Public Works

Proposed updated Memorandum of Understanding (MOU) to replace the existing Lee Vining Community Center MOU between Mono County and the Mono Lake Kutzadika Tribe that memorializes use of a portion of the center by the Tribe as tribal offices.

**Action:** Approved and authorized the Chair to sign the updated MOU with the Kutzadika Tribe. as amended.

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

M24-146

#### Supervisor Duggan:

• Provided updated of letter (corrected date).

## H. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 6/30/2024.

Action: Approved the Treasury Transaction Report for the month ending

6/30/2024.

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

M24-147

Note:

# I. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 6/30/2024.

Action: Approved the Investment Report for the Quarter ending 6/30/2024.

Duggan moved; Salcido seconded

Vote: 5 yes, 0 no

M24-148

#### 6. CORRESPONDENCE RECEIVED

Board acknowledged receipt of the correspondence.

# A. Bridgeport Indian Colony Request - Grant Support Letter

Letter of Support for the Bridgeport Indian Colony request for \$2 million dollars from United States Department of Housing and Urban Development (HUD) Indian Community Development Block Grant Program (ICDBG).

#### **Chair Peters:**

Presented item

Break: 10:37 AM

Reconvened: 10:45 AM

Moved to item #7d.

## 7. REGULAR AGENDA - MORNING

#### A. Information on Mammoth Lakes Fire Protection District Ballot Measure

Departments: Board of Supervisors, Sponsored by Supervisor Gardner (Ales Tomaier, Fire Chief Mammoth Lakes Fire Protection District) - Provide information on Mammoth Lakes Fire Protection District ballot measure per request of Supervisor Gardner.

Action: None.

#### Chief Ales Tomaier. Fire Chief Mammoth Lakes Fire Protection District:

• Presented item.

#### Supervisor Duggan:

• Asked for clarification on the type of tax being proposed.

# B. Proposal to Increase the Transient Occupancy Tax Rate for Unincorporated Mono County

Departments: County Counsel and County Administrative Office

(Emily Fox, Assistant County Counsel) - Proposed resolution calling a special election to submit to the voters of Mono County the question of whether an ordinance amending Mono County Code Section 3.28.060 to increase the transient occupancy tax rate from twelve percent to fifteen percent shall be approved and enacted and ordering that the special election be consolidated with the general election to be conducted on November 5, 2024.

**Action:** Adopted Resolution R24-077, Calling a special election to submit to the voters of Mono County the question of whether an ordinance amending Mono County Code Section 3.28.060 to increase the transient occupancy tax rate from twelve percent to fifteen percent shall be approved and enacted and ordering that the special election be consolidated with the general election to be conducted on November 5, 2024, as amended.

Gardner moved; Kreitz seconded

Vote: 5 yes, 0 no

R24-077

#### **Emily Fox, Assistant County Counsel:**

- Presented item
- Clarification that County Officials and Staff may only provide factual answers in response to measure questions.

#### **Supervisor Kreitz:**

• In support.

#### **Supervisor Gardner:**

- Requested to have 'childcare' added to the measure language.
- Discussion on implementation timeline if passed regarding transient occupancy tax collections.
- In support.

#### Supervisor Salcido:

- Discussion on childcare and strategic plan.
- Asked for clarification on measure discussions in a personal capacity.
- In support.

#### **Janet Dutcher, Finance Director:**

- Provided clarification on when new tax revenues will be recognized if measure is passed.
- Explained that rates are applied based on the date of the stay not based on when the reservation was made.

# Supervisor Duggan:

 Asking for clarification on how new rates would be applied to preexisting reservations if measure is passed.

#### Note:

In support.

#### **Chair Peters:**

- Provided clarification on how new rates would be applied to preexisting reservations if measure is passed.
- In support.

#### **Public Comment:**

#### **Don Morton:**

 Discussed his opinion on the proposed tax increase and the impact it can have on June Lake businesses.

#### Ralph Lockhart:

- Discussed June Lake Chamber of Commerce's stance on the proposed tax increase.
- Discussed concerns on the impact the proposed increase can have on June Lake businesses and concerns of receiving County support.

# C. Special District Review-Phase 1

Departments: County Administrative Office

(Mary Snyder, Special Projects) - Presentation by Mary Snyder regarding review of Special District capacity.

Action: None.

#### Sandra Moberly, County Administrative Officer:

• Introduced item.

#### Mary Snyder, Special Projects:

Presented item.

#### Supervisor Salcido:

 Asked for clarification of how Proposition 13 effected the 1% tax distributed to Special Districts.

#### **Supervisor Kreitz:**

- Asked for clarification about ongoing rate adjustments built into different special district policies.
- Requested that rate studies be made a priority.

#### **Supervisor Gardner:**

Requested this project continue to move forward.

#### **Chair Peters:**

 Agreed with Supervisor Gardner and would like this project to continue to move forward.

#### **Public Comment:**

#### Note:

#### Lorinda Beatty, Hilton Creek Community Services District:

 Provided brief explanation on the procedure required for utility districts to raise rates.

# Nick Way, Bridgeport Fire Department Chief:

- Recognition to Mary, Sandra, Janet and Staff for their role in this project.
- Echoes Supervisor Gardner's statements would also like to see this project continue as it would benefit the special districts greatly.
- Requested the Board still consider Bridgeport Fire's original request to amend the County agreement.

Moved to Closed Session.

# D. Mono County Jail Update

Departments: Public Works

(Paul Roten, Public Works Director; Janet Dutcher, Finance Director) - Mono County Jail Update.

Action: None.

#### Paul Roten, Public Works Director:

Presented item.

#### Janet Dutcher, Finance Director:

Provided project budget update.

Moved back to item #7a.

#### E. Out-of-State Remote Work Discussion

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - In July of 2023 the Board adopted a resolution imposing a moratorium on out-of-state, remote work. The resolution directed staff to prepare a policy regarding out-of-state, remote work and staff is seeking direction from the Board on what points the policy should include.

Action: None.

# Sandra Moberly, County Administrative Officer:

Presented item.

#### Supervisor Duggan:

 Requested information on out of state remote work restrictions from other counties and from Nevada.

#### Supervisor Salcido:

Requested out of state employment be assessed individually based on the position.
 To be assessed by CAO, County Counsel, Board and department head.

#### Note:

#### **Supervisor Gardner:**

Agreed with comments made.

#### **Chair Peters:**

Requested to see information related to cost and HR.

#### Supervisor Kreitz:

- Agreed with comments made.
- Suggests looking to neighboring counties for insights on similar situations.

Moved to Board Reports.

# 8. CLOSED SESSION

Closed session 12:27 PM Reconvened 1:27 PM

No reportable action out of Closed Session.

Moved to item #7e.

# A. Closed Session - Labor Negotiations

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

# B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Claim for damages filed by Frontier.

# C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Workers' Compensation Claim of Scott Minder.

# D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. County of Mono, et al

#### Note:

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

# E. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.
Subdivision (a) of Government Code section 54956.9. Case Name: Southern California Edison Company v. California State Board of Equalization, et al.
Case Number: Orange County Superior Court Case No.: 30-2024-01403215-CU-MC-CXC

### F. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Jim Ouimet, et al. Case number: 24LCM78

# G. 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.

# H. Closed Session - Public Employee Evaluation

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

#### 9. BOARD MEMBER REPORTS

#### Supervisor Duggan:

- 7/10 I participated in the GBUAPCD Governing Board meeting in Markleeville along with Supervisor Salcido. We recognized Chris Lanane upon his retirement and 25 years of service.
- 7/11-16 I participated in the NACo Annual Conference in Tampa. The various committees submitted policy resolutions and the annual change in leadership saw Supervisor James Gore of Sonoma County become NACo President for 2024-25. This brings renewed focus on California issues supported through NACo and many leadership appointments for our county representatives. I received presidential appointments to the EELU Land Use Subcommittee as Vice Chair, Membership Standing Committee, Veterans and Military Services Committee, and Vice Chair for the Rural Action Caucus.
- 7/24 I participated in the RCRC, GSFA, and the GSCA meetings in Sacramento.
  Highlights were a session from the CA Director of the USDA and discussions
  around statewide ballot initiatives in November. The CPUC announced a third round
  of broadband grant award recommendations for the Federal Funding Account
  program and Golden State Connect Authority received two award recommendations
  for the broadband deployment. One award is for Mono County totaling \$6 million
  and the other for the Town of Mammoth Lakes for \$4.1 million.

- 7/29 I participated in the CSAC AENR Committee discussion on CA Prop 4 on the Nov ballot.
- 7/31 I attended the Annual Mono County Employee BBQ Thank you for a great afternoon!
- 8/1 I participated in the CSAC Legislative Update Webinar, a comprehensive overview of bills remaining for the current legislative session.

#### **Supervisor Gardner:**

- On Wednesday July 17 I participated in the monthly meeting of the Mono Basin Fire Safe Council. Topics at that meeting included the status of clearing the fire break around Mono City and the recent effort to establish a Fire Wise Community in the Mono City area. The Council is also involved in creating a pipeline from a pond north of Mono Lake that could be used for wildfires.
- On Thursday July 18 I attended a meeting of the Mono Basin partners to discuss how the summer is going with the various recreation partner agencies.
- Also, on the 18th I participated in the monthly meeting of the Wildfire Resilience
  Finance Action Team, which is working to support current and future fuels reduction
  in Mono County. We heard a presentation on the potential of a biomass project that
  could handle the anticipated wood resulting from fuels reduction efforts.
- On July 30 I attended the kickoff event for the Access Apts. project in Mammoth.
   Congratulations to Eastern Sierra Community Housing for all their hard work in getting this project to the construction phase.
- Last Wednesday the 31st I attended the Mono County BBQ and picnic at Mono County Park. Thanks to Sandra and her staff for a great job and a wonderful time.
- Last Thursday Aug. 1 I attended an update with Supervisor Salcido on the Cal Jobs First program. It seems to me that the key to this initiative will be our abilities to cooperate with other jurisdictions on similar projects. The Strategic Plan is available for comment this week until Friday.
- Finally, yesterday I participated with Supervisor Salcido in the monthly Eastern Sierra Sustainability Recreation Partnership. We received several updates about ongoing recreation-related issues and got updates from each of the partner agencies.

#### **Supervisor Kreitz:**

- Appointments to NACo Community Economic Workforce Development Steering Committee and as a member of the Rural Action Caucus (RAC).
- In July I attended the National Association of Counties Annual Conference in Tampa, FL.
- July 17<sup>th,</sup> I participated in a meeting with then multi-unit housing non-smoking ordinance Ad Hoc committee.
- July 18<sup>th</sup>, I participated in the IMACA Financial Committee meeting. IMACA has hired an outside consulting firm to provide financial services upon the retirement of their current Controller, Anita Sonke.
- Later that day, I attended the Eastern Sierra Community Housing (ESCH) Discovery Partnerships Committee meeting. The committee is interested in taking back to ESCH some policy request. The committee also discussed the USDA Forest Service program that allows using administrative sites for affordable housing developments as currently under way in Colorado resort counties. The committee is inviting a staff member of the Inyo Nation Forest to an upcoming meeting. The committee discussed the upcoming TOT ballot measures as well as the Town's Bridge Program and the desire to implement a pilot program in unincorporated Mono County.
- July 25, the CSAC Insurance Working Group. Staff is putting together some policy

- recommendations for consideration by the group and then to be taken to the executive board of CSAC.
- July 30<sup>th</sup>, I attended the Access Apartments groundbreaking ceremony. The project General contractor superintendent, ESCH staff, Board and many partners and community members attended. The project is optimistically slated for occupancy in autumn 2025.
- August 1, I participated in a Sierra Jobs First meeting. There was discussion amongst those in attendance about the upcoming RFP projects.
- August 5, I participated in an Eastern Sierra focus HCD listening session on the Consolidated Plan Update. The Consolidated Plan is a five-year document. This update will run from 2025-2029.
- Later that day I participated in the ESCH Board meeting. The Board received project
  and program updates. Innsbruck is roughly 90% complete. The electrical switch
  gear is expected to arrive this December. Access Apartments is currently in the
  demo phase with the first building set to be completed this week and building two
  next week. Concrete cutting and removal will start next week, as well.
  Programmatically, there are four below market rate units available for purchase in
  Mammoth Lakes.

#### **Chair Peters:**

- 7/19 Attended the presentation at the Senior Center in Antelope Valley; needs assessment for community
- 7/23 Follow up meeting NACo National Committee for Public Lands.
- 7/25 Attended the VOAD meeting.
- 7/25 Attended the IMACA meeting and will be moving away from meetings starting the beginning of the year.
- Attended the CSAC insurance working group.
- 7/31 Annual Mono County BBQ.
- 2<sup>nd</sup> meeting in Mono Village with the owner and Marcella Rose.
- NACo Annual Conference served as Ambassador.

#### Supervisor Salcido:

- June 26. ESCOG Eastern Sierra Council of Governments. Actions included: approval of 2024/25 ESCOG budget, a presentation from Peter Fulks, Cerro Coso Community College Public Services Department Chair, regarding the Sustainable Outdoor Recreation Leadership Program, and approval of a MOU between the Institute for Local Government and ESCOG for the provision of strategic planning services.
- June 28. Attended the Governance Council for the Sierra Jobs First project at the Civic Center. Representatives from around the Sierra Region participated in fine tuning the draft strategies to be included in the Regional Strategic Plan which is due very soon.
- July 1. ESCCRP. Regional and partner updates. Among the topics was a review of Sierra Jobs first work plan and ongoing efforts to finish the strategic plan and decide upon the projects to be submitted to the Statewide decision process.
- July 10, GBUAQD, Great Basin Unified Air Quality District board meeting. Attended via zoom as partners discussed projects and local work initiatives and status of legal actions pending.
- July 12. California Wildfire and Forest Resilience Task Force. Heard a fire season update from Wade Crowfoot, CNRA, Jennifer Eberlien, USFS and Joe Tyler, Chief of CalFire. A panel of statewide and regional leaders discussed challenges and next steps for aligning and coordinating state, federal, and private funding to better

- support regional priority needs and increase program sustainability.
- July 18. Wildfire Resilience Action Finance Team. WRAFT. Met to receive
  information regarding grant awards to Whitebark, since inception, \$38M, and the
  realization of what funding levels will be necessary to continue work into the future.
  Estimate of another \$38M to continue work into 2030. The initiative will continue
  with emphasis on funding sources.
- July 22. CSAC Health and Human Services Policy Committee. Discussion on Proposition 35. Title: Provides Permanent Funding for Medi-Cal Health Care Services. This Managed Care Organization (MCO) tax is a tax on managed care organizations to Committee voted to support this ballot measure. The MCO tax revenue will offset General Fund spending on existing Medi-Cal programs and support program augmentations. Would make the MCO tax permanent and limit the structure of the tax and would establish specific uses for the tax revenue.
- July 28. YARTS dinner at the Village prior to our next day meeting.
- July 29. YARTS Governing Board. 22 free vouchers have been issued to date for transit between Mono County and Yosemite.
- July 30. Open house and opening of construction on the Access Apartments in the Town. Will provide 11 workforce housing, up to 120% of AMI, when completed.
- July 31. Annual Mono County Employee picnic. Thank you to everyone in the admirative offices who organized this event. Well attended and great fun.
- August 1. CSAC legislative committees update on current pending legislation.
- August 5. ESSRP, Eastern Sierra Sustainable Recreation Partnership, for announcements and updates.

ADJOURNED AT 2.30 P.IVI.
ATTEST
JOHN PETERS
CHAIR OF THE BOARD
SALENA YBARRA
ASSISTANT CLERK OF THE BOARD

AD IOUDNED AT 2.26 D M



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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of

meeting is specified below.

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

Regular Meeting August 13, 2024

#### TRIBAL LAND ACKNOWLEDGMENT

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

Backup Recording Zoom

Minute Orders M24-150 - M24-153

Resolutions R24-078 - R24-081

Ordinance ORD24-006 Used

9:03 AM Call meeting to Order by Chair Peters.

Pledge of Allegiance led by Supervisor Salcido.

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

Supervisors Absent: None.

All votes were conducted by roll call.

#### Note:

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

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

No one spoke.

#### 2. RECOGNITIONS - NONE

#### 3. COUNTY ADMINISTRATIVE OFFICER

#### Sandra Moberly, County Administrative Officer:

 Announced the upcoming agenda item discussing cancelling the September 17, 2024, meeting due to RCRC Conference.

#### **Supervisor Kreitz:**

• Discussion on cancelling due to not having a quorum or due to lack of material.

#### 4. DEPARTMENT/COMMISSION REPORTS

#### Luis Molina, Environmental Health Director:

• Update on the hazardous bloom on Crowley Lake and Bridgeport Reservoir regarding the harmful algae testing and advisory.

#### Supervisor Salcido:

Discussion on past findings and when these blooms became a hazard.

#### **Supervisor Peters:**

• Discussion on the sampling of fish and if the fish is safe to consume.

#### 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.)

#### **Chair Peters:**

• Discussion on questions from the public as to why Items a and b are on the Consent Agenda.

# **Chris Beck, County Counsel:**

Clarification on why Item a and b are on the Consent Agenda vs Regular Agenda.

## A. Claim for Damages - Frontier

Departments: Risk Management

Two claims for damages filed by Frontier for damaged Frontier cables

#### Note:

DRAFT MEETING MINUTES August 13, 2024 Page 3 of 9

allegedly caused by Mono County digging operations

**Action:** Denied the two claims submitted by Frontier, and direct the Risk Manager, in consultation with County Counsel, to send notices to the claimant for said denials.

Salcido moved; Gardner seconded

Vote: 5 yes, 0 no

M24-150

# B. Resolution Determining that Scott Minder is Industrially Disabled

Departments: Risk Management

Proposed resolution determining that Scott Minder is eligible for industrial disability retirement.

**Action:** Adopted Resolution R24-078, Determining that Scott Minder is eligible

for industrial disability retirement.

Salcido moved: Gardner seconded

Vote: 5 yes, 0 no

R24-078

# C. Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application FY 2024-2025

Departments: Health and Human Services

Proposed contract with California Department of Public Health, pertaining to Maternal, Child and Adolescent Health (MCAH) Division Agreement Funding Application (AFA) for Fiscal Year 2024-2025.

Action: Approved, and authorized Chair to sign, contract with California Department of Public Health for Maternal, Child and Adolescent Health (MCAH) Division Agreement Funding Application (AFA) for the period July 1, 2024, through June 30, 2025, and a not-to-exceed amount of \$116,896.23. Additionally, provide authorization for the Health and Human Services Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights.

Salcido moved; Gardner seconded

Vote: 5 yes, 0 no

M24-151

# D. Maternal, Child, and Adolescent Health (MCAH) California Home Visiting

Note:

# **Program (CHVP) Agreement Funding Application FY 2024-2025**

Departments: Health and Human Services

Proposed contract with California Department of Public Health, pertaining to Maternal, Child and Adolescent Health (MCAH) Division, California Home Visiting Program (CHVP) Agreement Funding Application (AFA) for Fiscal Year 2024-2025.

**Action:** Approved, and authorized Chair to sign, contract with California Department of Public Health for Maternal, Child and Adolescent Health (MCAH) Division, California Home Visiting Program (CHVP) Agreement Funding Application (AFA) for the period July 1, 2024, through June 30, 2025, and a not-to-exceed amount of \$408,086. Additionally, provide authorization for the Health and Human Services Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights.

Salcido moved; Gardner seconded

Vote: 5 yes, 0 no

M24-152

E. Proposed contract with California Department of Public Health, pertaining to HIV Surveillance Grant Agreement Number 24-10294 July 1, 2024 - June 30, 2029

Departments: Health and Human Services

Proposed contract with California Department of Public Health, pertaining to HIV Surveillance Grant Agreement Number 24-10294.

**Action:** Approved, and authorized Chair to sign, contract with California Department of Public Health for HIV Surveillance Grant Agreement Number 24-10294 for the period July 1, 2024, through June 30, 2029, and a not-to-exceed amount of \$15,000. Additionally, provide authorization for the Health and Human Services Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights.

Salcido moved: Gardner seconded

Vote: 5 yes, 0 no

M24-153

# F. FY 24/25 Alcoholic Beverage Control Grant

Departments: Sheriff

Proposed resolution approving the application for the State of California

Note:

DRAFT MEETING MINUTES August 13, 2024 Page 5 of 9

Alcoholic Beverage Control Alcohol Policing Program Grant.

**Action:** Adopted Resolution R24-079, Approving the application for the State of California Alcoholic Beverage Control Alcohol Policing Program Grant.

Salcido moved: Gardner seconded

Vote: 5 yes, 0 no

R24-079

# G. Sale of Tax-Defaulted Property

Departments: Finance

Request for approval to sell tax-defaulted property subject to the power of sale.

**Action:** Approved Request and Resolution R24-080, Approval to Sell Tax-Defaulted Property Subject to the Power of Sale.

Salcido moved; Gardner seconded

Vote: 5 ves, 0 no

R24-080

#### 6. CORRESPONDENCE RECEIVED - NONE

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

#### 7. REGULAR AGENDA - MORNING

#### A. California's Fire Insurance Crisis

Departments: Emergency Management

(Chris Mokracek, Emergency Management Director) - A presentation by Chris Mokracek, Director of Emergency Management, on the ongoing loss of fire insurance coverage by a growing number of residents in Mono County.

Action: None.

#### **Chris Mokracek, Emergency Management Director:**

- Presented item.
- Discussion on the upcoming CalFire update for the Board.

#### Supervisor Gardner:

- Discussion on "discounts" and "not drops" notifications from insurance companies.
- Discussion on CalFire doing audits of homes.
- Discussion on insurance profits.
- Discussion on volunteers and the compensation they may receive.

#### Note:

#### **Supervisor Kreitz:**

• Discussion on "policy retention" notifications in her condo (Mammoth Lakes).

#### Sandra Moberly, County Administrative Officer:

 Discussion on her personal experience retaining her policy after doing requested (by insurance company) work on her property.

#### Supervisor Duggan:

- Discussion on Ready Mono site and resources.
- Discussion on any upcoming lot maintenance dates.

#### Supervisor Salcido:

• Discussion on "considering cancelling" notifications from insurance agencies.

#### **Chair Peters:**

• Discussion on insurance companies deploying new tactics.

#### **Public Comment:**

#### Bruce. California resident:

- Two questions:
  - 1. Is the State of California is considering doing any kind of reinsurance to help?
  - 2. Is there any way to work with an insurance company to reduce your premium. If you take certain steps to make your home fire safe?

Break 10:00 AM

Reconvened: 10:10 AM

# B. Housing Policy Analysis - Background, Problem, Objectives, and Criteria

Departments: County Administrative Office

(Tyrone Grandstrand, Housing Opportunities Manager) - Presentation by Tyrone Grandstrand regarding Housing Policy Analysis. The complete analysis will have five sections Background, Objectives, Criteria, Policy Options, and Analysis. This presentation is covering the first two sections, which will guide the completion of the next three. Each section is iterative, and the entire process can also be iterative as well. The goal of the presentation and the policy analysis overall is to build out a housing program that will efficiently utilize resources while maximizing the impacts desired by the Board of Supervisors.

Action: None.

#### **Tyrone Grandstrand, Housing Opportunities Manager:**

- Presented item.
- Clarified the objectives.
- Provided clarity on the analysis process.

#### Supervisor Gardner:

 Mentioned along with workforce housing to keep in mind that there is a retired population to consider.

#### Note:

# Supervisor Kreitz:

- Discussion on local economy and updating our needs assessment list (preferred language).
- Discussion on "Define the Problem" page of presentation.

# Supervisor Salcido:

Discussion on housing issues and how to move forward.

# **Supervisor Duggan:**

• Discussion in the ongoing analysist.

## **Chair Peters:**

Suggested adding workforce housing verbiage.

# Sandra Moberly, County Administrative Officer:

 Discussion on the consensus and options offered to the Board on direction to move forward.

# Wendy Sugimura, Community Development Director:

• Discussion on deed restrictions, ADU's, and mobile homes.

# C. Mono County Audit Reports for FY 2022-23

Departments: Finance

(Janet Dutcher, Finance Director) - Presentation of the Annual Comprehensive Financial Report (ACFR) and the Single Audit Report for the fiscal year ended June 30, 2023.

Action: None.

# Janet Dutcher, Finance Director:

Presented item.

# D. Terms and Conditions of Employment for Milan Brandon as Deputy District Attorney

Departments: District Attorney

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

**Action:** Announced Fiscal Impact. Approved Resolution R24-081, Approving a contract with Milan Brandon as Deputy District Attorney, and prescribing the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The fiscal impact for this position for a complete fiscal year is \$162,900 of which \$130,138 is salary and \$32,762 is benefits. This is included

#### Note:

in the Department's 2024/2025 Requested Budget and the CAO's Recommended Budget.

Gardner moved; Kreitz seconded Vote: 5 yes, 0 no R24-081

**David Anderson, District Attorney:** 

Presented item.

# 8. CLOSED SESSION

## **Chris Beck, County Counsel:**

• Withdrew the Closed Session item.

Moved to Board Reports.

# A. Closed Session - Labor Negotiations

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

## 9. BOARD MEMBER REPORTS

#### Supervisor Duggan:

- 8/7 Meeting with Community Development staff regarding Special Districts.
- Budget Hearing and thanked staff for their hard work.
- 8/7 Attended the Special Meeting of the Mono County Local Transportation Commission. The Commission will be reviewing, updating and adopting the Regional Transportation Plan. We received an update from Caltrans, and the free YARTS reservation program funded by LTC.
- Attended the Community Development outreach meetings discussing RV issues

# **Supervisor Gardner:**

- Last Wednesday Aug. 6 I attended the monthly meeting of the June Lake Citizens
  Advisory Committee. Most of the meeting was focused on a presentation from
  Community Development requesting input from the Committee about RVs as
  residences. It was a lively discussion which will be a part of the ongoing review of this
  issue.
- On Thursday the 8th I joined the rest of the Board for our FY 2024-25 Budget Hearing.
   I thought the meeting went quite well and want to thank Megan and her team for doing a great job on this year's budget.

## Supervisor Kreitz:

#### Note:

- Friday, August 9th ILG Sustainable and Resilient Communities Advisory Council Meeting #1
- Monday, August 12, 2024 Special Meeting of the Mono County Local Transportation Commission. The Commission will be reviewing, updating and adopting the Regional Transportation Plan. We received an update from Caltrans, and the free YARTS reservation program funded by LTC.
- Later Monday, I participated in the regular meeting of the Eastern Sierra Continuum of Care.

## **Chair Peters:**

- Attended the Budget Hearing.
- Attended the LTC meeting
- Attended the CSA 5 meeting project updates, working with Public Works.

# **Supervisor Salcido:**

• 8/12 Attended Behavioral Health Advisory Board meeting.

ADJOURNED AT 11:47 AM		
ATTEST		
JOHN PETERS CHAIR OF THE BOARD		
CHAIR OF THE BOARD		
DANIELLE PATRICK		
SENIOR DEPUTY CLERK OF THE BOARD		



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

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

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

# Regular Meeting August 20, 2024

# TRIBAL LAND ACKNOWLEDGMENT

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

Backup Recording Zoom

Minute Orders M24-154 - M24-156

Resolutions R24-082 - R24-085

Ordinance ORD24-006 Used

9:07 AM Call meeting to Order by Chair Pro-Tem Kreitz.

# **Chris Beck, County Counsel:**

Announced that Supervisor Salcido will be attending via zoom under AB2449.

Pledge of Allegiance led by Supervisor Duggan.

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

Supervisors Absent: None.

#### Note:

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

All votes were conducted by roll call.

# 1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

## Matt Paruolo, SCE:

Update on power outage in Bridgeport.

## **Supervisor Peters:**

- Thanked Matt for his communication and efforts during the outage.
- Discussion on the SCE system failure at the corporate level.

# 2. RECOGNITIONS - NONE

# 3. COUNTY ADMINISTRATIVE OFFICER

# Sandra Moberly, County Administrative Officer:

- Update on the upcoming Highway 395 closure and announced preparation meetings.
- Discussion on Board Ad Hoc activities and having this as a recurring item on upcoming Board meetings.
- Discussion on academic week, last week.
- Prepared Readiness update and thanked Chris Mokracek.

## **Chair Pro-Tem Kreitz:**

• Discussed the notice of Caltrans virtual meetings from Liz Grans.

## 4. DEPARTMENT/COMMISSION REPORTS

# Bri Chappell-McGovern, HHS Emergency Preparedness Manager:

• Update on program update on Neighbor Fest.

## 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. Reappointments to the Mono County Assessment Appeals Board

Departments: Clerk of the Board

Reappointment of two regular members and one alternate member to the Mono County Assessment Appeals Board.

Action: Reappointed Jarrett Patrick and Paul Oster as regular members, and

#### Note:

DRAFT MEETING MINUTES August 20, 2024 Page 3 of 10

Jeff Mills as alternate member, of the Assessment Appeals Board for three-year terms effective September 2, 2024, through September 1, 2027.

Gardner moved; Duggan seconded

Vote: 5 yes, 0 no

M24-154

# B. Road Closure for Bridgeport Volunteer Fire Department Bags and Beans Chili Cookoff Fundraiser

Departments: Public Works Roads Division

The County routinely hosts special events each summer and sometimes the events require road closures. This resolution would grant the Public Works Director the authority to close affected County roads as necessary for the Bridgeport Volunteer Fire Department Bags and Beans Chili Cookoff Fundraiser. Road closures would occur after event applications are evaluated and approved by other departments in accordance with their policies. This closure will take place on Sunday, September 1, 2024, on Sinclair Street, between U.S. Highway 395 and Kinsley Street, between the hours of 10:00 am and 8:00 pm.

**Action:** Adopted Resolution R24-082, Granting the Public Works Director the authority to close affected County roads as necessary for the Bridgeport Volunteer Fire Department Bags and Beans Chili Cookoff Fundraiser. Road closures would occur after event applications are evaluated and approved by other departments in accordance with their policies.

Gardner moved: Duggan seconded

Vote: 5 yes, 0 no

R24-082

# C. Crisis Care Mobile Units Grant Stipend

Departments: Human Resources

Proposed resolution adopting a side letter to the Memorandum of Understanding between the County and the International Union of Operating Engineers, AFL-CIO, Local 39 on behalf of the Mono County Public Employee's Bargaining Unit to implement the Crisis Care Mobile Units Grant Stipend.

**Action:** Adopted Resolution R24-083, Adopting a side letter to the Memorandum of Understanding between the County and the International Union of Operating Engineers, AFL-CIO, Local 39 on behalf of the Mono County Public Employee's Bargaining Unit to implement the Crisis Care Mobile Units Grant Stipend and approved Board Chair to execute side letter.

Gardner moved: Duggan seconded

Vote: 5 yes, 0 no

R24-083

#### Note:

# 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. Support Letter - Advocate for Strong USDA Rural Development Funding in FY 2025 Appropriations

Mono County letter of support for USDA Rural Development (USDA-RD) programs in the final Fiscal Year 2025 appropriations package.

# 7. REGULAR AGENDA - MORNING

# A Resolution Proposing to Name a Segment of U.S. 395 after Captain Vidar . Anderson

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Proposed resolution supporting a community proposal to name a segment of U.S. Highway 395 after Captain Vidar Anderson, who was a first responder to the Convict Lake tragedy on February 19, 1990.

**Action:** Adopted Resolution R24-084, Supporting a community proposal to name a segment of U.S. Highway 395 after Captain Vidar Anderson, who was a first responder to the Convict Lake tragedy on February 19, 1990.

Duggan moved; Gardner seconded

Vote: 5 yes, 0 no

R24-084

# Sandra Moberly, County Administrative Officer:

Presented item.

# **Public Comment:**

# Fred Stump, Long Valley Fire District:

- Introduced former Supervisor Hap Hazard who was with the Mono County Sheriff's at the time of the accident and former volunteer Ray Turner; they were two of the three Long Valley volunteers that went into the water that day.
- Acknowledged Gerry Le Francois.

#### Ray Turner:

Discussion on the rescue efforts and events that caused him to fall into the ice.

#### Person #2:

- Discussion on the events that took place (boat and ice rescue efforts) and facts of events that led up to the kids falling through the ice.
- Discussion on the lack of training and the heroic efforts made by volunteers.

#### Note:

# B. Wildlife Crossing Project Presentation and Prospective Grant Application

Departments: Community Development

(Wendy Sugimura, Community Development Director and Katie Rodriguez, Caltrans) - Presentation on the status of the US 395 Wildlife Crossings project, next steps, and request for Mono County Community Development to serve as the lead applicant on a grant for the project.

**Action:** Authorized the Mono County Community Development Department to be the applicant for the Wildlife Crossings Pilot Program grant in cooperation with Caltrans and other partners.

Gardner moved; Salcido seconded

Vote: 5 yes, 0 no

M24-155

# Wendy Sugimura, Community Development Director:

Introduced item.

# Katie Rodriguez, Caltrans:

· Presented item.

Break: 10:10 AM Reconvened: 10:20 AM

# C. Written Argument in Favor of Measure K - Raising the Transient Occupancy Tax Rate in Unincorporated Mono County

**Departments: County Counsel** 

(Emily Fox, Assistant County Counsel) - A resolution to submit a written argument in favor of Measure K, which would raise the transient occupancy tax rate in unincorporated Mono County, pursuant to Elections Code Section 9162. This is the Board's sole opportunity for official advocacy on the ballot measure.

**Action:** Approve Resolution R24-085, To submit a written argument in favor of Measure K, which would raise the transient occupancy tax rate in unincorporated Mono County, pursuant to Elections Code Section 9162. This is the Board's sole opportunity for official advocacy on the ballot measure, as amended.

Gardner moved; Salcido seconded Vote: 5 yes, 0 no

R24-085

## **Emily Fox, Assistant County Counsel:**

- Presented item.
- Typo in paragraph 3, 2<sup>nd</sup> sentence will be corrected.

## **Chair Peters and Supervisor Gardner:**

• Discussion on "wordsmithing".

#### Note:

# Supervisor Salcido:

• In support as is.

# **Supervisor Duggan:**

• In support as is.

# **Supervisor Kreitz:**

• Second sentence of second paragraph to change "and" instead of "but".

# **Chris Beck, County Counsel:**

- Clarified the two options that the Board has:
  - 1. Appear as Supervisor and provide information only.
  - 2. Appear as in individual and provide advocacy.

# D. Election Education Series Part 1: Voter Registration and General Election Voting

Departments: Elections

(Queenie Barnard, Clerk-Recorder-Registrar) - In anticipation of the upcoming November 5, 2024, General Election, the Mono County Registrar will be presenting a two-part Election Education Series to the Board of Supervisors and public. Part 1 of the series will review Voter Registration and General Election Voting.

Action: None.

# Queenie Barnard, Clerk-Recorder-Registrar:

Presented item.

# E. Ad Hoc Committee Report out on Proposed Smoke-free Multi-Unit Housing Ordinance

Departments: Health and Human Services

(Michelle Raust, Health and Human Services Deputy Director; Lauren Kemmeter, Community Health Program Coordinator II) - On November 21, 2023, the Mono County Board of Supervisors appointed Supervisor Kreitz and Supervisor Salcido to the Board of Supervisors Ad Hoc Smoke-free Multi Unit Housing Committee to help shape a proposed ordinance to be brought back to the full Board for consideration. The Board will hear a report out from the Ad Hoc Committee and Health and Human Services staff on progress to date towards drafting a proposed ordinance, including the outcome of survey outreach conducted in the unincorporated areas of Mono County.

Action: None.

# Michelle Raust, Health and Human Services Deputy Director:

Presented item.

#### Note:

# **Wendy Sugimura, Community Development Director:**

• Discussion on code enforcement process.

# **Chris Beck, County Counsel:**

• Clarified the Mono County Code Chapter 7.

## **Supervisor Duggan:**

Discussion on clarifying the Mono County Code and process.

#### Chair Peters:

• Discussion on property rights for owners.

# **Supervisor Kreitz:**

- Discussion on the Ad Hoc preparing to achieve Smoke-free Multi-Unit Housing policy.
- In support.
- Directed staff to bring back an ordinance (with consideration of the discussion/concerns discussed today).

# Supervisor Salcido:

- Discussion on funding on tobacco control.
- In support.

# **Supervisor Gardner:**

• In support.

Moved to item #7h.

# F. Wildfire Mitigation Coordinator Update

Departments: Emergency Management

(Wendilyn Grasseschi, Wildfire Mitigation Coordinator) - A presentation about mitigation activities, prevention events, and Fire Wise recognized communities.

**Action:** Item tabled until 9/10 meeting.

# G. Discussion on the Cancellation of September 17, 2024, Regular Meeting of the Board of Supervisors

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Discussion to consider cancelling the September 17, 2024, Regular Meeting of the Board of Supervisors due to the Rural County Representatives of California (RCRC) Conference in Sonoma County.

**Action:** Provided staff direction to cancellation of the September 17, 2024, Regular Meeting of the Board of Supervisors.

# Sandra Moberly, County Administrative Officer:

Presented item.

#### Note:

• Confirmed that there isn't any time sensitive.

# **Board Consensus:**

All Board Members in favor of cancelling and directed staff to cancel meeting.

Moved to Board Reports.

# H. Pilot County Bridge Program

Departments: CAO

(Tyrone Grandstrand, Housing Opportunities Manager) - Discuss a pilot project to create a County Bridge Program modeled after the Town of Mammoth Lakes (TOML) Bridge Program. This initiative would purchase available single-family homes or condominiums within the unincorporated county, place qualified families in these homes, and sell them at a discounted price that they can afford. In exchange, a 55-year deed restriction would be placed on the property, keeping it affordable at the same Area Median Income (AMI) level if sold before the deed restriction expires.

**Action:** Approved a Pilot Mono County Bridge Program and Authorized the County Administrative Officer to execute and enter agreements up to \$500,000 for a home purchase for the Bridge Program.

Duggan moved; Gardner seconded

Vote: 5 yes, 0 no

M24-156

# Tyrone Grandstrand, Housing Opportunities Manager:

Presented item.

#### **Public Comment:**

# Paul McFarland:

In support of program.

## Elin Ljung:

In support of program.

# 8. CLOSED SESSION

Closed Session: 12:45 PM Reconvened: 2:03 PM

Supervisor Gardner left meeting: 2:03 PM Supervisor Salcido left meeting: 1:27 PM

No Report out of Closed Session. Moved to item #7f.

# A. Closed Session - Labor Negotiations

#### Note:

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

# **B. Closed Session - Initiation of Litigation**

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

# C. Closed Session - Public Employee Evaluation

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

# 9. BOARD MEMBER REPORTS

# Supervisor Duggan:

- 8/14 I traveled to Mojave to participate in Leaders Intent Meeting with GBUAPC staff
  and Governing Board Member Matt Kingsley, along with staff of LADWP and
  Commissioner George McGraw. It was a productive meeting establishing a renewed
  desire for both sides to work together to set goals that could limit litigation, increase
  tribal engagement, and protect communities from emissions and preserve the
  environment. The staff of each agency are now tasked with creating a framework for this
  proposed process that we can take to our respective boards for adoption.
- 8/15 I participated in RCRC's Environmental Services Joint Powers Authority (aka ESJPA) meeting via zoom. With the CA legislature finishing up their August session, many bills were being voted on that affect county funding and operations of solid waste environmental services. During that meeting we were notified that Mono was included in the 19 counties granted a10- yr. exemption for compliance to SB 1383 Organic Waste regulations, and then eligible for a 5yr extension after that. There are also micro grants available to small/rural county funds from the carpet and mattress industries. 10-15K for collections sites to cover the recycled materials prior to transfer.

# Supervisor Gardner:

- Last Thursday Aug. 15 I met with Aaron Wilcher and Keith Taylor from the University of California Cooperative Extension Program to discuss opportunities for expanded involvement with them in the Eastern Sierra. While we talked about several ideas, one of the most promising to me was a proposal to develop a civic education and leadership program for citizens in our communities.
- On Friday and Saturday, the 16th and 17th, I attended a Board Retreat for the Yosemite Gateway Partnership. We discussed the future for the organization and the role it could play in supporting Yosemite National Park and its Gateway Communities.

# Supervisor Kreitz:

#### Note:

DRAFT MEETING MINUTES August 20, 2024 Page 10 of 10

No report.
Chair Peters:
No report.
Supervisor Salcido:  No report.
ADJOURNED AT 2:08 PM.
ATTEST
JENNIFER KREITZ
CHAIR PRO-TEM OF THE BOARD
OUEFNIE DADNADD
QUEENIE BARNARD

**CLERK OF THE BOARD** 



# REGULAR AGENDA REQUEST

\_\_\_\_ Print

MEETING DATE October 1, 2024

**Departments: Public Works** 

TIME REQUIRED

SUBJECT Summary Vacation of Portions of

Glacier Drive and Beaver Run in Virginia Lakes, California

PERSONS APPEARING BEFORE THE BOARD

## AGENDA DESCRIPTION:

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

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

# **RECOMMENDED ACTION:**

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

# FISCAL IMPACT: None. CONTACT NAME: Sean Robison PHONE/EMAIL: (760)932-5445 / srobison@mono.ca.gov SEND COPIES TO: na MINUTE ORDER REQUESTED: YES NO

# **ATTACHMENTS:**

Cli	Click to download		
D	<u>Staff Report</u>		
D	RV24-001 Resolution		
D	Exhibit A		

Time	Who	Approval
9/18/2024 1:45 PM	County Counsel	Yes
9/24/2024 12:38 PM	Finance	Yes
9/25/2024 8:03 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: October 1, 2024

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

From: Sean Robison, Engineering Technician

**Re:** Resolution R24-Xx of The Mono County Board Of Supervisors for Summary Vacation

Of Portions Of Glacier Drive And Beaver Run In Virginia Lakes, Ca.

# **Background:**

In 1960, the Virginia Lakes Subdivision No. 2, MB2PG32, created Right-of-Way for Glacier Drive and Beaver Run. The portions of the Right-of-Way to be vacated are located in an avalanche zone debris field and were never developed.

The owner of the lots 35, 39, 40, 46 & 47 adjacent to the proposed Right-of-Way to be vacated has petitioned Mono County Public Works to vacate said Right-of-Way.

# Discussion:

Staff determined that the excess right-of-way is unnecessary for present and prospective public use because it will never be developed due to it being located in an avalanche zone. Staff proposes that the excess right-of-way be vacated via a Summary Vacation proceeding under the provisions of Part 3, Chapter 4 of the Streets and Highways Code, Section 8334(a) "Excess right-of-way". See a draft resolution attached with Exhibit A showing portions of Glacier Drive and Beaver Run to be vacated.

The proposed vacation is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14, section 15305 of the California Code of Regulations (the CEQA Guidelines), "Minor Alterations in Land Use Limitations."

Please contact Sean Robison at 932-5445, if you have any questions regarding this matter.

Respectfully submitted,

Sean Robison Engineering Technician

Attachments: Draft Resolution

Exhibit A - Road Vacation Map



# **R24-XX**

# A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS FOR SUMMARY VACATION OF PORTIONS OF GLACIER DRIVE AND BEAVER RUN IN VIRGINIA LAKES, CA.

WHEREAS, pursuant to the recommendation of the Public Works Department, this Board, in accordance with the summary procedures for vacating a street, highway, or service easement set forth in §§ 8330 et seq. of the Streets and Highways Code, considered whether to adopt a resolution vacating the forty (40) foot wide portions of Glacier Drive and Beaver Run abutting Lots 35, 39, 40, 46 & 47 in the Virginia Lakes Subdivision No. 2 in Virginia Lakes, CA.; and,

WHEREAS, on March 10, 1960, the Mono County Board of Supervisors approved the Virginia Lakes Subdivision No. 2 in Virginia Lakes, CA which was duly recorded in Map Book 2, Page 32 in the office of the Mono County Recorder; and,

**WHEREAS,** it is the Mono County Public Works's determination that the Right-of-Way is located in an avalanche zone and was never developed; and,

**WHEREAS,** The Glacier Drive and Beaver Run dedications have not been accepted by the Board and the County has not performed any work, maintained, or otherwise expended public monies on Glacier Drive and Beaver Run; and,

**WHEREAS**, those portions of Glacier Drive and Beaver Run as shown on Exhibit A have not been passable for vehicular travel for a period of at least five years; and

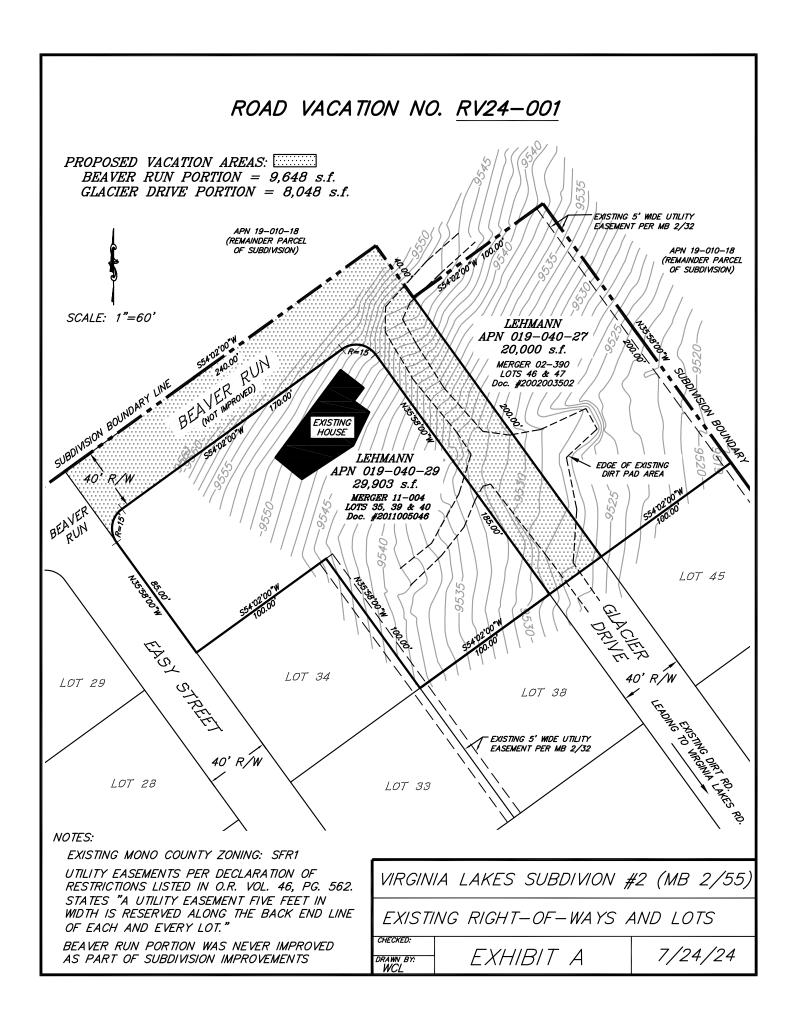
**WHEREAS**, the current owner of the lots adjacent said Right-of-Way has petitioned Mono County to vacate said Right-of-Way;

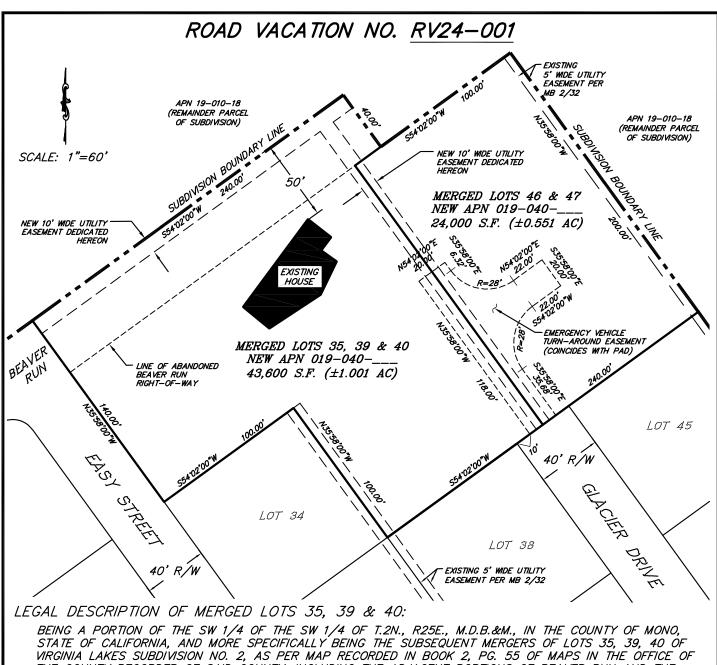
# NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

**SECTION ONE**: The Board of Supervisors hereby finds that the portions of Glacier Drive and Beaver Run, shown in Exhibit A:

- were never constructed, maintained or included on the County's official "Maintained Mileage";
- have not been passable for vehicular travel for at least five years (Streets & Highways Code § 8331);
- are an excess right-of-way of a street or highway not required for street or highway purposes (Streets & Highways Code § 8334);

2	<ul> <li>are portions of a street or highway that lies within property under one ownershing and do not continue through such ownership or end touching the property of another (Streets &amp; Highways Code § 8334);</li> </ul>		
3 4	<ul> <li>no public money was expended for maintenance (Streets &amp; Highways Code § 8331); and</li> </ul>		
5	for these reasons, it is prudent and reasonable for the County to vacate the portions of Glacier Drive and Beaver Run.		
6	CECTION TWO. Family and a superson of the Company o		
7 8	<b>SECTION TWO:</b> For these reasons and pursuant to Streets and Highways Code § 8330 et seq. Mono County hereby vacates the Frontage as shown on Exhibit A, Mono County, California, and from and after the date this resolution is recorded, the vacated portions of Glacie		
	Drive and Beaver Run no longer constitute a street		
9	<b>SECTION THREE</b> : The Clerk of the Board is directed to record a certified copy of this resolution as provided in Streets and Highways Code § 8336.		
1	<b>SECTION FOUR</b> : This Board finds that the summary vacation of the portions of		
12	Glacier Drive and Beaver Run is exempt from CEQA review because it can be seen with		
13	certainty that there is no possibility that this action may have a significant effect on the		
14	environment (14 CCR § 15061); consequently, this Board finds that its adoption of this resolution is categorically exempt from further review under the California Environmental		
15	Quality Act (CEQA) pursuant to the Class 1 exemption for "Minor Alterations in Land Use		
6	Limitations" (14 CCR §§ 15305), and directs the Public Works Department to post a notice of this finding in accordance with CEQA.		
7	<b>PASSED, APPROVED</b> and <b>ADOPTED</b> this X <sup>th</sup> day of XXXXXX 2024, by the following vote, to wit:		
l8 l9	AYES:		
20	NOES:		
21	ABSENT:		
22	ABSTAIN:		
23			
24			
25			
26	John Peters, Chair		
27	Mono County Board of Supervisors		
	ATTEST: APPROVED AS TO FORM:		
28	ATTEST. AFTROVED AS TO FORM.		
29			
30			
31 32	Clerk of the Board County Counsel		





THE COUNTY RECORDER OF SAID COUNTY, INCLUDING THE ADJACENT PORTIONS OF BEAVER RUN AND THE WESTERN HALF OF GLACIER DRIVE VACATED PER ROAD VACATION NO. RV24-001, CONTAINING 1.001 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF MERGED LOTS 46 & 47:

BEING A PORTION OF THE SW 1/4 OF THE SW 1/4 OF T.2N., R25E., M.D.B.&M., IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AND MORE SPECIFICALLY BEING THE SUBSEQUENT MERGERS OF LOTS 46 & 47 OF VIRGINIA LAKES SUBDIVISION NO. 2, AS PER MAP RECORDED IN BOOK 2, PG. 55 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDING THE ADJACENT PORTION OF THE EASTERN HALF OF GLACIER DRIVE VACATED PER ROAD VACATION NO. RV24-001, CONTAINING 0.551 ACRES MORE OR LESS.

# *NOTES:*

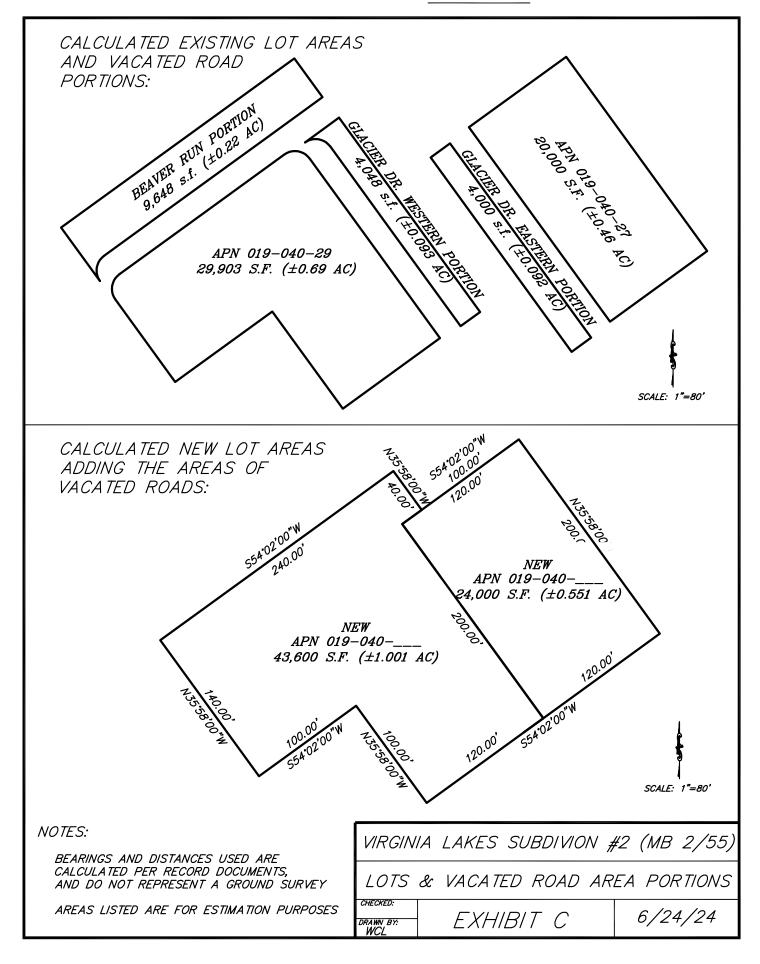
EMERGENCY VEHICLE TURN-AROUND EASEMENT DEDICATED TO THE PUBLIC AS SHOWN HEREON. 10' WIDE UTILITY EASEMENTS DEDICATED

HEREON ALONG CENTERLINE OF GLACIER DRIVE AND ALONG NORTHWEST PROPERTY LINE.

CURRENTLY NO UTILITIES EXIST WITHIN EASEMENT AREAS SHOWN EXCEPT FOR WATER SERVICE LINE RUNNING ALONG CENTERLINE OF GLACIER DRIVE.

VIRGINIA LAKES SUBDIVION #2 (MB 2/55)			
LOTS	WITH VACATED ROAD	PORTIONS	
CHECKED:  DRAWN BY:	EXHIBIT B	6/24/24	

# ROAD VACATION NO. RV24-001





# REGULAR AGENDA REQUEST

Print

MEETING DATE October 1, 2024

**Departments: Health and Human Services** 

TIME REQUIRED

SUBJECT California Reportable Disease

Information Exchange (CalREDIE) and California Connected (CalCONNECT) Data Use and Disclosure Agreements

PERSONS APPEARING BEFORE THE BOARD

# **AGENDA DESCRIPTION:**

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

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

# **RECOMMENDED ACTION:**

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

FISCAL IMPACT: None.	
CONTACT NAME: Emily Janoff  PHONE/EMAIL: 760-924-1830 / ejanoff@mono.ca.gov	
SEND COPIES TO: Kathy Peterson, Michelle Raust, Emily Janoff, Stephanie Butters	
MINUTE ORDER REQUESTED:  ▼ YES □ NO	
ATTACHMENTS:	
Click to download	
D Staff Report	

<u>CalREDIE Data Use and Disclosure Agreement</u>

☐ CalCONNECT Data Use and Disclosure Agreement

# History

Time	Who	Approval
9/18/2024 1:42 PM	County Counsel	Yes
9/24/2024 12:49 PM	Finance	Yes
9/24/2024 3:38 PM	County Administrative Office	Yes



# MONO COUNTY HEALTH AND HUMAN SERVICES Public Health Division

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

DATE: October 1, 2024

TO: Mono County Board of Supervisors

FROM: Kathryn Peterson, Director of Health and Human Services

SUBJECT: California Reportable Disease Information Exchange (CalREDIE) and California

Connected (CalCONNECT) Data Use and Disclosure Agreements

The California Department of Public Health (CDPH) requires the County to enter into System Data Use and Disclosure Agreements in order to utilize the California CalREDIE and CalCONNECT systems. The agreements set forth information privacy and security requirements that both Mono County Health and Human Services and the California Department of Public Health are obligated to follow with respect to data collected or created within the CalREDIE and CalConnect systems.

The California Reportable Disease Information Exchange (CalREDIE) System is a system of applications that encompasses the core surveillance and reporting application, electronic laboratory reporting (ELR) application, ELR message handling application, provider reporting application, alerting and notification application, Data Warehouse (DW), and Data Distribution Portal (DDP) that the CDPH has implemented for web-based disease reporting and surveillance. The purpose of this application is to improve the efficiency of surveillance activities and the early detection of public health events through the collection of more complete and timely surveillance information on a statewide basis. CalREDIE is a secure, web-based electronic solution for health care providers to report cases of conditions of public health interest; and for laboratories to report laboratory reports for notifiable conditions to LHDs and the CDPH, and for LHDs to report conditions to CDPH. CalREDIE is an integral part of the overall California public health emergency preparedness and response strategy where completion and implementation of CalREDIE allows for 24/7/365 reporting and receipt of notifiable conditions. LHDs and CDPH have access to disease and laboratory reports in near real-time for disease surveillance, public health investigation, and case management activities. CalREDIE is the system of record for communicable disease surveillance data within California.

The California Connected (CalCONNECT) System is an online database that maintains information, originally collected by local health department or CDPH staff or their agents, related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions. It was initially established in response

to the 2020 worldwide outbreak of COVID-19; and has since been expanded for use to collect information on any Contagious, Infectious, Communicable or Reportable Diseases and Conditions that CDPH wishes to take measures as necessary on to ascertain the nature of the disease and prevent its spread. The purpose of this database is to improve the efficiency of disease surveillance and response activities and the early detection of public health events through the collection of more complete and timely surveillance information on a state-wide basis. CalCONNECT is a secure, web-based electronic solution for state departments and local health departments to maintain information to allow them to interview Cases and Contacts, identify the individuals they have interacted with collect their conditions and symptoms and notify those contacts to evaluate whether they need to isolate or quarantine or whether any additional measures are necessary or appropriate. CalCONNECT is an integral part of the overall California public health response strategy to Contagious, Infectious, Communicable or Reportable Diseases and Conditions as a database resource to adequately implement statewide contact tracing through both state departments and local health departments.





# **CalREDIE System Data Use And Disclosure Agreement**

This California Reportable Disease Information Exchange (CaIREDIE) System Data Use And Disclosure Agreement ("Agreement") sets forth the information privacy and security requirements that the Department of Public Health ("Participant"), and the California Department of Public Health ("CDPH") are obligated to follow with respect to all CaIREDIE Data (as defined herein) collected or created within the CaIREDIE System. By entering into this Agreement, CDPH and Participant agree to protect the privacy and provide for the security of all CaIREDIE Data in compliance with all state and federal laws applicable to the CaIREDIE Data. Permission to receive, use and disclose CaIREDIE Data requires execution of this Agreement that describes the terms, conditions, and limitations of Participant's collection, use, and disclosure of the CaIREDIE Data.

- I. <u>Supersession</u>: This Agreement supersedes any prior CalREDIE Agreement between CDPH and Participant.
- II. <u>Definitions</u>: For purposes of this Agreement, the following definitions shall apply:

# **A.** Breach: "Breach" means:

- 1. the acquisition, access, use, or disclosure of CalREDIE Data in violation of any state or federal law or in a manner not permitted under this Agreement that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals;
- 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f). The "system" referenced in Civil Code section 1798.29 shall be interpreted for purposes of this Agreement to reference the California Reportable Disease Information Exchange (CalREDIE) System, only.
- **B.** California Reportable Disease Information Exchange (CalREDIE) System Data: "California Reportable Disease Information Exchange (CalREDIE) System Data" means data in the state-wide reportable disease database supported and maintained by CDPH including demographic, epidemiologic (including clinical information, risk factor information, and laboratory test result information), and administrative information on reportable diseases collected for the purposes of case investigation, disease prevention, and surveillance.
  - **1.** CalREDIE Data specifically includes information contained in or derived from the following:
    - **a.** Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations (CCR) sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.





- **b.** Laboratory Test and Result information required by Title 17 of the CCR sections 2505 and 2641.5 2643.20.
- c. Communicable Disease Control Report Forms (required for specific diseases and conditions that are mandated by state laws and regulations to be reported by healthcare providers and laboratories to local health officers).
- **2.** CalREDIE Data specifically excludes the following information:

# a. [Reserved.]

- **C.** <u>Disclosure</u>: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information.
- **D.** <u>Security Incident</u>: "Security Incident" means:
  - 1. an attempted breach;
  - the attempted or successful modification or destruction of CalREDIE Data in the California Reportable Disease Information Exchange (CalREDIE) System, in violation of any state or federal law or in a manner not permitted under this Agreement; or
  - 3. the attempted or successful modification or destruction of, or interference with, system operations in the California Reportable Disease Information Exchange (CalREDIE) System that negatively impacts the confidentiality, availability or integrity of CalREDIE Data, or hinders or makes impossible the receipt, collection, creation, storage, transmission or use of CalREDIE Data in the CalREDIE System.
- **E.** <u>Use</u>: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- **F.** <u>Workforce Member</u>: "Workforce Member" means an employee, volunteer, trainee, or other person whose conduct, in the performance of work for Participant, is under the direct control of Participant, whether or not they are paid by the Participant.
- G. [Reserved.]
- III. <u>Background and Purpose</u>: The California Reportable Disease Information Exchange (CalREDIE) System is a system of applications that encompasses the core surveillance and reporting application, electronic laboratory reporting (ELR) application, ELR message handling application, provider reporting application, alerting and notification application, Data Warehouse (DW), and Data Distribution Portal (DDP) that the CDPH has implemented for web-based disease reporting and surveillance. The purpose of this application is to improve the efficiency of surveillance activities and the early detection of public health events through the collection of more complete and timely surveillance information on a statewide basis. CalREDIE is a secure, web-based electronic solution





for health care providers to report cases of conditions of public health interest; and for laboratories to report laboratory reports for notifiable conditions to LHDs and the CDPH, and for LHDs to report conditions to CDPH. CalREDIE is an integral part of the overall California public health emergency preparedness and response strategy where completion and implementation of CalREDIE allows for 24/7/365 reporting and receipt of notifiable conditions. LHDs and CDPH have access to disease and laboratory reports in near real-time for disease surveillance, public health investigation, and case management activities. CalREDIE is the system of record for communicable disease surveillance data within California.

- IV. <u>Legal Authority for Collection, Use and Disclosure of CalREDIE Data</u>: The legal authority for CDPH and Participant to collect, use and disclose CalREDIE Data is set forth in Attachment A, which is made part of this Agreement by this reference.
- V. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Authority:
  - A. CDPH and CalREDIE HIPAA Status: CDPH is a "hybrid entity" for purposes of applicability of the federal regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule") (45 C.F.R. Parts 160, 162, and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§ 1320d 1320d-8) (as amended by Subtitle D Privacy, of the Health Information Technology for Economic and Clinical Health (HITECH) Act (Pub. L. 111–5, 123 Stat. 265–66)). The CalREDIE System has not been designated by the CDPH as, and is not, one of the HIPAA-covered "health care components" of CDPH. (45 C.F.R. §164.103.) The legal basis for this determination is as follows:
    - 1. The CalREDIE System is not a component of CDPH that would meet the definition of a covered entity or business associate if it were a separate legal entity. (45 C.F.R. §§164.105(a)(2)(iii)(D); 160.103 (definition of "covered entity").) And
    - 2. The HIPAA Privacy Rule creates a special rule for a subset of public health activities whereby HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A.]
  - **B.** Parties Are "Public Health Authorities": CDPH and Participant are each a "public health authority" as that term is defined in the Privacy Rule. (45 C.F.R. §§ 164.501; 164.512(b)(1)(i).)
  - C. CalREDIE Data Use and Disclosure Permitted by HIPAA: To the extent a disclosure or use of CalREDIE Data may also be considered a disclosure or use of "Protected Health Information" (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such CalREDIE Data disclosure and/or use by CDPH and Participant, without the consent or authorization of the individual who is the subject of the PHI:





- 1. HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A];
- 2. A covered entity may disclose PHI to a "public health authority" carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b).);
- 3. A covered entity may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law." (45 C.F.R. §§ 164.502 (a)(1), 164.512(a)(1).); and
- **4.** Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific CalREDIE Data uses and disclosures.
- D. No HIPAA Business Associate Agreement or Relationship Between CDPH and Participant: This Agreement and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to 45 C.F.R. § 160.103 (definition of "business associate"). The basis for this determination is 45 C.F.R. § 160.203(c) (see, also, [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A]. Accordingly, this Agreement is not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between CDPH and Participant. By the execution of this Agreement, CDPH and Participant expressly disclaim the existence of any business associate relationship.
- VI. <u>Permitted Disclosures</u>: The Participant and its workforce members and agents, shall safeguard the CalREDIE Data to which they have access to from unauthorized disclosure. The Participant, and its workforce members and agents, shall not disclose any CalREDIE Data for any purpose other than carrying out the Participant's obligations under the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law.
- VII. Permitted Use: The Participant, and its workforce members and agents, shall safeguard the CalREDIE Data to which they have access to from unauthorized use. The Participant, and its workforce members and agents, shall not use any CalREDIE Data for any purpose other than carrying out the Participant's obligations under the statutes and regulations set forth in Attachment A or as otherwise allowed or required by state or federal law.
- VIII. Restricted Disclosures and Uses:

# A. [Reserved.]

IX. <u>Safeguards</u>: Participant shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CalREDIE Data. The Participant shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Participant's operations and the nature and scope of its activities in





performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section X, Security, below. Participant shall provide CDPH with Participant's current and updated policies.

- X. <u>Security</u>: The Participant shall take all steps necessary to ensure the continuous security of all computerized data systems containing CalREDIE Data. These steps shall include, at a minimum:
  - A. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, and/or NIST 800-53 (version 4 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and
  - **B.** in case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CalREDIE Data from breaches and security incidents.
- XI. <u>Security Officer</u>: The Participant shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement. Such designation is set forth in Attachment B, which is made a part of this Agreement by this reference.
- XII. <u>Training</u>: The Participant shall provide training on its obligations under this Agreement, at its own expense, to all of its workforce members who assist in the performance of Participant's obligations under this Agreement, or otherwise use or disclose CalREDIE Data.
  - **A.** The Participant shall require each workforce member who receives training to receive and sign a certification, indicating the workforce member's name and the date on which the training was completed.
  - **B.** The Participant shall retain each workforce member's written certifications for CDPH inspection for a period of three years following contract termination.
- **XIII.** <u>Workforce member Discipline</u>: Participant shall discipline such workforce members who intentionally violate any provisions of this Agreement, including, if warranted, by termination of employment.
- XIV. Participant Breach and Security Incident Responsibilities:
  - A. Notification to CDPH of Breach or Security Incident: The Participant shall notify CDPH immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CalREDIE Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IT Service Desk at the telephone numbers listed in Section XIV(G) below. For purposes of this Section, breaches and security incidents shall be treated





as discovered by Participant as of the first day on which such breach or security incident is known to the Participant, or, by exercising reasonable diligence would have been known to the Participant. Participant shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of the Participant.

# Participant shall take:

- 1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the CalREDIE System operating environment; and
- **2.** any action pertaining to a breach required by applicable federal or state laws, including, specifically, California Civil Code section 1798.29.
- **B.** <u>Investigation of Breach</u>: The Participant shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
  - what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached: and
  - 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CalREDIE Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CalREDIE Data, or to whom it is known (or reasonably believed) to have had the CalREDIE Data improperly disclosed to them; and
  - **3.** a description of where the CalREDIE Data is known or believed to have been improperly used or disclosed; and
  - 4. a description of the known or probable causes of the breach or security incident; and
  - **5.** whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Participant shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- **D.** Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Participant is considered only





a custodian and/or non-owner of the CalREDIE Data, Participant shall, at its sole expense, and at the sole election of CDPH, either:

- 1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve, in writing, the time, manner and content of any such notifications, prior to the transmission of such notifications to the individual(s); or
- 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- **E.** Submission of Sample Notification to California Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, Participant shall, at its sole expense, and at the sole election of CDPH, either:
  - electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the California Attorney General pursuant to the format., content and timeliness provisions of Section 1798.29, subdivision (e). Participant shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  - 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the California Attorney General.
- **F.** Public Statements: Participant shall cooperate with CDPH in developing content for any public statements regarding Breaches or Security Incidents related to Participant and shall not provide any public statements without the express written permission of CDPH. Requests for public statement(s) by any non-party about a breach or security incidents shall be directed to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below.
- **G.** <u>CDPH Contact Information</u>: To direct communications to the above referenced CDPH staff, the Participant shall initiate contact as indicated below. CDPH reserves the right to make changes to the contact information by giving written notice to the Participant. Said changes shall not require an amendment to this Agreement.

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CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
CalREDIE Help Desk	Privacy Officer	Chief Information
California Department of	Privacy Office,	Security Officer
Public Health	c/o Office of Legal Services	Information Security Office
Division of Communicable Disease Control	California Department of Public Health	California Department of Public Health
Communicable Disease	1415 L Street, Suite 500	P.O. Box 997413, MS 6300
Emergency Response Program	Sacramento, CA 95814	Sacramento, CA 95899-7413
CalREDIE Help Desk	Sacramento, CA 93014	Sacramento, CA 93099-7413
P.O. Box 997377, MS 7325	Email: <u>privacy@cdph.ca.gov</u>	
Sacramento, CA 95899-7377	Telephone: (877) 421-9634	Email:
California Department of		cdph.infosecurityoffice@cdph.ca.gov
Public Health		Telephone: IT Service Desk
		(916) 440-7000 or
Email:		(800) 579-0874
CalREDIEHelp@cdph.ca.gov		
Telephone: (866) 866-1428		





- XV. CDPH Breach and Security Incident Responsibilities: CDPH shall notify Participant immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement) that involves CalREDIE Data that was created or collected by Participant in the CalREDIE System. Notification shall be provided by CDPH to the Participant Representative, using the contact information listed in Attachment B, which is made a part of this Agreement by this reference. For purposes of this Section, breaches and security incidents shall be treated as discovered by CDPH as of the first day on which such breach or security incident is known to CDPH, or, by exercising reasonable diligence would have been known to CDPH. CDPH shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of CDPH.
  - A. Participant Contact Information: To direct communications to the Participant's breach/security incident response staff, CDPH shall initiate contact as indicated by Participant in Attachment B. Participant's contact information must be provided to CDPH prior to execution of this Agreement. Participant reserves the right to make changes to the contact information in Attachment B. Said changes shall not require an amendment to this Agreement.
- XVI. Compliance with California Health and safety Code Section 121022(h): CDPH and Participant shall comply, when required, with California Health and safety Code Section 121022, subdivision (h), which provides as follows: "Any potential or actual breach of confidentiality of HIV-related public health records shall be investigated by the local health officer, in coordination with the department, when appropriate. The local health officer shall immediately report any evidence of an actual breach of confidentiality of HIV-related public health records at a city or county level to the department and the appropriate law enforcement agency. The department shall investigate any potential or actual breach of confidentiality of HIV-related public health records at the state level, and shall report any evidence of such a breach of confidentiality to an appropriate law enforcement agency."
- **XVII.** Indemnification: Each party hereby agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys' fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Participant or CDPH, its officers, workforce members or agents relative to the CalREDIE Data, including, without limitation, any violations of Participant's or CDPH's responsibilities under this Agreement.
- XVIII. Term of Agreement: Unless otherwise terminated earlier in accordance with the provisions set forth herein, this Agreement shall remain in effect for three (3) years after the latest signature date in the signature block below. After three (3) years, this Agreement will expire without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days advanced notice. CDPH may also terminate this Agreement pursuant to Section XIX, below.





# XIX. Termination for Cause:

- **A.** <u>Termination Upon Breach</u>: A breach by either party of any provision of this Agreement, as determined by CDPH or Participant, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreement by CDPH or Participant. At its sole discretion, CDPH or Participant may give the breaching party 30 days to cure the breach.
- **B.** <u>Judicial or Administrative Proceedings</u>: CDPH and Participant shall notify the other party if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH or Participant may terminate the Agreement if the other party is found guilty of a criminal violation related to a violation of this Agreement. CDPH or Participant may terminate the Agreement if a finding or stipulation that the other party has violated any security or privacy laws is made in any administrative or civil proceeding in which the other party is a party or has been joined.
- XX. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CalREDIE Data. Upon CDPH's request, Participant agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:
  - **A.** Participant does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this Section, or
  - **B.** Participant does not enter into an amendment providing assurances regarding the safeguarding of CalREDIE Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CalREDIE Data.
- **XXI.** Assistance in Litigation or Administrative Proceedings: Each party shall make itself and any workforce members or agents assisting in the performance of obligations under this Agreement available to the other party at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced based upon claimed violation of laws relating to security and privacy, which involve inactions or actions by CDPH or Participant, except where CDPH and Participant or their workforce members or agents are a named adverse party.
- XXII. <u>Disclaimer</u>: CDPH makes no warranty or representation that compliance by Participant with this Agreement will be adequate or satisfactory for Participant's own purposes or that any information in Participant's possession or control, or transmitted or received by Participant, is or will be secure from unauthorized use or disclosure. Participant is solely responsible for all decisions made by Participant regarding the safeguarding of CalREDIE Data.
- **XXIII.** <u>Transfer of Rights</u>: Participant has no right and shall not delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.





- **XXIV.** <u>No Third-Party Beneficiaries</u>: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant, any rights, remedies, obligations or liabilities whatsoever.
- **XXV.** <u>Interpretation</u>: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws.
- **XXVI.** Survival: The respective rights and obligations of Participant under Sections VII, IX, XIV, and XVII of this Agreement shall survive the termination or expiration of this Agreement.
- **XXVII.** Attachments: The parties mutually agree that the following specified Attachments are part of this Agreement:
  - **A.** Attachment A: State Law Authority for: (1) Use and Disclosure of CalREDIE Data; and, (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).
  - **B.** Attachment B: Participant Contact Information.
- **XXVIII.** Entire Agreement: This Agreement, including all attachments, constitutes the entire agreement between CDPH and Participant. Any and all modifications of this Agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- **XXIX.** Severability: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.
- XXX. Choice of Law and Venue: The laws of the state of California will govern any dispute from or relating to this Agreement. The parties submit to the exclusive jurisdiction of the state of California and federal courts for or in Sacramento and agree that any legal action or proceeding relating to the Agreement may only be brought in those courts.





#### XXXI. <u>Signatures</u>:

## IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:

On behalf of the **Participant**, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name (Print)	Name (Sign)	
Title [Health Officer (or other authorized official)]	Date	
Department of Public H County/City Name (Print)	ealth	
On behalf of the <b>Department of Public Health</b> , the undersigned individual(s) hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.		
James Watt, M.D., M.P.H. Chief, Division of Communicable Disease Control California Department of Public Health	Date	





#### Attachment A

#### State Law Authority for:

- (1) Use and Disclosure of CalREDIE Data; and,
- (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c).

#### General Authority:

- 1) Information Practices Act
  - a. CA Civil Code section 1798.24(e) An agency shall not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the information is disclosed, as follows: (e) To a person, or to another agency where the transfer is necessary for the transferee agency to perform its constitutional or statutory duties, and the use is compatible with a purpose for which the information was collected and the use or transfer is accounted for in accordance with Section 1798.25. With respect to information transferred from a law enforcement or regulatory agency, or information transferred to another law enforcement or regulatory agency, a use is compatible if the use of the information requested is needed in an investigation of unlawful activity under the jurisdiction of the requesting agency or for licensing, certification, or regulatory purposes by that agency.

#### Specific Authority:

- 1) Functions and Duties of the Department of Public Health, Reportable Diseases and Conditions from Providers and Labs
  - a. California Health and Safety Code section 120130
    - i. Subdivision (a): The department shall establish a list of reportable diseases and conditions. For each reportable disease and condition, the department shall specify the timeliness requirements related to the reporting of each disease and condition, and the mechanisms required for, and the content to be included in, reports made pursuant to this section...Those diseases listed as reportable shall be properly reported as required to the department by the health officer.
    - ii. Subdivision (g): Commencing July 1, 2009, or within one year of the establishment of a state electronic laboratory reporting system, whichever is later, a report generated pursuant to this section, or Section 121022, by a laboratory shall be submitted electronically in a manner specified by the department. The department shall allow laboratories that receive incomplete patient information to report the name of the provider who submitted the request to the local health officer.
  - b. California Code of Regulations. Title 17. Public Health Division 1. State Department of Health Services Chapter 4. Preventive Medical Service
    - i. Article 1 Reporting:
      - Section 2500: Provider Reporting of Diseases and Conditions to the Local Health Officer and Confidentiality of Reports
      - 2. Section 2501: Investigation of a Reported Case, Unusual Disease, or Outbreak of Disease
      - 3. Section 2502: Reports by Local Health Officer to State Department of Public Health.
      - 4. Section 2505: Notification of Diseases and Conditions by Laboratories





- 2) HIV Specific Laws related to Reporting, Surveillance Sharing and Confidentiality, Penalties for Disclosure:
  - a. Health and Safety Code section 121022, HIV Reporting by Providers and Labs
  - b. Health and Safety Code section 121023, Lab Reporting of CD4+ T-Cell test results
  - c. Health and Safety Code section 121025 (b) disclosure of HIV records between state and local public health agencies for when the confidential information is necessary to carry out the duties of the agency in the investigation, control, or surveillance of disease, as determined by the state or local public health agency.
  - d. California Code of Regulations. Title 17. Public Health Division 1. State Department of Health Services Chapter 4. Preventive Medical Service
    - i. Article 3.5, Reporting of HIV, Subarticle 1 and Subarticle 4, Sections: 2641.5-2643.20
  - e. California HIV/AIDS-Specific Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosures (this list is not comprehensive):
    - i. All HIV/AIDS case reports and any HIV/AIDS related information collected or maintained by CDPH (or its agents or contractors) or a local health department or agency (or its agent or contractors), that may directly or indirectly identify an individual are considered confidential public health record(s) under California Health and Safety Code (HSC) section 121035(c) and must be handled with the utmost confidentiality.
    - ii. HSC section 121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third-party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her quardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC section 121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC 121025(e)(2). Any willfully, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, psychological harm to a person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs [HSC section 121025(e)(3)]. Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach IHSC section 121025(e)(4)]. Each disclosure in violation of California law is a separate. actionable offense [HSC section 121025(e)(5)].





#### Attachment B

## Participant Contact Information

The following contact information must be provided prior to execution of this Agreement.

Participant Program Manager	Participant Privacy Officer	Participant Chief Information Security Officer (and IT Service Desk Telephone)
Name: Kathy Peterson	Name: Cathy Young	Name: Mike Martinez
Address:	Address:	Address:
1290 Tavern Rd	1290 Tavern Rd	1290 Tavern Rd
Mammoth Lakes, CA 93546	Mammoth Lakes, CA 93546	Mammoth Lakes, CA 93546
Email: kpeterson@mono.ca.gov	Email: cyoung@mono.ca.gov	Email:mmartinez@mono.ca.gov
Telephone: 760-924-1770	Telephone: 760-924-1780	Telephone: (760) 924-1819
		IT Service Desk Telephone:
		(760) 932-5500

# CalCONNECT System for California Connected Data Use and Disclosure Agreement

This CalCONNECT System ("CalCONNECT") Data Use and Disclosure Agreement ("Agreement") for the California Connected Program sets forth the information privacy and security requirements that ("Participant"), and the California Department of Public Health ("CDPH") are obligated to follow with respect to all CalCONNECT Data (as defined herein) collected or created within the CalCONNECT System. Participant will have access to the CalCONNECT System managed by CDPH and will use it for surveillance and control of Contagious, Infectious, Communicable or Reportable Diseases and Conditions (as defined herein) in

By entering into this Agreement, CDPH and Participant agree to protect the privacy and provide for the security of all CalCONNECT Data in compliance with all state and federal laws applicable to the CalCONNECT Data. Permission to receive, use and disclose CalCONNECT Data requires execution of this Agreement that describes the terms, conditions, and limitations of Participant's collection, use, and disclosure of the CalCONNECT Data.

- **I.** <u>Supersession</u>: This Agreement supersedes any prior CalCONNECT Agreement between CDPH and Participant.
- **II.** <u>Definitions</u>: For purposes of this Agreement, the following definitions shall apply:
  - A. Breach: "Breach" means:
    - 1. the acquisition, access, use, or disclosure of CalCONNECT Data in violation of any state or federal law or in a manner not permitted under this Agreement that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
    - 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f). The "system" referenced in Civil Code section 1798.29 shall be interpreted for purposes of this Agreement to reference the CalCONNECT System only.
  - **B.** CalCONNECT System Data: "CalCONNECT System Data" means data in the CalCONNECT System including demographic, epidemiologic (including clinical information, risk factor information, exposure information, information on Cases and Contacts, inclusive of long term conditions which they may be experiencing and laboratory test result information), as well as administrative information on Contagious, Infectious, Communicable or Reportable Diseases and Conditions collected for contact tracing, case investigation, and for examining the causes of the communicable diseases and conditions, to ascertain the nature of the disease or condition and to prevent its spread.

- **1.** CalCONNECT Data specifically includes information contained in or derived from the following:
  - **a.** California Reportable Disease Information Exchange (CalREDIE) System, which includes:
    - Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations CCR sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.
    - ii. Laboratory Test and Result information required by Title17 of the CCR sections 2505 and 2641.5 2643.20.
    - iii. Communicable Disease Control Report Forms (requiredfor specific diseases and conditions that are mandated by state laws and regulations to be reported by healthcare providers and laboratories to local healthofficers), including cases of the Contagious, Infectious, Communicable or Reportable Diseases and Conditions.
  - **b.** California Connected Activities, may include:
    - i. Demographic data of Cases and Contacts;
    - ii. Information obtained through interviews with Cases and Contacts, including but not limited to, self-reported health information, long term symptoms, demographic information, location and location history information, risk factor information, laboratory test results, and other personal information as defined by Civil Code section 1798.3; and
    - iii. Records of communications with Cases and Contacts which contain personal informationas defined by Civil Code section 1798.3, including but not limited to, phone call recordings, SMS (text) messages, call logs, and tracking sheets.
- **2.** CalCONNECT Data specifically excludes the following information:
  - a. Mental Health Information unrelated to the Contagious, Infectious, Communicable or Reportable Diseases and Conditions being monitored;
  - b. California Supplemental Pay Sick Leave ("CSPSL") aka ("Backpay");
  - **c.** Sincerely held religious beliefs, practices, or observances which include moral or ethical beliefs, and

- **d.** Political, sociological, or philosophical views affiliated with any individual.
- C. <u>California Connected</u>: "California Connected" means the State of California program launched in May 2020 for Contact Tracing, Communicable or Reportable Disease surveillance and response, which was expanded to include Contagious, Infectious, Communicable or Reportable Diseases and Conditions and public awareness related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions.
- **D.** "Contagious, Infectious, Communicable or Reportable Diseases and Conditions" means:
  - 1. the same definition as set forth in Title 17 of the CCR section 2500 subsection (8), "... an illness due to a specific microbiological or parasitic agent or its toxic products which arises through transmission of that agent or its products from an infected person, animal, or inanimate reservoir to a susceptible host, either directly or indirectly through an intermediate plant or animal host, vector, or the inanimate environment:"
  - 2. the diseases listed in Title 17 of the CCR section 2502 subsection (b);
  - 3. the reportable conditions listed in Title 17 of the CCR section 2505 which requires labs to report laboratory testing results, including molecular and pathologic results, suggestive of diseases of public health importance; and
  - 4. Contagious, Infectious, Communicable or Reportable diseases and conditions indicated by a local health officer to CDPH, for which CDPH has determined will qualify under this category, permitting CDPH to take measures as necessary to ascertain the nature of the disease or condition and prevent its spread under HSC section 120140.
- **E.** Contact Tracing: "Contact Tracing" means the process of tracking Contagious, Infectious, Communicable or Reportable Diseases and Conditions as it spreads from person to person with the goal of halting transmission.
- **F.** <u>Cases:</u> "Cases" means persons with a suspected or confirmed case, or a person who has been exposed to an animal with a suspected or confirmed case of a Contagious, Infectious, Communicable or Reportable Diseases and Conditions under investigation in California.
- **G.** <u>Contacts</u>: "Contacts" means persons in California who may have been in contact with, interacted with or were otherwise exposed to a Case.
- **H.** <u>Disclosure</u>: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information obtained from the CalCONNECT system, related to any individual containing Personal Identifying Information ("PII") or Protected Health Information ("PHI").
- **I.** <u>Security Incident</u>: "Security Incident" means:

- 1. an attempted breach;
- 2. the attempted or successful modification or destruction of CalCONNECT Datain the CalCONNECT System, in violation of any state or federal law or in a manner not permitted under this Agreement; or
- 3. the attempted or successful modification or destruction of, or interference with, system operations in the CalCONNECT System that negatively impacts the confidentiality, availability or integrity of CalCONNECT Data, or hinders or makes impossible the receipt, collection, creation, storage, transmission or use of CalCONNECT Data in the CalCONNECT System.
- **J.** <u>Use</u>: "Use" means the sharing, employment, application, utilization, examination, or analysis of information for any purposes including publication. Please note this list is not exhaustive.
- **K.** <u>Workforce Member</u>: "Workforce Member" means an employee, volunteer, trainee, or other person whose conduct, in the performance of work for Participant, is under the direct control of Participant, whether or not they are paid by the Participant.

#### **L.** [Reserved.]

- III. Background and Purpose: The CalCONNECT System is an online database that maintains information, originally collected by local health department or CDPH staff or their agents, related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions. It was initially established in response to the 2020 worldwide outbreak of COVID-19; and has since been expanded for use to collect information on any Contagious, Infectious, Communicable or Reportable Diseases and Conditions that CDPH wishes to take measures as necessary on to ascertain the nature of the disease and prevent its spread. The purpose of this database is to improve the efficiency of disease surveillance and response activities and the early detection of public health events through the collection of more complete and timely surveillance information on a state-wide basis. CalCONNECT is a secure, web-based electronic solution for state departments and local health departments to maintain information to allow them to interview Cases and Contacts, identify the individuals they have interacted with collect their conditions and symptoms and notify those contacts to evaluate whether they need to isolate or guarantine or whether any additional measures are necessary or appropriate. CalCONNECT is an integral part of the overall California public health response strategy to Contagious, Infectious, Communicable or Reportable Diseases and Conditions as a database resource to adequately implement statewide contact tracing through both state departments and local health departments.
- **IV.** <u>Legal Authority for Collection, Use and Disclosure of CalCONNECT Data</u>: The legal authority for CDPH and Participant to collect, use and disclose CalCONNECT Data is setforth in Attachment A, which is made part of this Agreement by this reference.
- V. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Authority:
  - A. CDPH and CalCONNECT HIPAA Status: CDPH is a "hybrid entity" for purposes of

applicability of the federal regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule") (45 C.F.R. Parts 160, 162, and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§ 1320d - 1320d-8) (as amended by Subtitle D Privacy, ofthe Health Information Technology for Economic and Clinical Health (HITECH) Act (Pub. L. 111–5, 123 Stat. 265–66)). The CalCONNECT System has not been designated by the CDPH as, and is not, one of the HIPAA-covered "health care components" of CDPH. (45 C.F.R. § 164.105 (a)(2)(i)(B).) The legal basis for this determination is as follows:

- 1. The CalCONNECT System is not a component of CDPH that would meet the definition of a covered entity or business associate if it were a separate legal entity. (45 C.F.R. §§ 160.105(a)(2)(iii)(D); 160.103 (definition of "coveredentity")); and
- 2. The HIPAA Privacy Rule creates a special rule for a subset of public health activities whereby HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See State laws and regulations listed in Attachment A];
- **B.** Parties Are "Public Health Authorities": CDPH and Participant are each a "public health authority" as that term is defined in the Privacy Rule. (45 C.F.R. §§ 164.501; 164.512(b)(1)(i).)
- C. CalCONNECT Data Use and Disclosure Permitted by HIPAA: To the extent a disclosure or use of CalCONNECT Data may also be considered a disclosure or use of "Protected Health Information" (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such CalCONNECT Data disclosure and/or use by CDPH and Participant, without the consent or authorization of the individual who is the subject of the PHI:
  - 1. HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct ofpublic health surveillance, investigation, or intervention." (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A];
  - 2. A covered entity may disclose PHI to a "public health authority" carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b).);
  - **3.** A covered entity may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law." (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a) (1).) and,

- **4.** Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific CalCONNECT Data uses and disclosures.
- D. No HIPAA Business Associate Agreement or Relationship Between CDPH and Participant: This Agreement and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to Title 45, CFR, Part 160.103 (definition of "business associate"). The basis for this determination is Section 160.203(c) of Title 45 of the Code of Federal Regulations (see, also, [HITECH Act, § 13421, subdivision. (a)].) [NOTE: See state laws and regulations listed in Attachment A]. Accordingly, this Agreement is not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between CDPH and Participant. By the execution of this Agreement, CDPH and Participant expressly disclaim the existence of any business associate relationship.
- VI. Permitted Disclosures: The Participant acknowledges that once data is entered into the CalCONNECT System, the Participant and its workforce members and agents shall safeguard the CalCONNECT Data to which they have access from unauthorized disclosure. The Participant, and its workforce members and agents, shall not access or disclose any CalCONNECT Data for any purpose other than carrying out the Participant's obligations under this Agreement or the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law. When Cases and Contacts cross into another county's jurisdiction, the Participant shall be permitted to disclose CalCONNECT Data with the local health department of that county's jurisdiction. Any such disclosure of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Participant's obligations under this Agreement or as otherwise allowed or required by state or federal law. Requests for release of data through generated reports created by CDPH will be disclosed to Participant when permissible. Otherwise, the Participant acknowledges the necessity of safeguarding the CalCONNECT Data in accordance with state and federal laws.

Should any additional disclosures not already addressed in this section, be requested by the Participant or its workforce members and agents, these requests must be presented to the California Connected Program and will require the approval of the Office of Legal Services at CDPH prior to any disclosure.

VII. Permitted Use: The Participant, and its workforce members and agents, shall safeguard the CalCONNECT Data to which they have access to from unauthorized use. The Participant, and its workforce members and agents, shall not use any CalCONNECT Data for any purpose other than carrying out the Participant's obligations under this Agreement or the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law. Any other use is strictly prohibited. Any such use of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Participant's obligations under this Agreement or as otherwise allowed or required by state or federal law. Participant shall collect no more than the minimum necessary amount of information necessary to perform its obligations as set forth in this Agreement. Further, should the Participant collect any CalCONNECT Data that may be protected by 42 CFR Part 2, a federal regulation that requires substance abuse disorder treatment providers to observe additional privacy and confidentiality restrictions with respect to patient records in the

CalCONNECT system, they must adhere to those stringent privacy protections which are more restrictive than HIPAA. Any and all violations may be grounds for removal from use of CalCONNECT at the election of CDPH.

#### VIII. Restricted Disclosures and Uses:

#### **A.** [Reserved.]

- **IX.** Safeguards: Participant shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CalCONNECT Data. The Participant shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Participant's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section X, Security, below. Participant shall provide CDPH with Participant's current and updated policies.
- X. <u>Security</u>: The Participant shall take all steps necessary to ensure the continuous security of all computerized data systems containing CalCONNECT Data. These steps shall include, at a minimum:
  - A. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, and/or NIST 800-53 (version 4 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and
  - **B.** In case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CalCONNECT Data from breaches and security incidents.
- **XI.** <u>Security Officer</u>: The Participant shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement. Such designation is set forth in Attachment B, which is made a part of this Agreement by this reference.
- XII. <u>Training</u>: The Participant shall provide training on its obligations under this Agreement, at its own expense, to all of its workforce members who assist in the performance of Participant's obligations under this Agreement, or otherwise use or disclose CalCONNECT Data.
  - **A.** The Participant shall require each workforce member who receives training to receive and sign a certification, indicating the workforce member's name, the dateon which the training was completed, and an agreement to comply with all applicable federal and state laws.
  - **B.** The Participant shall retain each workforce member's written certifications for CDPH inspection for a period of three years following contract termination.

**XIII.** Workforce Member Discipline: Participant shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Participant workforce members under Participant's direct control who intentionally or negligently violate any provisions of this Agreement.

#### **XIV.** Participant Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Participant shall notify CDPH immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CalCONNECT Data inelectronic or computerized form, notification to CDPH shall be provided by calling the CDPH IT Service Desk at the telephone numbers listed in Section XIV(G), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Participant as of the first day on which such breach or security incident is known to the Participant, or, by exercising reasonable diligence would have been known to the Participant. Participant shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident. who а workforce member agent of the Participant. Participant shall take:
  - 1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the CalCONNECT System operating environment; and,
  - **2.** any action pertaining to a breach required by applicable federal or state laws, including, specifically, California Civil Code section 1798.29.
- **B.** <u>Investigation of Breach</u>: The Participant shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
  - 1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
  - 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CalCONNECT Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CalCONNECT Data, or to whom it is known (or reasonably believed) to have had the CalCONNECT Data improperly disclosed to them; and

- **3.** a description of where the CalCONNECT Data is known or believed to have been improperly used or disclosed; and
- **4.** a description of the known or probable causes of the breach or security incident; and
- **5.** whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Participant shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- **D.** <u>Notification to Individuals</u>: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Participant is considered only a custodian and/or non-owner of the CalCONNECT Data, Participant shall, at its sole expense, and at the sole election of CDPH, either:
  - 1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve, in writing, the time, manner and content of any such notifications, prior to the transmission of such notifications to the individual(s); or
  - **2.** cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- **E.** <u>Submission of Sample Notification to California Attorney General</u>: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, Participant shall, at its sole expense, and at the sole election of CDPH, either:
  - 1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the California Attorney General pursuant to the format., content and timeliness provisions of Section 1798.29, subdivision (e). Participant shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  - **2.** cooperate with and assist CDPH in its submission of a sample copy of the notification to the California Attorney General.
- F. <u>Public Statements</u>: Participant shall cooperate with CDPH in developing content for any public statements regarding Breaches or Security Incidents related to Participant and

shall not provide any public statements without the express written permission CDPH. Requests for public statement(s) by any non-party about a breach or security incidents shall be directed to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below.

**G.** <u>CDPH Contact Information</u>: To direct communications to the above referenced CDPH staff, the Participant shall initiate contact as indicated below. CDPH reserves the right to make changes to the contact information by giving written notice to the Participant. Said changes shall not require an amendment to this Agreement.

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
Ryan Murphy, PHD, MPH	Privacy Officer	Chief Information
Epidemiology Unit Chief	Privacy Office,	Security Officer
	c/o Office of Legal Services	Information Security Office
Email:	California Department of	California Department of
ryan.murphy@cdph.ca.gov	Public Health	Public Health
Telephone: (510) 620-6718	1415 L Street, Suite 500	P.O. Box 997413, MS 6302
	Sacramento, CA 95814	Sacramento, CA 95899-7413
	Email: privacy@cdph.ca.gov	Email:
	Telephone: (877) 421-9634	CDPH.InfoSecurityOffice@cdph.ca.gov
		Telephone: IT Service Desk
		(800) 579-0874

- XV. <u>CDPH Breach and Security Incident Responsibilities</u>: CDPH shall notify Participant immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement) that involves CalCONNECT Data that was created or collected by Participant in the CalCONNECT System. Notification shall be provided by CDPH to the Participant Representative, using the contact information listed in Attachment B, which is made a part of this Agreement by this reference. For purposes of this Section, breaches and security incidents shall be treated as discovered by CDPH as of the first day on which such breach or security incident is known to CDPH, or, by exercising reasonable diligence would have been known to CDPH. CDPH shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of CDPH.
  - A. <u>Participant Contact Information</u>: To direct communications to the Participant's breach/security incident response staff, CDPH shall initiate contact as indicated by Participant in Attachment B. Participant's contact information must be provided to CDPH prior to execution of this Agreement. Participant reserves the right to make changes to the contact information in Attachment B. Said changes shall not require an amendment to this Agreement.

- XVI. Compliance with California Health and Safety Code Section 121022(h): CDPH and Participant shall comply, when required, with California Health and safety Code Section 121022, subdivision (h), which provides as follows: "Any potential or actual breach of confidentiality of HIV-related public health records shall be investigated by the local health officer, in coordination with the department, when appropriate. The local health officer shall immediately report any evidence of an actual breach of confidentiality of HIV-related public health records at a city or county level to the department and the appropriate law enforcement agency. The department shall investigate any potential or actual breach of confidentiality of HIV-related public health records at the state level, and shall report any evidence of such a breach of confidentiality to an appropriate law enforcement agency."
- XVII. Term of Agreement: Unless otherwise terminated earlier in accordance with the provisions set forth herein, this Agreement shall remain in effect for a period of three (3) years as agreed upon by the Parties, after the latest signature date in the signature block below. After three (3) years, this Agreement will expire, without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days advanced written notice. CDPH may also terminate this Agreement pursuant to Section XVIII, below.

#### **XVIII.** Termination for Cause:

- **A.** <u>Termination Upon Breach</u>: A breach by either party of any provision of thisAgreement, as determined by CDPH or Participant, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreementby CDPH or Participant by providing written notice of such termination. At its sole discretion, CDPH or Participant may give the breaching party 30 days to cure the breach.
- **B.** <u>Judicial or Administrative Proceedings</u>: CDPH and Participant shall notify the other party in writing if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH or Participant may terminate the Agreement by providing written notice to the other party if the other party is found guilty of acriminal violation related to a violation of this Agreement. CDPH or Participant may terminate the Agreement by providing written notice to the other party if a finding or stipulation that the other party has violated any security or privacy laws is made in any administrative or civil proceeding in which the other party is a party or has been joined.
- XIX. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CalCONNECT Data. Upon CDPH's request, Participant agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:

- **A.** Participant does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this Section, or
- **B.** Participant does not enter into an amendment providing assurances regardingthe safeguarding of CalCONNECT Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CalCONNECT Data.
- **XX.** Assistance in Litigation or Administrative Proceedings: Each party shall make itself and any workforce members or agents assisting in the performance of obligations under this Agreement available to the other party at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced based upon claimed violation of laws relating to security and privacy, which involve inactions or actions by CDPH or Participant, except where CDPH and Participant or their workforce members or agents are a named adverse party.
- XXI. <u>Disclaimer</u>: CDPH makes no warranty or representation that compliance by Participant with this Agreement will be adequate or satisfactory for Participant's own purposes or that any information in Participant's possession or control, or transmitted or received by Participant, is or will be secure from unauthorized use or disclosure. Participant is solely responsible forall decisions made by Participant regarding the safeguarding of CalCONNECT Data.
- **XXII.** <u>Transfer of Rights</u>: Participant has no right and shall not delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.
- **XXIII.** <u>No Third-Party Beneficiaries</u>: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant, any rights, remedies, obligations or liabilities whatsoever.
- **XXIV.** <u>Interpretation</u>: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws.
- **XXV.** <u>Survival</u>: The respective rights and obligations of Participant under Sections IX, X, and XIV of this Agreement shall survive the termination or expiration of this Agreement.
- **XXVI.** <u>Attachments</u>: The parties mutually agree that the following specified Attachments are part of this Agreement:
  - **A.** Attachment A: State Law Authority for: (1) Use and Disclosure of CalCONNECTData; and (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).
  - B. Attachment B: Participant Breach and Security Incident Contact Information.
- **XXVII.** Entire Agreement: This Agreement, including all attachments, constitutes the entire agreement between CDPH and Participant. Any and all modifications of this Agreement must be

in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.

**XXVIII.** <u>Severability</u>: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**XXIX.** Choice of Law and Venue: The laws of the state of California will govern any dispute from or relating to this Agreement. The parties submit to the exclusive jurisdiction of the state of California and federal courts for or in Sacramento and agree that any legal action or proceeding relating to the Agreement may only be brought in those courts.

XXX. Signatures:

#### IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:

On behalf of ("Participant"), the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to abide by and enforce all the terms specified herein.

Approved as to Form (Optional): By:

On behalf of CDPH, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Ryan Murphy, PhD MPH Product Owner / Data Systems Manager California Department of Public Health 850 Marina Bay Parkway, Building P Richmond, CA 94804

Return Executed Agreement to: CalCONNECT@cdph.ca.gov

#### Attachment A

State Law Authority for Use and Disclosure of CDPH CalCONNECT Data; and Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).

#### A. <u>Legal Authority</u>:

- 1. California Information Practices Act:
  - a. California Civil Code section 1798.24, subdivision (i), provides in part as follows: "Anagency shall not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the information is disclosed, as follows: Pursuant to a determination by the agency that maintains information that compelling circumstances exist that affect the health or safety of anindividual...."
- 2. California Health and Safety Code section 101085
- 3. California Health and Safety Code section 120125
- 4. California Health and Safety Code section 120130
- 5. California Health and Safety Code section 120140
- 6. California Health and Safety Code sections 120175 & 120175.5
- 7. California Health and Safety Code sections 121022-121035
- 8. Title 17. Public Health, Division 1. State Department of Health Services, Chapter 4. Preventative Medical Service, Article 1, Reporting, Sections: 2500, 2502, and 2505
- 9. Title 17. Public Health, Division 1. State Department of Health Services, Chapter 4. Preventative Medical Service, Article 3.5, Reporting of HIV, Sub Article 4, Sections: 2641.5-2643.20

## Attachment B

## Participant Contact Information

The following contact information must be provided prior to execution of this Agreement.

Participant Program Manager	Participant Privacy Officer	Participant Chief Information Security Officer
Name:	Name:	Name:
Title:	Title:	Title:
Address 1:	Address 1:	Address 1:
Address 2:	Address 2:	Address 2:
City:	City:	City:
State, Zip Code:	State, Zip Code:	State, Zip Code:
Telephone:	Telephone:	Telephone:
Fax:	Fax:	Fax:
E-mail:	E-mail:	E-mail:

# REGULAR AGENDA REQUEST

\_\_\_\_ Print

MEETING DATE October 1, 2024

**Departments: Public Works Facilities Division** 

TIME REQUIRED PERSONS

SUBJECT Grant Funding for Water Refilling
Stations

APPEARING
BEFORE THE

Stations BEFORE BOARD

#### **AGENDA DESCRIPTION:**

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

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

#### RECOMMENDED ACTION:

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

#### **FISCAL IMPACT:**

There are no fiscal impacts at this time. If grant agreements are issued Public Works will return to the Board to request that the Public Works Director be authorized to execute the agreements, accept funds, and administer the grants (in consultation with County Counsel). At that time, we will identify fiscal impacts for reimbursement.

**CONTACT NAME:** Karyn Spears

PHONE/EMAIL: 760 616 4651 / kspears@mono.ca.gov

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

kspears@mono.ca.gov

#### MINUTE ORDER REQUESTED:

YES NO

#### **ATTACHMENTS:**

#### Click to download

■ Water Refilling Station Grant Application Request

Grant Details

□ Funding

Time	Who	Approval
9/24/2024 4:28 PM	County Counsel	Yes
9/24/2024 1:46 PM	Finance	Yes
9/25/2024 7:58 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: 10-01-2024

To: Honorable Chair and Members of the Board of Supervisors

From: Karyn Spears, Assistant Director of Public Works

Re: Apply for Grant Funding for County Water Refiling Stations

#### **Background:**

The Department of Resources Recycling and Recovery offers the Beverage Container Recycling Grant Program pursuant to Section 14581(a)(4) of the Public Resources Code. The purpose of this grant is to issue up to \$1,500,000 annually in the form of grants for beverage container recycling and litter reduction programs to promote increased recycling of beverage containers throughout California and reduce beverage container litter in the waste stream.

#### **Discussion:**

The County of Mono would benefit from adding water bottle filling stations at all county parks to allow residents and visitors more opportunities for refilling water bottles. This will also decrease plastic water bottle waste.

Approval of the recommended action will allow Public Works to prepare and apply for this grant application to the Department of Resources Recycling and Recovery for Beverage Container Recycling Grant Program that will provide water bottle filling stations throughout Mono County, supporting our goals of reducing plastic waste.

If the grant is approved, we will be reimbursed for the purchase of water bottle filling stations, match funding is not required.

Please contact me at (760) 616-4651 or kspears@mono.ca.gov if you have any questions regarding this item.

Respectfully submitted,

Karyn Spears Superintendent of Public Works, Parks and Facilities

Karyn Spears



# Beverage Container Recycling Grant Program Application Guidelines and Instructions

1<sup>st</sup> Cycle (RBC36) Fiscal Year 2024–25 2<sup>nd</sup> Cycle (RBC37) Fiscal Year 2025–26

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# **Grant Cycle Overview**

The Department of Resources Recycling and Recovery (CalRecycle) offers the Beverage Container Recycling Grant Program pursuant to Section 14581(a)(4) of the Public Resources Code. The purpose of the grant is to issue up to \$1,500,000 annually in the form of grants for beverage container recycling and litter reduction programs to promote increased recycling of beverage containers throughout California and reduce beverage container litter in the waste stream.

This resource document provides applicants with instructions to access and complete the application online and information about grant administration. The web-based application is in CalRecycle's <u>Grants Management System (GMS)</u> (https://secure.calrecycle.ca.gov/Grants/SignIn.aspx?ReturnUrl=%2fGrants). The applicant will need to sign in to GMS to complete and submit an application.

**Note:** The following terms used in this document are defined below, unless the context clearly indicates otherwise:

- "Applicant" refers to either the legal name of the entity that is legally responsible
  for grant administration and any entity that will receive and control grant funded
  equipment, if awarded, or to a person who is completing an application on behalf
  of the Applicant (this is usually the primary contact listed on the application, but
  could also be the secondary contact, signature authority, or consultant).
- "You" refers to a person who is completing the application on behalf of the Applicant.
- "Grantee" refers to an applicant after approval of grant award.

#### **Timeline**

#### August 13, 2024: Questions and Answers Period Due Date

- Applicants or interested parties may submit questions from the application release date to this date.
- Applicants or interested parties must submit questions by email.

#### August 20, 2024 (tentative): Questions and Answers Posted

 CalRecycle will post all answers to questions on the CalRecycle website that were submitted during Question and Answer Period.

#### September 24, 2024: Application Due Date

- Applicants must submit applications in GMS by 11:59 p.m. on this date.
- Customer service will be available until 4:00 p.m. on this date.

#### October 23, 2024: Secondary Due Date

- Approved Resolution or Letter of Commitment and any other Applicant's Required Authorization Documents must be uploaded in GMS by this date if it was not submitted with the application.
- Applicant must have an Environmentally Preferable Purchasing and Practices Policy by this date.

#### March 2025 (FY 2024-25) and April 2025 (FY 2025-26) (tentative): Grants Awarded

• CalRecycle considers funding recommendations, and if approved, conditionally awards grants during this month.

Notice to Proceed–April 1, 2027: **FY 2024–25 Grant Term** Notice to Proceed–April 4, 2028: **FY 2025–26 Grant Term** 

For milestones that take place during the grant term, refer to the Procedures and Requirements document.

# **Eligible Applicants**

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770–1782. If any applicants or participating entities are charter cities or Joint Powers Authorities that include charter cities, the lead participating entity must certify on the Detail tab of the application that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that an applicant or participating entity is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Private, nonprofit entities, in addition to being registered with the California Secretary of State, must also be registered with the California Department of Justice, and appear on their Registry of Charitable Trusts. If a nonprofit entity is excluded from registering with the Department of Justice, proof must be provided with the application.

The grants are available to:

- California cities, counties, state agencies, and other local governmental entities.
- Special districts (e.g., recreational park districts).
- Public colleges and universities, and public K–12 school districts.
- Non-profit organizations (except private schools K–12) registered with the federal government under 501(c)3, (c)6, or (c)10 of the Internal Revenue Code.
- Qualifying Tribal Entities.
  - A Qualifying Tribal Entity is defined as a tribe, band, nation or other organized group or community, residing within the borders of California, which:
    - 1. Is recognized for special programs and services provided by the United States because of the status of its members as Native Americans; or
    - 2. Can establish that it is a government entity, and which meets the criteria of the grant program.
- Joint Powers Authorities (JPA) as an eligible entity (where all the participating entities are otherwise eligible).

**Note:** Applicants that were awarded in the last two fiscal years (FY 2023–24 and FY 2022–23) from the eligible applicant pool will be excluded for eligibility.

 To find a listing of previous grant awards please use the <u>Grants by Grant Cycle</u> report (https://www2.calrecycle.ca.gov/Funding/Grants/ByCycle).

# **Individual Application**

An Individual Application is one in which a single eligible entity will be responsible for grant implementation. The applicant in an Individual Application will be responsible for the performance of the grant and all related documentation. In addition, the applicant will be the only entity receiving any real or personal property that is purchased with grant funds.

# **Cooperative Application**

Entities may join together in a Cooperative Application in which two or more eligible entities join together for the purpose of grant implementation. A Lead Participant must be designated to act on behalf of all Non-Lead Participants. The Lead Participant is the entity who will be responsible for the performance of the grant and all required documentation. All Non-Lead Participants are considered applicants and will be grantees should the application be awarded. CalRecycle will direct all official correspondence and grant payments to the Lead Participant. The Lead Participant is responsible for reimbursing Non-Lead Participants' costs prior to submitting a payment request to CalRecycle. All entities involved with a cooperative application will be required to execute a grant agreement.

# Regional Application (Local Governments Only)

Local governments may join together in a Regional Application in which two or more eligible jurisdictions join together for the purpose of grant implementation. A Regional Lead Participant must be designated to act on behalf of all Non-Lead Participants. The Lead Participant is the applicant, and if awarded, will be the grantee responsible for the performance of the grant and all required documentation. CalRecycle will direct all official correspondence and grant payments to the Lead Participant. If a jurisdiction is a Non-Lead Participant in a Regional Application, it may not apply individually.

# **Joint Powers Authority Application Requirements**

Joint Powers Authorities (JPA) may submit a grant application as an individual applicant and must identify all JPA members as Non-Lead Participants in the application's Applicant/Participant Tab. A member of the JPA may not submit an individual application if that entity is also a member of an applicant JPA. In addition to the requirements for an Individual Application, a JPA must upload a copy of its JPA Agreement.

#### The JPA Agreement must:

- 1. Give authority over solid waste management.
- List all member entities.
- 3. Contain the signature of all members.

# **Eligible Projects/Products**

CalRecycle is seeking projects that implement new programs or enhance existing programs to provide convenient beverage container recycling opportunities in various locations statewide. Eligible projects include:

• Multi-family residential dwellings (five units or more).

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Beverage Container Recycling Grant Program, RBC36 (FY 2024–25) and RBC37 (FY 2025–26)

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- Public colleges/universities, non-profit colleges/universities, and public K–12 school districts.
- Curbside Residential Program locations (excluding single stream).
- Community events including, but not limited to, those sponsored by local jurisdictions.
- Parks/recreational areas.
- Purchase of water refill stations, including installation, replacement of current infrastructure, plumbing, maintenance, additional attachments or modifications, or related educational and outreach activities/materials promoting water refill stations.
- Litter reduction and cleanup activities along the United States-Mexico border where the waste stream includes beverage containers that will be recycled.
  - Out of State beverage containers collected as part of the litter abatement and cleanup projects cannot be funded under this grant program.

Ongoing collection programs may include the following activities as a component of the grant project:

- Temporary Community events (i.e., recycling or collection events sponsored by local jurisdictions, Earth Day events).
- Drop-off, Collection Program, or Community Service Program.
- Education and Outreach related to beverage container recycling.

**Note:** Educational activities or materials (signage, flyers, curriculum, etc.) related to the beverage container recycling project are capped at 25 percent of the total grant award. Funding must be directly related to the collection or recycling of California Redemption Value (CRV) beverage containers and the overall program. If non-CRV materials are included in the grant, they are subject to proportional cost. For example: a request to purchase a three-bin system for composting, paper and CRV recycling, can only be funded at one third of the cost. A mixed recycling bin will be funded proportionately based on the CRV content of materials collected.

### Available Funds

- \$1,500,000 is available for each grant cycle, fiscal years 2024–25 and 2025–26, subject to funding availability.
- \$ 75,000 is the minimum available for individual grant awards.
- \$ 275,000 is the maximum available for individual grant awards.
- For Regional/ Cooperative applications: \$275,000 is the maximum available for the joint grant award, subject to funding availability.

#### **Grant Term**

The Grant Term begins on the date that CalRecycle sends the Notice to Proceed email. The Grant Term ends on April 1, 2027 (RBC36 FY 2024–25) or April 1, 2028 (RBC37 FY 2025–26).

For detailed information about requirements within the grant term, refer to the Procedures and Requirements document.

# **Eligible and Ineligible Costs**

Grantees may incur eligible costs only during the Grant Term. For detailed information about eligible and ineligible costs, refer to the Procedures and Requirements document.

# **Environmentally Preferable Purchases and Practices Policy Requirement**

Consistent with CalRecycle's core values, CalRecycle requires all applicants to have or develop, adopt, and implement an Environmentally Preferable Purchasing and Practices (EPPP) Policy for their organizations.

Applicants must have an EPPP Policy in place prior to submitting their application and certify to this fact on the Detail tab in the application. If applicants do not have an EPPP Policy in place prior to submitting their application, they must certify to the fact that a Policy will be adopted by the secondary due date on the Detail tab in the application.

Some additional practices that CalRecycle encourages organizations to include in their EPPP Policies are:

- Buildings and Grounds
  - All building and renovations follow the green building practices for design, construction and operation, where appropriate, as described in the Leadership in Energy and Environmental Design <u>Green Building Rating</u> <u>System</u> (https://www.usgbc.org/resources/leed-v4-building-design-andconstruction-current-version).
- Continual Improvement
  - Training is provided to new and existing employees.
  - Organization regularly evaluates and/or improves implementation of EPPP policy.

Additional EPPP Policy resources may be found on the <u>CalRecycle Environmentally Preferable Purchasing (EPP) webpage</u> (https://calrecycle.ca.gov/EPP/).

**Note:** In Regional /Cooperative Applications, the Lead and Non-Lead Participants will each need an EPPP Policy. If a Joint Powers Authority (JPA) applies, only the JPA needs an EPPP Policy.

# AB 712 Land Use Restriction - Supermarket Site

Public Resources Code section 14583 prohibits CalRecycle from making any payments, grants, or loans to a city, county, or city and county, if the city, county, or city and county has adopted or is enforcing a land use restriction that prevents the siting or operation of a certified recycling center at a supermarket site. Assembly Bill 712 (Chapter 576, Statues of 2011) was enacted on October 8, 2011, and added Public Resources Code section 14583, notwithstanding section 14581, to the California Beverage Container Recycling and Litter Reduction Act.

# **Questions and Answers Process**

Questions regarding the application and its requirements must be emailed to <a href="mailto:BevContainerGrants@CalRecycle.ca.gov">BevContainerGrants@CalRecycle.ca.gov</a>. CalRecycle must receive the questions by August 13, 2024, or the questions will not be accepted.

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Applicants or interested parties may access the Questions and Answers web page from the Notice of Funds Available web page or from the application. CalRecycle may group together similar or related questions and respond to them as one question, reword questions for clarity, or remove identifying information. CalRecycle may update the Questions and Answers web page intermittently during the Questions and Answers period and post all Questions and Answers approximately two weeks after the deadline. The posted Questions and Answers are subject to updates, and it is the applicant's responsibility to check the Questions and Answers web page for the latest information.

# **Public Records Requests**

CalRecycle's policy is to make records requested by the public promptly available in accordance with the laws governing disclosure of records and information to the public. In general, all records in the possession of a state agency are public records subject to disclosure, unless a law provides that a particular kind of record or information is not a public record or is exempt or prohibited from disclosure.

Upon request, the entire contents of the submitted application are subject to public records requests. This may include contact information, project summary, uploaded documents, and scoring information. Public records may be requested from CalRecycle through the <a href="California Public Records Act Requests web page">California Public Records Act Requests web page</a> (https://www2.calrecycle.ca.gov/Forms/ContactUs/PublicRecordsRequest/).

# Confidentiality

The following describes the treatment of certain confidential or proprietary information under the California Public Records Act (Government Code 7920.000 et seq.) and related regulations. It also describes how questions are resolved on whether information is truly confidential, the legal protections for confidential information, and internal and program procedures to maintain confidentiality.

#### **Confidential or Proprietary Information**

Title 14 of the California Code of Regulations (14 CCR), <u>sections 17041–17046</u> (https://www.calrecycle.ca.gov/Laws/Regulations/Title14/), states that confidential or proprietary information shall include, but is not limited to:

- Personal or business-related financial data, customer client lists, supplier lists and other information of a proprietary or confidential business nature provided by persons in applications, reports, returns, certifications or other documents submitted to [CalRecycle] which if released would result in harmful effects on the person's competitive position.
- Tax information prohibited from disclosure, pursuant to the Revenue and Taxation Code.

Accordingly, appropriate documents submitted with an application that are clearly marked, on each page, "confidential or proprietary information" will be treated by CalRecycle pursuant to the procedures set forth in 14 CCR sections 17041–17046. However, the law does not treat documents marked as "confidential or proprietary information" (such as sales brochures, promotional literature and other general non-

financial documents) as confidential if they do not fall within the categories of protected financial documents listed above.

#### What if there is a question about what is confidential?

If CalRecycle receives a request to disclose data claimed by the applicant to be confidential, CalRecycle would notify the applicant of the request and state that the documents were under review to determine whether information was correctly identified as "confidential." If there was any question as to whether specific information was confidential, CalRecycle would contact the person(s) identified in the application to provide a justification and statement why the information is confidential. The process for evaluating confidentiality claims is set forth in section 14 CCR 17046.

# What procedures does CalRecycle have in place to ensure that confidential information is kept confidential?

Confidential or proprietary information will be evaluated and analyzed only by CalRecycle staff, kept confidential, and will be maintained with restricted access. Grantee businesses agree to provide key financial information for three years to develop benchmarks to evaluate the program. Records no longer needed to provide the services offered under the grant program are periodically destroyed, when allowed by audit policies and state law.

# **Application Instructions**

# **Application Access**

The application is available in CalRecycle's web-based Grants Management System (GMS). Access to GMS is secure; therefore, you must have a CalRecycle WebPass to log in to the system. Those who have not previously obtained a CalRecycle WebPass can create an account at the <a href="CalRecycle WebPass">CalRecycle WebPass</a> page (https://secure.calrecycle.ca.gov/WebPass/).

#### To start an application:

- 1. Log in to GMS (https://secure.calrecycle.ca.gov/Grants).
- 2. Select Apply for a Grant on the left.
  - All open grant cycles are displayed in a table.
- 3. Find Beverage Container Recycling Grant RBC36 and RBC37: Fiscal Year 2024–25 and Fiscal Year 2025–26 and select **Start Application**.
  - A pop-up window will appear asking for contact information. If you have an existing GMS Account, the information may be auto populated.
  - GMS will automatically add you as the Primary Contact for the new grant application; however, you may update this later.
- 4. Click Save.

# **GMS Tabs - Application Contents and Instructions**

The components of the application are divided into tabs. To fill out an application, click on each tab and complete the sections in each tab as required. General directions are on the top of each tab, and detailed information about the requirements for each tab is listed below.

The applicant is responsible for a complete application. This includes signing documents, uploading required documents, and submitting the application by the due date(s). Failure to do so will result in disqualification from the Beverage Container Recycling Grant Program.

Examples of disqualifications may include:

- Applicant does not meet the eligibility requirements.
- Project is not eligible.
- Applicant fails to use required CalRecycle documents or forms.
- Applicant uploads incomplete or blank documents to the Documents tab.
- Signature Authority fails to sign Application Certification or any document that requires a signature.
- The online application is incomplete or missing information.
- Applicant fails to adopt an EPPP Policy by the secondary due date.

#### Summary Tab

This tab provides a summary of the application, due dates, resource documents and links, application documents, and the Application Submission section. It is the applicant's responsibility to submit all required documents, based on the particular grant application/project, by the appropriate due date.

#### **Applicant/Participant Tab**

The applicant name is the legal name of the entity that is legally responsible for grant administration, if awarded.

- 1. Select the **Add Applicant/Participant** button and type in the **Applicant Name** and **County**. Do not enter your personal name.
- 2. Search the table for the correct applicant name and select **Add Applicant/Participant**.
- 3. Choose the **Lead Participant** radio button and click **Save**.
  - Every application must have a Lead Participant even if it is an individual application with no Non-Lead Participants.

If the Participant Search List does not contain your Applicant/Participant name:

- 1. Click on Add New Applicant/Participant.
- Enter the Applicant/Participant Name as it appears on the Resolution or Letter of Commitment. Do not include the department or unit name. Do not enter your personal name.
  - List county names with the name first followed by the word "County," e.g., "Sacramento County."
  - List city names as "City of" followed by the city's name, e.g., "City of Sacramento."
- 3. Complete all required fields then click **Save**.

For Regional, or Cooperative applications, add the name of each eligible Non-Lead Participant and select the Participating Jurisdiction radio button.

For Joint Powers Authority Applications (JPA) applications add the name of each JPA member and select the Participating Jurisdiction radio button.

For a list of eligible applicants, please see the Grant Cycle Overview section titled "Eligible Applicants."

#### Detail Tab

Complete this tab as follows:

- Enter a dollar amount in the Grant Funds Requested field. Do not exceed the maximum grant award amount of \$275,000. Please round all amounts to the nearest whole dollar.
- 2. Enter the **Assembly Districts and Senate Districts**. To select more than one district hold the "Ctrl" key while selecting the numbers.
- 3. Enter the applicant's **Department Name**, e.g., "General Services." If the applicant does not have a department, enter the applicant's name.
- 4. Enter the grant payment mailing address.
- 5. **Project Summary/Statement of Use**: Provide a brief description of 4–5 sentences of the proposed project.
- 6. Select the appropriate option for the Resolution or Letter of Commitment Requirement and optional Letter of Designation.
- 7. Select the appropriate option for the Environmentally Preferable Purchasing and Practices Policy.
- 8. Select the appropriate answer for Program Questions.

Applications Guidelines and Instructions

#### Contacts Tab

CalRecycle requires the application to have only one Primary Contact and at least one Signature Authority. Each application contact may be granted access by checking the box on the top of the contact's detail screen. The contact will be able to log in to GMS using their own CalRecycle WebPass and access the application.

**Note:** CalRecycle requires a valid email address for the Signature Authority in order to route the Grant Agreement, if awarded.

- Primary Contact. One person who the Signature Authority or their designee has authorized to manage and oversee the grant. This person will be the first contact with whom the Grant Manager will communicate.
- **Signature Authority**. The person(s) authorized to sign CalRecycle documents, such as grant applications, grant agreements, etc., as authorized by a board/council-adopted Resolution, Letter of Designation, or Letter of Commitment (if applicable).
- Secondary Contact. A person authorized (by the Primary Contact or Signature Authority or their designee) as the alternate person with whom the Grant Manager will communicate. (Not required.)
- **Consultant.** A professional who provides advice in an area of expertise. If CalRecycle awards a grant to the applicant, the consultants may manage the grant or only conduct specific activities, based on a written agreement between the applicant and the consultant outlining work to be performed. (Not required.)
- Participant Signature Authority. (Applicable to Cooperative applications only) The person(s) authorized to sign documents on behalf of their organization, as authorized by a Letter of Commitment, Resolution, or Letter of Designation.

#### **Budget Tab**

Complete the budget document provided in GMS and follow the steps below.

- 1. Transfer the total of each budget category from the budget document into the Budget tab of GMS.
  - a. Budget amounts in the budget document must match those entered in the Budget tab.
  - b. The total amounts entered in the Budget tab of GMS must equal the Grant Funds Requested amount shown in the Detail tab.
    - i. Administrative Costs (Operating Expenses)
    - ii. Equipment
    - iii. Education not to exceed 25 percent of the total grant award
      - Public Education and Outreach: (e.g., workshops, public meetings, town halls, public events, etc.)
      - School Education: (e.g., assemblies, curriculum/guides, school events)
      - Media: (e.g., T.V., website, radio, scripts, instructional videos)
      - Materials: (e.g., booklets, brochures/flyers, etc.)
  - c. Personnel is capped at 25 percent of the total grant award
- 2. Upload the budget document in Excel format to the Documents tab of GMS.

Utilizing a document form other than the official CalRecycle versions, tampering with the CalRecycle version, or otherwise circumventing imposed character limits, may subject the applicant to disqualification.

#### Site(s) Tab

Add an entry for each grant project/site. Applicants who have multiple project sites are required to enter an entry for each project site(s) under the Site tab. The following information must be entered in each filed under the Site tab.

- Site Name
- Site Type: Multi-family, College/University, K–12 school districts, Community Events, or Parks/Recreational Areas.
- Budget Amount: Enter the amount for each individual project. If you have multiple project sites, the total for all projects should equal the total requested amount.
- Summary: Provide a brief summary of each project site funded by grant funds.
   Identify the type of infrastructure or equipment and specify the number of required equipment for the project. These may include items such as 10 water refill stations, 150 beverage container recycling bins, two balers, etc.

#### **Documents Tab**

See the Application Documents Section in the Summary tab for documents that must be uploaded in the Documents tab.

When uploading a document, enter a document title, select the appropriate document type from the drop-down list, and enter the date that it was executed/signed, if applicable, or select "today's date."

Utilizing a document form other than the official CalRecycle versions, tampering with the CalRecycle version, or otherwise circumventing imposed character limits may subject the applicant to disqualification.

# **Application Submittal and Deadline**

The **Submit Application** button located in the Summary tab will be enabled after all required documents have been uploaded.

Click the **Submit Application** button and the application status will change to **Submitted**. You can only submit the application once; however, you may upload the following documents until the secondary due date: Resolution, Letter of Commitment, Letter of Designation, Letters of Authorization, JPA Agreements.

You must submit your application no later than 11:59 p.m. on September 24, 2024. Customer service will be available until 4:00 p.m. on the application due date either by emailing <a href="mailto:grantassistance@calrecycle.ca.gov">grantassistance@calrecycle.ca.gov</a> or calling (916)-323-4286, however, there is no guarantee CalRecycle will be able to provide support if there is an influx of inquiries.

**Note:** Applications that are not submitted by the due date will be deleted from GMS.

Applications Guidelines and Instructions
Beverage Container Recycling Grant Program, RBC36 (FY 2024–25) and RBC37 (FY 2025–26)

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# **Application Documents**

Below is a list of all documents required for a complete application. Instructions on how to obtain all documents are described below.

- 1. Application Certification
- 2. Budget
- 3. Narrative Proposal
- 4. Resolution/Letter of Commitment
- 5. Work Plan

### **CalRecycle Documents**

CalRecycle documents are accessible through the Summary tab in the Application Documents section. To access a document, click on the link, open it up, fill it out, save it to your computer, and upload it to the Documents tab. If you are having trouble with a document, email grantassistance@calrecycle.ca.gov or call (916)-323-4286.

Altered or reproduced CalRecycle documents or templates may result in automatic disqualification of your application. Unless a document specifies that it may be reproduced as necessary, **do not** alter CalRecycle documents.

**Note:** Do not include special characters in file names. Doing so may result in automatic disqualification of your application.

#### **Application Certification**

The Application Certification is a required application document that must be generated from GMS.

After you have completed each tab of the application and uploaded the required documents, generate the Application Certification.

- 1. Click "Print Application Certification" under the Application Submission section of the Summary tab.
  - a. Note: You will not be able to click "Print Application Certification" until each tab of the application is completed and all required application documents have been uploaded.
- 2. Signature Authority signs Application Certification.
- 3. Upload the signed Application Certification to the Documents tab.

#### Budget

Complete the Budget Document. Utilizing a document form other than this official CalRecycle version will subject the application to disqualification. Include total anticipated project costs broken down by:

- Administrative Costs (Operating Expenses)
- Equipment
- Education capped at 25 percent of the total grant award
  - Public Education and Outreach: (e.g., workshops, public meetings, town halls, public events, etc.)

Applications Guidelines and Instructions
Beverage Container Recycling Grant Program, RBC36 (FY 2024–25) and RBC37 (FY 2025–26)

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- School Education: (e.g., assemblies, curriculum/guides, school events)
- o Media: (e.g., T.V., Website, radio, scripts, instructional videos)
- Materials: (e.g., booklets, brochures/flyers, etc.)
- Personnel capped at 25 percent of the total grant award

The totals for each budget category must match the amounts previously entered in the Budget tab of the application. Do not enter any SWAG (Stuff We All Get) items.

#### **Narrative Proposal**

Complete the Narrative Proposal document. Utilizing a document form other than this official CalRecycle version, tampering with this CalRecycle version, or otherwise circumventing imposed character limits, will subject the applicant to disqualification. Each section of the document must have a response, if applicable. Ensure your narrative responses are succinct, detailed, and most importantly, address each item in the Scoring Criteria for the Beverage Container Recycling Grant Program, FYs 2024–25 and 2025–26.

#### **Work Plan**

Complete the Work Plan document. Utilizing a document form other than this official CalRecycle version will subject the applicant to disqualification. List the major activities, steps or tasks necessary to implement your project, including start and completion dates. Provide a logical timeframe for activities, taking into consideration the potential for delays. Include 12 months of California Redemption Value volume reporting after the date the program is in place.

### **Applicant's Required Authorization Documents**

Below is a list of required authorizing documents by application type that the applicant is responsible for preparing and uploading to their application.

Authorizing documents are documents which are written by the applicant. The documents give the applicant permission to apply for a grant, accept grant awards, and/or name the person authorized to sign grant documents on the applicant's behalf. Below are the requirements for each type of authorizing document. Read each one carefully to determine which document(s) fits your application and applicant type.

**Note:** For Resolution, Letter of Commitment, Letter of Authorization, Letter of Designation, and Letter of Support templates, refer to the <u>Resolution and Letter Examples</u> (https://www.calrecycle.ca.gov/Funding/SampleDocs) web page. CalRecycle staff are available to answer questions about the Resolution and Letter of Commitment or to review your draft Resolution to ensure it meets the requirements of the grant program. You may email your draft Resolution or draft Letter of Commitment to <u>grantassistance@calrecycle.ca.gov</u>.

#### **Individual Application Authorization Documents**

If subject to a governing body and board approval is required to legally bind the applicant, the applicant must submit a Resolution no later than the secondary due date or CalRecycle will deem the application incomplete and disqualify the applicant.

The Resolution must:

Applications Guidelines and Instructions
Beverage Container Recycling Grant Program, RBC36 (FY 2024–25) and RBC37 (FY 2025–26)

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- 1. Authorize submittal of an application for one or more specifically named CalRecycle Grant(s) or for all CalRecycle Grants.
- 2. Identify the job titles of the Signature Authorities authorized to sign all grant-related documents necessary to secure funds and implement the approved project(s). The Resolution may also include language authorizing the Signature Authorities to delegate authority to additional job titles.
  - **a.** Applicants can only submit a Letter of Designation if the corresponding Resolution includes designee language.
- **3.** Identify the time period during which the authorizations are valid. The minimum duration is the grant term, and the maximum duration is five years from the date of adoption. If the Resolution expires during the application period or the grant term, CalRecycle will require a new valid Resolution.
- **4.** Be certified by the governing body.

**Note:** The Signature Authority must sign a Letter of Designation **prior** to the designee's exercise of their authority.

If **not subject to a governing body**, applicants must submit a Letter of Commitment (LOC). Publicly held businesses or private for-profit companies may submit an LOC even if they are subject to a governing body under the condition that the signatory is an individual authorized to contractually bind the applicant for the conditions of the grant award. The LOC is due by the secondary due date or CalRecycle will deem the application as incomplete and disqualify the applicant.

#### The LOC must:

- 1. Be on Applicant's letterhead.
- **2.** Authorize submittal of the application for the specific Grant Program and Cycle Number.
- 3. Identify the job titles of the Signature Authorities authorized to sign all grantrelated documents necessary to secure funds and implement the approved project(s). The Letter may also include language authorizing the Signature Authorities to delegate authority to additional job titles.
  - **a.** Applicants can only submit a Letter of Designation if the corresponding Letter of Commitment includes designee language.
- **4.** Be valid for the duration of the specified Grant Cycle.
- **5.** Be signed and dated by an individual authorized to contractually bind the applicant.

# Cooperative Application Authorizing Documents Cooperative Lead Participant

If subject to a governing body and board approval is required to legally bind the applicant, applicants must submit a Resolution no later than the secondary due date or CalRecycle will deem the application incomplete and disqualify the applicant.

#### The Resolution must:

- Authorize submittal of a Cooperative application on behalf of itself as Lead Participant and all Non-Lead Participants for a specifically named CalRecycle Grant Program and cycle number.
- 2. In the body of the Resolution, list the name of each Non-Lead Participant.
- **3.** Identify the job titles of the Signature Authorities authorized to sign all grant-related documents necessary to secure funds and implement the approved project(s). The Resolution may also include language authorizing the Signature Authorities to delegate authority to additional job titles.
  - **a.** Applicants can only submit a Letter of Designation if the corresponding Resolution includes designee language.
- **4.** Identify the time period during which the authorizations are valid. The minimum duration is the grant term, and the maximum duration is five years from the date of adoption. If the Resolution expires during the application period or the grant term, CalRecycle will require a new valid resolution.
- **5.** Be certified by the governing body.

**Note:** The Signature Authority must sign a Letter of Designation **prior** to the designee's exercise of their authority.

If **not subject to a governing body** applicants must submit a Letter of Commitment (LOC). Publicly held businesses or private for-profit companies may submit an LOC even if they are subject to a governing body under the condition that the signatory is an individual authorized to contractually bind the applicant for the conditions of the grant award. The LOC is due by the secondary due date or CalRecycle will deem the application as incomplete and will disqualify the applicant.

#### The LOC must:

- 1. Be on the Lead Participant's letterhead.
- Authorize the Lead Participant to submit a Cooperative application as Lead Participant with the names of all Non-Lead Participants listed as Non-Lead Participants.
- 3. Specify the Grant Program Name and Cycle Number.
- **4.** Identify the job titles of the Signature Authorities authorized to sign all grant-related documents necessary to secure funds and implement the approved project(s). The Letter may also include language authorizing the Signature Authorities to delegate authority to additional job titles.
  - **a.** Applicants can only submit a Letter of Designation if the corresponding Letter of Commitment includes designee language.
- **5.** Be valid for the duration of the specified Grant Cycle.
- **6.** Be signed and dated by the Signature Authority authorized to contractually bind the applicant.

#### **Cooperative Non-Lead Participant**

If subject to a governing body and board approval is required to legally bind the applicant, applicants must submit a Resolution.

#### The Resolution must:

- 1. Authorize the Lead Participant to submit a Cooperative application as Lead Participant on behalf of the Non-Lead Participant.
- 2. Specify the Grant Program Name and Cycle Number.
- **3.** Authorize the Lead Participant to execute all documents necessary to secure funds and implement the approved project(s).
- **4.** Identify the Non-Lead Participant's Signature Authority by listing the job title of the person(s) authorized to sign all grant-related documents necessary to secure funds and implement the approved project(s).
  - **a.** The Resolution may also authorize the Signature Authority to delegate this authority.
- **5.** Be valid for the duration of the specified Grant Cycle.
- **6.** Be certified by the governing body.

If **not subject to a governing body,** applicants must submit a Letter of Commitment (LOC). Publicly held businesses or private for-profit companies may submit an LOC even if they are subject to a governing body under the condition that the signatory is an individual authorized to contractually bind the applicant for the conditions of the grant award. The LOC is due by the secondary due date or CalRecycle will deem the application as incomplete and disqualify the applicant.

#### The LOC must:

- 1. Be on Non-Lead Participant's letterhead.
- **2.** Authorize the Lead Participant to submit a Cooperative Application as Lead Participant with itself as a Non-Lead Participant.
- 3. Specify Grant Program Name and Cycle Number.
- **4.** Identify the job titles of the Non-Lead Participant's Signature Authorities authorized to sign all grant-related documents necessary to secure funds and implement the approved project(s). The Letter may also include language authorizing the Signature Authorities to delegate authority to additional job titles.
  - **a.** Applicants can only submit a Letter of Designation if the corresponding Letter of Commitment includes designee language.
- **5.** Be valid for the duration of the specified Grant Cycle.
- **6.** Be signed and dated by the Signature Authority authorized to contractually bind the applicant.

# Regional Application Authorization Documents Regional Lead Participant

Applicant must submit a Resolution no later than the secondary due date or CalRecycle will deem the application incomplete and disqualify the applicant.

#### The Resolution must:

- 1. Authorize submittal of a Regional application on behalf of itself as Lead Participant and all Non-Lead Participants for all CalRecycle Grant Programs or for a specifically named CalRecycle Grant Program.
- 2. Include a provision allowing a Signature Authority to determine and submit a list of Non-Lead Participants in accordance with CalRecycle requirements.
- 3. Identify the job titles of the Signature Authorities authorized to sign all grant-related documents necessary to secure funds and implement the approved project(s). The Resolution may also include language authorizing the Signature Authorities to delegate authority to additional job titles.
  - **a.** Applicants can only submit a Letter of Designation if the corresponding Resolution includes designee language.
- **4.** Identify the time period during which the authorizations are valid. The minimum duration is the grant term, and the maximum duration is five years from the date of adoption. If the Resolution expires during the application period or the grant term, CalRecycle will require a new valid resolution.
- **5.** Be certified by the governing body.

#### **Regional Non-Lead Participant**

Applicant must submit a Letter of Authorization or Resolution no later than the secondary due date or CalRecycle will remove the Non-Lead Participant(s) from the application.

#### The Letter of Authorization must:

- 1. Be on the Non-Lead Participant's letterhead.
- **2.** Authorize the Lead Participant to submit a Regional Application and act as Lead Participant on behalf of the Non-Lead Participant.
- **3.** Authorize the Lead Participant to execute all documents necessary to implement the grant.
- 4. Specify the Grant Program Name and Cycle Number.
- **5.** Be valid for the duration of the specified Grant Cycle.
- **6.** Be signed and dated by an individual authorized to contractually bind the Non-Lead Participant.

#### The Resolution must:

- 1. Authorize the Lead Participant to submit a Regional application as Lead Participant on behalf of the Non-Lead Participant.
- 2. Specify the Grant Program Name and Cycle Number.
- **3.** Authorize the Lead Participant to execute all documents necessary to secure funds and implement the approved project(s).
- **4.** Be valid for the duration of the specified Grant Cycle.
- **5.** Be certified by the governing body.

#### **Joint Powers Authority Agreement**

Joint Powers Authorities (JPA) must upload a copy of their JPA Agreements giving them authority to conduct the project, listing all member entities, and containing the signature of all members. CalRecycle does not require Letters of Authorization for JPA applicants. A JPA applicant must still upload a Resolution as a part of their application and list all JPA members as Non-Lead Participants on the Applicant/Participant tab.

#### **Letter of Designation**

CalRecycle requires a Letter of Designation (LOD) only when the Signature Authority identified in the approved Resolution chooses to delegate their signature authority to another person. The applicant must upload the LOD **prior** to the designee's exercise of their authority. If the designee signs an application document in place of the Signature Authority, the applicant must upload the LOD with their application.

#### The LOD must:

- 1. Be on Applicant's letterhead.
- 2. Reference the Authorizing Resolution by number.
- **3.** Include the job title of the designee and the scope of the designee's authority.
- **4.** Include the time period during which the designee may exercise the authority.
- **5.** Be signed and dated by the Signature Authority.

The designee's authority may not extend beyond the effective date of the approved Resolution or Letter of Commitment. For example, if the Resolution is effective until December 31, 2025, then the Letter of Designation may not be effective beyond December 31, 2025.

## **Electronic and Original Signatures**

CalRecycle requires certified e-Signature or original wet signature on documents or forms that certify legally binding information.

**Note:** E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be completed using the "Fill and Sign" function within Adobe. Any document using the "Fill and Sign" function is considered incomplete and may be sent back to the applicant.

Once the document(s) have been signed by the Signature Authority, upload the digitally signed document, or scan the wet signature and save it to GMS. Retain the original document for potential CalRecycle audits. See Audit Considerations Section of the Procedures and Requirements document for more information.

If you have questions, email grantassistance@calrecycle.ca.gov.

# **Grant Review and Award Process**

### **Grant Application Review Process**

After the close of the application period, CalRecycle staff will review the applications for completeness and eligibility. Only complete applications will be considered for award. Applicants must receive a minimum score of 39 points to be considered for funding. Applicants will be evaluated and scored by a CalRecycle review panel based on the approved Scoring Criteria for the Beverage Container Recycling Grant Program, FYs 2024–25 and 2025–26. You can find the document on the Summary tab, in the Resources Document section of GMS.

Priority funding will be given to Tribal Entities and applicants with litter abatement projects along the United States-Mexico border. Applicants who meet the criteria will be given priority and will be considered for funding first.

**Note:** Out of State beverage containers collected as part of the litter abatement and cleanup projects cannot be funded under this grant program.

The evaluation committee may suggest modifications to the Budget and/or Work Plan.

#### **Grant Award Process**

For qualifying applications, CalRecycle staff will develop funding recommendations for the consideration and approval of CalRecycle's Director, or their designee; CalRecycle tentatively schedules this for March 2025. CalRecycle reserves the right to partially fund or fund individual phases of selected proposals, and CalRecycle may fund an amount less than requested.

CalRecycle reserves the right to not award any grant funds under one or more cycles.

## **Grant Award Conditions**

When awarded, this grant will be subject to two conditions:

- The recommended grantee must pay all outstanding debts due to CalRecycle, or bring current outstanding payments owed to CalRecycle, within 60 days of the award email date.
- 2. The recommended grantee's Signature Authority (or their delegated signature authority) must sign and return the Grant Agreement to CalRecycle. CalRecycle must receive the signed Grant Agreement within 60 days of the date of the award email.

Failure to comply with either condition will void the grant award.

# **Grant Program Administration**

## **Grant Agreement**

The Grant Agreement binds the Grantee to CalRecycle's requirements as outlined in the Grant Agreement documents. CalRecycle will send the Grant Agreement Cover Sheet electronically to allow for a certified e-signature using Adobe Sign.

These documents shall guide the grantee's administration of the grant project.

Following CalRecycle's conditional approval of the grant awards, we will email grantees the information below.

- Award email
- Grant Agreement Cover Sheet (CalRecycle 110)
  - To be signed by the grantee (this is the Lead Participant in cooperative/regional applications).
- (If applicable) Participant Grant Agreement Cover Sheet (CalRecycle 110-A)
  - To be signed by Non-Lead Participants (if application was a cooperative application).
- Exhibit A: Terms and Conditions
  - Contain CalRecycle's standard legal requirements for grants.
- Exhibit B: Procedures and Requirements
  - Contain specific requirements for administering this grant, including but not limited to project, reporting, and audit requirements.
- Exhibit C: Grantee's approved application with revisions, if any, and any amendments
- e-Signature Instructions for Awardees
  - Contains instruction on how to sign the Grant Agreement Cover Sheet and the Participant Grant Agreement Cover Sheet (if applicable) using Adobe Sign.

## **Reporting Process**

CalRecycle requires grantees to report on the progress of their grant on a quarterly basis. The Procedures and Requirements document contains detailed reporting information and deadlines.

## **Payment Request Process**

CalRecycle will retain 10 percent of each approved Payment Request amount until the Grant Manager approves the Final Report, the final Payment Request, and all required supporting documentation. The Procedures and Requirements document contains detailed payment information.

#### Available Funds

- \$ 1,500,000 is available for each grant cycle, fiscal years 2024–25 and 2025–26, subject to funding availability.
- \$ 75,000 is the minimum available for individual grant awards.
- \$ 275,000 is the maximum available for individual grant awards.
- For Regional/ Cooperative applications: \$275,000 is the maximum available for the joint grant award, subject to funding availability.

#### **Grant Term**

The Grant Term begins on the date that CalRecycle sends the Notice to Proceed email. The Grant Term ends on April 1, 2027 (RBC36 FY 2024–25) or April 1, 2028 (RBC37 FY 2025–26).

#### **FUNDING DETAILS**

Total estimated available funding

\$1,500,000

Expected number of awards

Dependent

Estimated amount per award

Dependent

Letter of Intent Required? No

Requires Matched Funding? No

Funding Source: State

Funding Source Notes: Public Resources Code, Division 12.1,

Chapter 7, Section 14581(a)(4)

Funding Method: Reimbursement(s)

Funding Method Notes: CalRecycle staff will review the applications for completeness and eligibility. Only complete applications will be considered for award. Applicants must receive a minimum score of 39 points in order to be considered for funding. Applicants will be evaluated and scored by a CalRecycle review panel based on the approved Scoring Criteria for the Beverage Container Recycling Grant Program, FY 2024-25 and 2025-26.



# REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 1, 2024

Departments: Public Works Fleet

TIME REQUIRED

SUBJECT Authorization for Purchase of Two

Sheriff Search and Rescue Trucks

PERSONS APPEARING BEFORE THE BOARD

#### AGENDA DESCRIPTION:

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

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

#### **RECOMMENDED ACTION:**

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

#### **FISCAL IMPACT:**

Not to exceed \$220,000 out of the Motor Pool Fund. Motor Pool has sufficient funds available to cover the purchase.

**CONTACT NAME:** Karyn Spears

PHONE/EMAIL: 760 616 4651 / kspears@mono.ca.gov

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

kspears@mono.ca.gov

mhanson@monosheriff.org

mhernandez@monosheriff.org

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

▼ YES □ NO

#### ATTACHMENTS:

Click to download

□ Staff Report SAR

■ SAR Truck Quote

### History

Time	Who	<b>A</b> pproval
9/24/2024 9:36 PM	County Counsel	Yes
9/24/2024 1:50 PM	Finance	Yes
9/25/2024 9:15 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 • monopw@mono.ca.govwww.monocounty.ca.gov

Date: October 1, 2024

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

From: Karyn Spears, Assistant Director of Public Works

Subject: Authorization for 2 Sheriff SAR Truck Purchases

#### Background:

The Sheriff's Department SAR team has two trucks that have exceeded their useful operating age.

#### Discussion:

The Sheriff is requesting to replace these vehicles with 2 new 2024 Ford F450 SAR trucks.

The purchases would include a "turnkey" installation of light bars, protective cages, radios, strobe lights, and other necessary equipment. This ensures a quality installation and reduces the potential for future installation related problems.

The first truck proposed for replacement is included as Exhibit A, the second truck quote is still pending.

Please contact me at 760.616.4651 or by email at kspears@mono.ca.gov if you have any questions regarding this project.

Respectfully submitted,

Karyn Spears - Assistant Public Works Director

#### **EXHIBIT A**



ASW-041824-1045

525 N16TH STREET, SACRAMENTO, CA 95811 PHONE: 916-299-3529

#### **QUOTE**

Name Address City Phone	MARK HANSON • MONO COUNTY SHERIFF  49 BRYANT ST BRIDGEPORT State CA Zip 93517 760-932-7549		(DATE SALES REP PHONE FOB	4/18/2024 <b>AARON</b> 916-929-0577 SACRAMENTO
Qty 1	Description  2024 FORD F450 REG CAB CHASSIS 4X2 DIESEL STATE OF CALIFORNIA CONTRACT: 1-22-23 CLIN: 50  EXTERIOR COLOR: WHITE	=	Unit Price \$57,549.00	<b>TOTAL</b> \$57,549.00
OPTIONS				
	PRICING BELOW SUBJECT TO CHANGI	<b></b>		
	W4G - CREW CAB 203" WB I 84" CA W4H - CHANGE TO 4X4 X4N - LIMITED SLIP REAR AXLE 86M - DUAL BATTERY - STD CKE - EXTRA KEY WI KEY FOB HARBOR QUOTE# SQ85743 - 12' SERIVCE BOD' DROPSHIP TO HARBOR: 88WR49  DOC FEE	Y	\$3.475.00 \$4.876.00 \$395.00 \$0.0D \$399.00 \$23,190.00 \$0.00	\$3,475.00 \$4,876.00 \$395.00 \$0.00 \$399.00 \$23,190.00 \$85.00
	SALES TAX CALCULATED AT: BASED ON REGISTRATION ADDRESS	7.250%		
(	e e e e e e e e e e e e e e e e e e e	Off	SubTotal DELIVERY SALE\$ TAX CA Tire Tax TOTAL ice Use Only	\$89,969.00 \$0.00 \$6,522.75 \$12.75 ! \$96 .5 04 . 51

#### \$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE DATE



ASW-041824-1045

# 525 N16TH STREET, SACRAMENTO, CA 95811 PHONE: 916-299-3529

MARK HANSON - MONO COUNTY SHERIFF

Customer

Address 49 BRYANT ST

Name

QUOTE

4/18/2024

**AARON** 

(DATE

SALES REP

C:t.	BRIDGEPORT State CA Zip 93517	PHONE	916-929-0577
City		_	
Phone	760-932-7549	FOB	SACRAMENTO
Qty	Description	Unit Price	TOTAL
1	2024 FORD F450 REG CAB CHASSIS 4X2 DIESEL	\$57,549.00	\$57,549.00
	STATE OF CALIFORNIA CONTRACT: 1-22-23-20F		
	CLIN: 50		
	EXTERIOR COLOR: WHITE		
OPTIONS			
	PRICING BELOW SUBJECT TO CHANGE		
1	W4G - CREW CAB 203" WB / 84" CA	\$3,475.00	\$3,475.00
1	W4H - CHANGE TO 4X4	\$4,876.00	\$4,876.00
1	X4N - LIMITED SLIP REAR AXLE	\$395.00	\$395.00
1	86M - DUAL BATTERY - STD	\$0.00	\$0.00
1	CKE - EXTRA KEY W/ KEY FOB	\$399.00	\$399.00
1	HARBOR QUOTE # SQ85743 - 12' SERIVCE BODY	\$23,190.00	\$23,190.00
1	DROPSHIP TO HARBOR: 88WR49	\$0.00	\$0.00
1	DOC FEE	\$85.00	\$85.00
	SALES TAX CALCULATED AT: 7.250% BASED ON REGISTRATION ADDRESS		
		SubTotal	\$89,969.00
	Payment Details	DELIVERY	\$0.00
	Cash	SALES TAX	\$6,522.75
(	Check	CA Tire Tax	\$12.75
	Credit Card	TOTAL	\$96,504.50
Name		- · · <del></del>	
CC#		ice Use Only	
	Expires	· · · · · ·	
	· — — )		

SIGNATURE DATE

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS



# REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** October 1, 2024

**Departments: Probation** 

**TIME REQUIRED** 

**SUBJECT** Contract with North American Mental

Health Services for Tele-Psychiatry

Services

**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 North American Mental Health Services pertaining to Tele-psychiatry services.

#### **RECOMMENDED ACTION:**

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

#### **FISCAL IMPACT:**

The agreement states that total payments to the contractor by the County will not exceed \$125,000 in any 12-month period. This contract will be paid through the Community Corrections Partnership Fund and was recommended by the CCP Executive Committee. This amount is included in the FY 2024-25 budget.

**CONTACT NAME:** Jeff Mills

PHONE/EMAIL: 7609325573 / jlmills@mono.ca.gov

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

#### MINUTE ORDER REQUESTED:

▼ YES □ NO

#### ATTACHMENTS:

(	Click to download
	□ <u>Staff Report</u>
	D Contract

#### History

Who Time **Approval** 

9/18/2024 1:43 PM County Counsel Yes 9/24/2024 1:29 PMFinanceYes9/24/2024 3:40 PMCounty Administrative OfficeYes



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517
BRIDGEPORT OFFICE (760) 932-5570•FAX (760)
932-5571
MAMMOTH OFFICE (760) 924-1730•FAX (760)
924-1731

probation@mono.ca.gov

Mark Magit Presiding Judge Superior Court

Dr. Karin Humiston Chief Probation Officer

Date: October 1, 2024

To: Honorable Board of Supervisors

From: Karin Humiston, Chief of Probation

Subject: Contract with North American Mental Health Services

#### **Recommended Action:**

Approve contract with North American Mental Health Services to provide services one additional year and authorize County Administrative Officer to execute said contract on behalf of the County.

#### Discussion:

Probation Department is seeking a contract with North American Mental Health Services for Tele-Psychiatry services. This agreement will provide services for fiscal year 2024-2025. The contract addresses the need for psychological evaluations, psychiatric evaluations, and mental health assessments. The contract will cover those requests made by probation officers, that were approved and ordered by the court.

This would assist the Reentry team with assessing the needs of participants and falls within the scope of identified objectives in the Community Corrections Partnership Realignment Plan.

#### **Fiscal Impact:**

The agreement states that total payments to the contractor by the County will not exceed \$125,000.00 in any 12-month period. This contract will be paid through the Community Corrections Partnership Fund and was recommended by the CCP Executive Committee. This amount is in the FY 2024-25 budget.

No fiscal impact to the General Fund.

#### **Attachments:**

None

# AGREEMENT BETWEEN COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL HEALTH SERVICES (NAMHS) FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES

#### INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of Tele-Psychiatry of Native American Mental Health Services dba North American Mental Health Services (NAMHS) (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 Probation Chief, 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:

	<b>Exhibit 1</b> : General Conditions (Construction)
	Exhibit 2: Prevailing Wages
	Exhibit 3: Bond Requirements
	Exhibit 4: Invoicing, Payment, and Retention
	Exhibit 5: Trenching Requirements
	Exhibit 6: FHWA Requirements
	Exhibit 7: CDBG Requirements
$\boxtimes$	Exhibit 8: HIPAA Business Associate Agreement
	Exhibit 9: Other

#### 2. TERM

The term of this Agreement shall be from August 1, 2024, to July 31, 2025, 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 \$125,000.00, not to exceed \$125,000.00 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. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

#### 4. WORK SCHEDULE

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

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

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

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

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

#### 7. COUNTY PROPERTY

- A. <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

A.

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

A.	Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all
applica	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, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

- B. <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:

Karin Humiston, Chief of Probation Mono County Probation P.O. Box 596 Bridgeport, CA 93517

#### Contractor:

Native American Mental Health Services dba North American Mental Health Services 1742 Oregon Street Redding, CA 96001

#### 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>
Ву:	By: Dr Thomas Andrews (Aug 20, 2024 13:25 PDT)
Гitle:	Title: Owner
Dated:	Dated: Aug 20, 2024
APPROVED AS TO FORM:	
County Counsel	
APPROVED BY RISK MANAGEMENT:	
Risk Manager	

#### ATTACHMENT A

# AGREEMENT BETWEEN COUNTY OF MONO AND Native American Mental Health Services dba North American Mental Health Services (NAMHS)

#### FOR THE PROVISION OF Tele-Psychiatry SERVICES

#### TERM:

FROM: August 1, 2024 TO: July 31, 2025

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

- 1. Services. Pursuant to the terms of this Agreement, Contractor shall employ, or otherwise arrange for, services of provider(s), to conduct Tele-psychiatry and on-site visits for the purpose of delivering direct patient care services, as agreed upon by both parties.
- 1.1 Professional Medical Services. The County hereby grants the right to Contractor to employ, or otherwise arrange for the services of, provider(s), and hereby grants the right to provide professional medical services. Services shall include:
- 1.1.1 Psychiatry services of Tele-psychiatry, consisting of psychiatric/medication evaluations, prescribing and monitoring medications for clients with mental health and substance abuse disorders.
- 1.1.2 Services may include psychological evaluations and mental health evaluations through Tele-psychiatry on an as-needed basis.
- 1.2 Contractor Services. Contractor to render the following services:
- 1.2.1 Psychiatric evaluation and follow up, including laboratory evaluation
- 1.2.2 Pharmaceutical Management including medication preauthorization
- 1.2.3 Drug and alcohol treatment when necessary
- 1.2.4 Child and adolescent treatment along with the follow up and management
- 1.2.5 Refills of medication with the assistance of the County, the Mono County Jail and/or Mono County Behavioral Health, if needed. Provide consultation for "call backs", which are screened by the County. Phone consultation will be provided on an as needed basis for emergency or urgent evaluations.
- 1.2.6 Clinical Counseling in the community.
- 1.2.7 Psychoeducation or Psychological Evaluations.
- 1.2.8 Mental Health Evaluations.
- 1.2.9 Case Management Services as needed.

Duties of Contractor. During the term of this agreement, Contractor shall have the obligation to:

- 1.3.1 The above services will be performed at the Mono County Jail onsite through Telemedicine and in the community, as deemed appropriate by the parties.
- 1.3.2 Provide reports, shall provide psychiatric and psychological reports within 10 working days, unless a date is agreed upon due to judicial needs.
- 1.3.3 Mental Health Evaluations as expediently as possible as determined by judicial need.
- 1.3.4 Notwithstanding the Insurance provisions in Paragraph 9 above, Contractor shall provide malpractice coverage of one million dollars(\$1,000,000.00) and three million dollars (\$3,000,000.00) respectively, for each psychiatric provider employed by contractor.

#### **ATTACHMENT B**

# AGREEMENT BETWEEN COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL HEALTH SERVICES (NAMHS) FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES

#### TERM:

FROM: August 1, 2024 TO: July 31, 2025

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

The County agrees to provide compensation to Contractor and Contractor agrees to accept compensation at the following rates:

- 1. \$175 per hour of Tele Counseling Services provided to clients of Mono County by MSW/Supervised Psychologist providers in accordance with this agreement.
- 2. \$220 per hour of Tele psychiatric Services provided to clients of Mono County by Pas/NP providers in accordance with this agreement.
- 3. \$260 PER HOUR OF Tele psychiatric Services provided to clients of Mono County by MD providers in accordance with this agreement.

The County guarantees payment for any scheduled service hours. Contractor shall provide an invoice to the County on a monthly basis, which invoice the County shall pay within thirty (30) days of receipt as described in paragraph 3.E of this Agreement. In no event shall total payments to Contractor by County pursuant to this agreement exceed \$125,000 in any twelve-month period.

$\square$ S	See A	ttachment	В1,	, incorporated	herein l	oy t	his re	erence	(op	tional	)
-------------	-------	-----------	-----	----------------	----------	------	--------	--------	-----	--------	---

# NAMHS\_Probation 8-1-2024

Final Audit Report 2024-08-20

Created: 2024-08-19

By: Jeff Mills (jlmills@mono.ca.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAfxjljssS2cCZbBFphY0TwAzCwKgCYstP

# "NAMHS\_Probation 8-1-2024" History

Document created by Jeff Mills (jlmills@mono.ca.gov) 2024-08-19 - 9:40:18 PM GMT- IP address: 162.252.90.163

Document emailed to acoffman@namhs.com for signature 2024-08-19 - 10:07:23 PM GMT

Email viewed by acoffman@namhs.com 2024-08-20 - 5:19:20 AM GMT- IP address: 146.75.136.1

Signer acoffman@namhs.com entered name at signing as Dr Thomas Andrews 2024-08-20 - 8:25:48 PM GMT- IP address: 35,131,66,234

Document e-signed by Dr Thomas Andrews (acoffman@namhs.com)

Signature Date: 2024-08-20 - 8:25:50 PM GMT - Time Source: server- IP address: 35,131,66,234

Agreement completed. 2024-08-20 - 8:25:50 PM GMT

# NAMHS\_Probation 8-1-2024 - signed

Final Audit Report 2024-09-09

Created: 2024-09-05

By: Jeff Mills (jlmills@mono.ca.gov)

Status: Signed

Transaction ID: CBJCHBCAABAA0a2gJ9tUT4CULD3ZUQ8eVBpDixVTnR5G

# "NAMHS\_Probation 8-1-2024 - signed" History

Document created by Jeff Mills (jlmills@mono.ca.gov) 2024-09-05 - 11:33:58 PM GMT- IP address: 162.252.90.163

- Document emailed to Christopher Beck (cbeck@mono.ca.gov) for signature 2024-09-05 11:35:52 PM GMT
- Email viewed by Christopher Beck (cbeck@mono.ca.gov) 2024-09-06 4:01:34 PM GMT- IP address: 162,252,88,209
- Document e-signed by Christopher Beck (cbeck@mono.ca.gov)

  Signature Date: 2024-09-06 4:01:46 PM GMT Time Source: server- IP address: 162.252.88.209
- Document emailed to Jacob Sloane (jsloane@mono.ca.gov) for signature 2024-09-06 4:01:48 PM GMT
- Email viewed by Jacob Sloane (jsloane@mono.ca.gov) 2024-09-09 2:33:04 PM GMT- IP address: 162,252,88,212
- Document e-signed by Jacob Sloane (jsloane@mono.ca.gov)

  Signature Date: 2024-09-09 6:24:05 PM GMT Time Source: server- IP address: 162.252.88.212
- Agreement completed.
  2024-09-09 6:24:05 PM GMT





# REGULAR AGENDA REQUEST

■ Print

1, 20	24
1	, 20

**Departments: Sheriff** 

TIME REQUIRED

SUBJECT Budget Adjustment for Sheriff's Office

to Implement Alcoholic Beverage

**Control Grant** 

PERSONS APPEARING BEFORE THE

BOARD

#### **AGENDA DESCRIPTION:**

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

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

#### RECOMMENDED ACTION:

Approve budget adjustment for FY 2025-25 as requested or amended. (4/5 vote required)

#### **FISCAL IMPACT:**

Increase revenues and appropriations by \$33,603 for alcoholic beverage control. There is no match required for the grant.

**CONTACT NAME:** Ingrid Braun

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

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

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

▼ YES □ NO

#### **ATTACHMENTS:**

Cli	Click to download		
D	<u>Staff Report</u>		
D	ABC Grant Signed		
D	Mono SD STD 213		
D	<u>R24-079</u>		

#### History

TimeWhoApproval9/18/2024 1:36 PMCounty CounselYes

 9/24/2024 1:51 PM
 Finance
 Yes

 9/24/2024 3:36 PM
 County Administrative Office
 Yes



Ingrid Braun

DATE:

October 1, 2024

Clint Dohmen

**Sheriff-Coroner** 

TO:

The Honorable Board of Supervisors

Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Budget Amendment - Fiscal Year 2024-2025 Alcoholic Beverage Control Grant

#### **RECOMMENDATION:**

Approve Appropriation Transfer Request for an increase in allocations in the State ABC Grant budget unit in the Sheriff's Office.

#### **DISCUSSION:**

On August 13, 2024, the Board of Supervisors approved Resolution 24-079, authorizing the Mono County Sheriff Office to apply for and administer the Alcoholic Beverage Control (ABC) Alcohol Policing Partnership (APP) Grant for Fiscal Year 2024-25. The ABC Grant for \$33,603.00 was officially awarded on August 29, 2024. The grant award was issued after the budget development was finalized.

#### **FINANCIAL IMPACT:**

Increase allocations to \$33,603.00. There is no match required for the grant.

Respectfully submitted,

Ingrid Braun Sheriff-Coroner

#### COUNTY OF MONO APPROPRIATION TRANSFER REQUEST **Department Name:** Mono County Sheriff's Office Date: 9/5/2024 Prepared by: Phone: Arleen Mills 760-932-5278 Action Type -Line Item Increase: + \*\*Make sure revenue increases and use of fund balance are negative in the adjustment column Line Item Decrease: -\*\*Make sure expenditure decreases are negative in the adjustment column Action Account Number **Account Name** Approved Budget Adjustment Adjusted Budget XXX-XX-XXX-XXXXX \$XX,XXX.XX \$XX,XXX.XX \$XX,XXX.XX 100-22-440-15410 ST: ABC GRANT \$0.00 (\$33,603.00)+ (\$33,603.00)100-22-440-21120 \$150,000.00 **OVERTIME** \$28,661.00 \$178,661.00 100-22-440-33120 SPECIAL DEPARTMENT EXPENSE \$11,400.00 \$500.00 \$11,900.00 100-22-440-31200 **EQUIPMENT** \$146,200.00 \$2,400.00 \$148,600.00 100-22-440-33350 TRAVEL AND TRAINING EXPENSES \$180,300.00 \$2,042.00 \$182,342.00 \$0.00 Total (Must equal \$0) **Explanation** Please address the following for the Budget adjustment requested: (Attach memo if necessary) 1 - Why was this revenue not anticipated at time of Budget Development? The grant was awarded after budget development was finalized. 2 - Why are funds available for the budget adjustment? The Sheriff's Office was awarded a Department of Alcoholic Beverage Control grant in the amount of \$33,603 3 - Is this a non-recurring event or should this be reflected in next years budget? Non-reoccurring **Budget Request detail** Board Approval not required x Revenue increase/decrease X Board Approval required x Appropriation increase/decrease Request for Contingency 1. Department Head - Signature 2. Budget Officer - Signature Megan Chapman **Ingrid Braun** 3. Finance Director - Signature 4 CAO - Signature Janet Dutcher Sandra Moberly

Budget Transfer Request 2022-07-01

Signature: 503

Email: ibraun@monosheriff.org

Signature: Janet Dutcher

Email: jdutcher@mono.ca.gov

Signature: Megan Chapman

Email: mchapman@mono.ca.gov

Signature: Sandra Moberly

Email: smoberly@mono.ca.gov

## ATR - 440 - ABC Grant

Final Audit Report 2024-09-06

Created: 2024-09-05

By: Arleen Mills (amills@monosheriff.org)

Status: Signed

Transaction ID: CBJCHBCAABAAL83pB4nLcFFqQIF6gpwL5yISqzd06p9y

## "ATR - 440 - ABC Grant" History

- Document created by Arleen Mills (amills@monosheriff.org) 2024-09-05 10:25:10 PM GMT- IP address: 162.252.90.163
- Document emailed to Ingrid Braun (ibraun@monosheriff.org) for signature 2024-09-05 10:26:38 PM GMT
- Email viewed by Ingrid Braun (ibraun@monosheriff.org)
  2024-09-05 10:38:04 PM GMT- IP address: 172.226.212.10
- Document e-signed by Ingrid Braun (ibraun@monosheriff.org)

  Signature Date: 2024-09-05 10:56:11 PM GMT Time Source: server- IP address: 162.252.90.163
- Document emailed to Megan Chapman (mchapman@mono.ca.gov) for signature 2024-09-05 10:56:12 PM GMT
- Email viewed by Megan Chapman (mchapman@mono.ca.gov) 2024-09-05 11:19:04 PM GMT- IP address: 162,252,88,212
- Document e-signed by Megan Chapman (mchapman@mono.ca.gov)

  Signature Date: 2024-09-05 11:19:50 PM GMT Time Source: server- IP address: 162.252.88.212
- Document emailed to Janet Dutcher (jdutcher@mono.ca.gov) for signature 2024-09-05 11:19:52 PM GMT
- Email viewed by Janet Dutcher (jdutcher@mono.ca.gov) 2024-09-06 4:28:32 PM GMT- IP address: 162.252.90.163
- Document e-signed by Janet Dutcher (jdutcher@mono.ca.gov)

  Signature Date: 2024-09-06 4:29:12 PM GMT Time Source: server- IP address: 162.252.90.163
- Document emailed to Sandra Moberly (smoberly@mono.ca.gov) for signature 2024-09-06 4:29:14 PM GMT



Email viewed by Sandra Moberly (smoberly@mono.ca.gov) 2024-09-06 - 5:01:31 PM GMT- IP address: 162.252.88.209

Document e-signed by Sandra Moberly (smoberly@mono.ca.gov)
Signature Date: 2024-09-06 - 5:02:00 PM GMT - Time Source: server- IP address: 162.252.88.209

Agreement completed.
 2024-09-06 - 5:02:00 PM GMT

**SCO ID:** 2100-24APP26

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (If Applicable) STANDARD AGREEMENT 24-APP26 ABC-2100 STD 213 (Rev. 04/2020) 1. This Agreement is entered into between the Contracting Agency and the Contractor named below: CONTRACTING AGENCY NAME Department of Alcoholic Beverage Control **CONTRACTOR NAME** County of Mono through the Mono County Sheriff's Office 2. The term of this Agreement is: START DATE July 1, 2024 THROUGH END DATE June 30, 2025 3. The maximum amount of this Agreement is: \$33,603.00 Thirty three thousand six hundred three dollars and no cents 4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement. **Exhibits** Title **Pages** Fxhibit A Scope of Work 2 Exhibit B 3 **Budget Detail and Payment Provisions** 4 Exhibit C\* General Terms and Conditions Exhibit D Special Terms and Conditions Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO. **CONTRACTOR** CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mono through the Mono County Sheriff's Office **CONTRACTOR BUSINESS ADDRESS** CITY Ζ**Ι**Ρ **STATE** CA 93517 **Bridgeport** 49 Bryant Street PRINTED NAME OF PERSON SIGNING TITLE Sheriff **Ingrid Braun** CONTRACTOR AUTHORIZED SIGNATURE **DATE SIGNED** Digitally signed by Ingrid Braun Date: 2024.08.19 14:27:29 -07'00' STATE OF CALIFORNIA CONTRACTING AGENCY NAME Department of Alcoholic Beverage Control **CONTRACTING AGENCY ADDRESS** CITY Ζ**Ι**Ρ **STATE** CA 95834 3927 Lennane Drive Sacramento PRINTED NAME OF PERSON SIGNING TITLE Pattye Baker Chief, Business Management Branch CONTRACTING AGENCY AUTHORIZED SIGNATURE **DATE SIGNED** Digitally signed by Pattye Baker Pattye Baker 08/29/2024 Date: 2024.08.29 11:25:00 -07'00' CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL EXEMPTION (If Applicable)



#### R24-079

#### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING THE APPLICATION FOR THE STATE OF CALIFORNIA ALCOHOLIC BEVERAGE CONTROL ALCOHOL POLICING PROGRAM GRANT FOR FISCAL YEAR 24-25

**WHEREAS**, the Mono County Sheriff's Office desires to undertake a project designated as Alcohol Police Partnership (APP) Program to be funded in part from funds made available through the Alcohol Policing Partnership Program (APP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC).

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO **RESOLVES** that: grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**BE IT FURTHER, RESOLVED,** that the Mono County Board of Supervisors agrees that the following personnel of the Mono County Sheriff's Office are authorized to execute on behalf of the County the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto:

Sheriff Ingrid Braun

Finance Officer Arleen Mills

Sergeant Arturo Torres;

**BE IT FURTHER, RESOLVED,** that the Mono County Board of Supervisors agrees that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

**BE IT FURTHER, RESOLVED,** that the Mono County Board of Supervisors agrees that this award is not subject to local hiring freezes.

**PASSED, APPROVED** and **ADOPTED** this 13th day of August 2024, by the following vote, to wit:

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

NOES: None.

ABSENT: None.

1	ABSTAIN: None.	
2		John Peters
3		John Peters (Aug 13, 2024 12:06 PDT)
4		John Peters, Chair Mono County Board of Supervisors
5		Wollo County Board of Supervisors
6	ATTEST:	APPROVED AS TO FORM:
7		
8	D'Adrick	
9	J. Who off	
10	Clerk of the Board	County Counsel
11		
12		
13		
14		
15		



## REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** October 1, 2024

**Departments: Sheriff** 

**TIME REQUIRED** 

**SUBJECT** Amended Madera County Sheriff -

Coroner - Autopsy Services

**PERSONS APPEARING BEFORE THE** 

**BOARD** 

#### AGENDA DESCRIPTION:

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

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

#### **RECOMMENDED ACTION:**

Approve and authorize the Chair of the Board of Supervisors to sign the amended contract with Madera County Sheriff-Coroner.

#### **FISCAL IMPACT:**

There is no additional fiscal impact to the Sheriff's budget.

**CONTACT NAME:** Sarah Roberts

PHONE/EMAIL: 7609201253 / snrdds76@aim.com

**SEND COPIES TO:** 

#### MINUTE ORDER REQUESTED:

☐ YES 
☐ NO

#### ATTACHMENTS:

Click to download

Madera Amendment 2024

#### History

Who Time **Approval** 

County Counsel 9/25/2024 9:56 AM Yes

9/24/2024 1:37 PM Finance Yes Ingrid Braun

DATE:

October 1, 2024

Clint Dohmen

**Sheriff-Coroner** 

TO:

The Honorable Board of Supervisors

**Undersheriff** 

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Amended Madera County Sheriff - Coroner - Autopsy Services

#### **RECOMMENDATION:**

Request the Board of Supervisors authorize and sign the amended contract with the Madera County Sheriff-Coroner. Authorize Chair of the Board of Supervisors to sign the amended contract with the Madera County Sheriff-Coroner.

#### **DISCUSSION:**

The Sheriff-Coroner is required by law to conduct investigations into all unattended deaths occurring within Mono County to determine the manner and cause of said deaths. On occasion, death investigations are conducted that are complicated in nature and require a higher level of forensic scrutiny than can be provided locally. The Madera County Sheriff-Coroner has provided such services for the Mono County Sheriff's Office.

#### **FINANCIAL IMPACT:**

The amended contract is in term only. Therefore, there is no financial impact.

Respectfully submitted,

Ingrid Braun Sheriff-Coroner

(Madera	MADERA COUNTY CONTRACT NO County Sheriff-Coroner: Amendment to Agreement for Autopsy Services)
THIS	AMENDMENT is made and entered into this day of
	, 2024, by and between the COUNTY OF MADERA, a political
subdivision	of the State of California ("MADERA COUNTY"), and the COUNTY OF
MONO, a po	olitical subdivision of the State of California ("MONO COUNTY"). MADERA
COUNTY ar	nd MONO COUNTY are at times each referred to herein as "Party" or
collectively a	s "Parties."
	RECITALS
A.	The Parties entered into Madera County Contract No. 12517-23 (the
"Agreement"	) on June 20, 2023, and now desire to amend it as set forth herein.
NOW,	THEREFORE, the Parties agree as follows:
	AMENDMENT
1,	Paragraph 1 of the Agreement is amended to read as follows:
	"1. <b>TERM</b> . To begin October 1, 2022, and end upon the date set forth
	in the notice of termination, as provided in paragraph 2."
2.	Except as otherwise amended herein, the Agreement shall continue in full
force and eff	ect.
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\* \* \* \* \* \* \* \* \* \*

**IN WITNESS WHEREOF** the foregoing Amendment is executed on the date and year first above-written.

	COUNTY OF MADERA
ATTEST:	Chairman, Board of Supervisors
Clerk, Board of Supervisors	COUNTY OF MONO
Approved as to Legal Form: COUNTY COUNSEL  Dale E.  Bacigalupi  Bacigalupi  Bacigalupi  DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith Date: 2024.06.12 18:38:33-07'00'	By:(Signature)  (Print Name)  Title:
ACCOUNT NUMBER(S)	Approved as to Legal Form: MONO COUNTY COUNSEL  By:
	RISK MANAGER:  By: Approval on file from  Jay Sloane.



## REGULAR AGENDA REQUEST

■ Print

MEETING DAT	E Od	ctober 1,	2024
Departments: I	Public	Works	Road

TIME REQUIRED

SUBJECT Authorization for Purchase of Road

Division 10-Wheeler

PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

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

#### **RECOMMENDED ACTION:**

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

#### **FISCAL IMPACT:**

This purchase will be covered by insurance for the replacement for the 10-wheeler that was totaled on November 1, 2023. Public Works Fleet will provide the upfront payment which will then be reimbursed.

**CONTACT NAME:** Steve Reeves

PHONE/EMAIL: 760 932 5449 / sreeves@mono.ca.gov

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

sreeves@mono.ca.gov

kspears@mono.ca.gov

#### MINUTE ORDER REQUESTED:

▼ YES □ NO

#### ATTACHMENTS:

I	Click to download				
I	□ Staff Report 10 Wheeler				
I	□ Sales Order				
I	□ Email Approval				

### History

Time	Who	Approval
9/18/2024 1:39 PM	County Counsel	Yes
9/24/2024 1:14 PM	Finance	Yes
9/24/2024 2:09 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: October 1, 2024

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

**From:** Steve Reeves Road Superintendent

Subject: Insurance 10-Wheeler Replacement

#### **Background:**

On November 1, 2023, one of Mono County's 10-whelers was involved in an accident which resulted in the 10-wheeler being totaled.

#### Discussion:

The insurance company has approved a full replacement in the amount of \$410,000. The truck delivery will take 12 months after the order has been placed.

The replacement will include a new Henderson slide in sander and a new Henderson snowplow attachment.

If you have any questions regarding this item, please contact Steve Reeves at 932-5449.

Respectfully submitted,

Steve Reeves

Steve Reeves Mono County Road Superintendent



# **CALL OUR OFFICE** (775) 331-2550

1550 South McCarran Blvd, Sparks Nv 89431

## **Buyers Order**

Deal#: DE-111401 Opp#: 2024-156624 Date: 06/30/2025

www.VelocityTruckCenters.com

Contact: James Pescitelli - Mobile: 775-690-5401 - Email: JPESCITELLI@VVGTRUCK.COM Ship To: Bill To: PROS-148321 MONO COUNTY 74 N SCHOOL ST BRIDGEPORT CA 93517-8155 Phone: (760) 920-7768 sreeves@mono.ca.gov Price: \$201,372.00 New 2026 FREIGHTLINER 108SD PLUS Unit#: Stock#: GVW: 56000 Color: White VIN: TBD \$175,348.96 Henderson dump bed, sander and Expressway plow per qte# BWJ0 Unit Price: \$376,720.96 To Be Delivered On or About: 06/30/2025 \$376,720.96 **Sub Total** \$195.00 Admin Fee Doc Fee \$195.00 Sales Tax (7.250%) \$27,340.55 Total Vehicle Sale Price \$404,451.51 **Net Total** \$404,451.51 Lienholder: None... Freightliner 108SD 6x6 Snow Plow with Henderson snow plow & equipment included. Delivery 12-14 months. Pending CARB allocation of 3 Diesel to 1 EV registrations effective 01/01/2025. \*\*\* PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES. \*\*\* ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT SELLER.

The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order. James Pescitelli MONO COUNTY (Salesperson Name) (Purchaser's Name) (Approved By) (Purchaser's Signature)

Date

Date

- 1. TRADE-IN(S). Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments berete.
- 2. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.
- 3. CANCELLATION. Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.
- 4. SALES AND OTHER TAXES. Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.
- 5. DELIVERY. All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.
- 6. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.
- 7. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchasers request for an additional fee.
- 8. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.
- 9. GENERAL. Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- 10. IMPORT TARIFFS: Purchaser acknowledges that any import tariffs imposed by the government are the sole responsibility of the Purchaser and will result in an increase in the Seller's price equal to the amount of the obligatory tariff.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by:	(Company Name)		(Date)
Signor's Name and Title:		X.	
	(Please Print Name and Title. Must be an Officer of the company		(Signature)
	Authorized to approve capital purchases.)		

Prepared by:
James Pescitelli
VELOCITY TRUCK CENTERS
1550 S MCCARRAN BLVD
SPARKS, NV 89431
Phone: 775-690-5401

A proposal for **Mono County** 

# Prepared by VELOCITY TRUCK CENTERS

James Pescitelli

Aug 28, 2024

# Freightliner 108SD Plus With New Henderson Dump Body, Sander & Expressway Plow



Components shown may not reflect all spec'd options and are not to scale



Prepared by: James Pescitelli **VELOCITY TRUCK CENTERS** 1550 S MCCARRAN BLVD SPARKS, NV 89431 Phone: 775-690-5401

#### QUOTATION

#### 108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

MERITOR MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE WITH PUMP

HENDRICKSON HAULMAAX EX 40,000# REAR SUSPENSION

MERITOR MX-16-120HR 16,000# 1790MM KPI SINGLE FRONT DRIVE AXLE WITH HR CARRIER

16,000# TAPERLEAF FRONT SUSPENSION

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL

5100MM (201 INCH) WHEELBASE

NO FIFTH WHEEL

11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI

1600MM (63 INCH) REAR FRAME OVERHANG

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

			PER UNIT	TOTAL
VEHICLE PRICE 1	OTAL # OF UNITS (1)	\$	201,372	\$ 201,372
EXTENDED WARRANTY		\$	0	\$ 0
DEALER INSTALLED OPTIONS		\$	175,348	\$ 175,348
CUSTOMER PRICE BEFORE TAX		\$	376,720	\$ 376,720
TAXES AND FEES	of free No.			
TAXES AND FEES		\$	0	\$ 0
OTHER CHARGES		\$	390	\$ 390
TRADE-IN	and the second	39-11		
TRADE-IN ALLOWANCE		\$	(0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY)	\$	377,110	\$ 377,110
COMMENTS:				
Projected delivery on / / provided the ord	er is received before _	_/	/	
APPROVAL:				
Please indicate your acceptance of this quotation by s	igning below:			
Customer: X	Date: / _	_/		

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VELOCITY TRUCK CENTERS
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### SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear	
Price Level		name in Sec		
PRL-29D	SD PRL-29D (EFF:MY26 ORDERS)			
Data Version				
DRL-006	SPECPRO21 DATA RELEASE VER 006			
Vehicle Configurat	ion			. x . U. Y.
001-176	108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748	
004-226	2026 MODEL YEAR SPECIFIED	•	•	
002-004	SET BACK AXLE - TRUCK			
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10	
003-001	LH PRIMARY STEERING LOCATION			
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			
99D-018	CARB CLEAN IDLE LABELS FOR INITIAL REGISTRATION IN STATES REQUIRING CARB EMISSIONS CERTIFICATION - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)			
AF2-013	DOMICILED CALIFORNIA			
A85-011	CONSTRUCTION SERVICE			
A84-1GM	GOVERNMENT BUSINESS SEGMENT			
AA4-010	DIRT/SAND/ROCK COMMODITY			
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			
AB1-008	MAXIMUM 8% EXPECTED GRADE			
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY			
A66-99D	EXPECTED FRONT AXLE(S) LOAD: 16000.0 lbs			



	Data Code	Description	Weight Front	Weight Rear
Α	68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A	.63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 56000.0 lbs		
A	70-99D	EXPECTED GROSS COMBINATION WEIGHT: 70000.0 lbs		
Truck Se	rvice			
A	A3-018	FRONT PLOW/END DUMP BODY		
A	\88-99D	EXPECTED TRUCK BODY LENGTH: 15.0 ft		
A	NF3-1W0	HENDERSON		
F	RTK-1AA	APPROVAL TO SHARE SPEC WITH TEM		
Engine	A SECTION			
1	01-3BU	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM		
Electroni	c Parameter	s		
7	'9A-064	64 MPH ROAD SPEED LIMIT		
7	'9B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
7	'9P-007	PTO RPM WITH CRUISE SET SWITCH - 1100 RPM		
7	'9U-004	PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND		
7	'9W-025	CRUISE CONTROL BUTTON PTO CONTROL AND ONE REMOTE PTO SPEED		
7	9X-005	PTO SPEED 1 SETTING - 900 RPM		
8	80G-002	PTO MINIMUM RPM - 700		
8	80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
8	80V-100	PTO MODE SPEED CONTROL ACTIVATION REQUEST FOR REMOTE ENGINE INTERFACE		
Engine E	quipment			
9	99C-124	EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION		
1	3E-005	OIL PAN FOR AWD AND AWD CONVERSIONS		
1	05-015	OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY		
C	014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
1	24-1DJ	DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10	



Data Code	Description	Weight Front	Weight Rear	
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES			
290-017	BATTERY BOX FRAME MOUNTED			
281-001	STANDARD BATTERY JUMPERS			
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			
289-001	NON-POLISHED BATTERY BOX COVER			
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2		
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			
128-032	C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH	80		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK			
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)			
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			



Data Code	Description	Weight Front	Weight Rear	
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			
110-003	CUMMINS SPIN ON FUEL FILTER			
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			
266-104	1115 SQUARE INCH ALUMINUM RADIATOR			
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			
270-016	RADIATOR DRAIN VALVE			
360-013	1350 ADAPTER FLANGE, FOR FRONT PTO PROVISION	20		
132-004	ELECTRIC GRID AIR INTAKE WARMER			
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH			
Transmission				1976
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			
Transmission Equip	oment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			



	Data Code	Description	Weight Front	Weight Rear	
	84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			
	84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY			
	84N-004	FUEL SENSE 2.0 PLUS - DYNACTIVE: PERFORMANCE, NEUTRAL AT STOP: ACTIVE			
	84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			
ā	84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS			
	85T-998	NO AMT HOLD MODE			
	353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP			
	34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			
	341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			
	345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			
	97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			
	370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15		
	375-006	MERITOR MTC-4210 AND MTC-4213 TRANSFER CASE OIL COOLER	20		
	346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			
	373-037	MERITOR MTC 4213X 2-SPEED TRANSFER CASE	450	300	
	376-008	TRANSFER CASE SHIFT CONTROLS IN DASH			
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			
Front A	Axle and Equi	pment			
	400-1F1	MERITOR MX-16-120HR 16,000# 1790MM KPI SINGLE FRONT DRIVE AXLE WITH HR CARRIER	1,310	310	
	398-614	6.14 FRONT AXLE RATIO			
	389-079	MXL 16T MERITOR EXTENDED LUBE FRONT STEERING AXLE DRIVELINE WITH HALF ROUND YOKES			
	402-086	MERITOR 16.5X6 Q+ MX DRIVE AXLE CAST SPIDER CAM FRONT BRAKES			
	403-002	NON-ASBESTOS FRONT BRAKE LINING			



Data Code	Description	Weight Front	Weight Rear
419-015	MERITOR CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS		
409-010	FRONT GREASE SEAL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-026	16,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equi	pment		
420-1K4	MERITOR MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE WITH PUMP		2,530
421-614	6.14 REAR AXLE RATIO		
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		40
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	45	45
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
382-074	MXL 176T MERITOR EXTENDED LUBE INTERTRANSMISSION DRIVELINE WITH HALF ROUND YOKES	10	
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		



Data Code	Description	Weight Front	Weight Rear	
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			
433-002	NON-ASBESTOS REAR BRAKE LINING			
434-003	STANDARD BRAKE CHAMBER LOCATION			
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-20	
440-006	REAR OIL SEALS			
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20	
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			
42T-001	STANDARD REAR AXLE BREATHER(S)			
Rear Suspension				
622-311	HENDRICKSON HAULMAAX EX 40,000# REAR SUSPENSION		50	
621-1AP	HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT			
624-009	54 INCH AXLE SPACING			
628-010	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN			
623-016	STANDARD DUTY FORE/AFT AND HEAVY DUTY TRANSVERSE CONTROL RODS			
625-008	DOUBLE REBOUND STRAP - INBOARD AND OUTBOARD		13	
Pusher / Tag Equip	oment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS			
Brake System				
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL			
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			
904-001	FIBER BRAID PARKING BRAKE HOSE			
412-001	STANDARD BRAKE SYSTEM VALVES			
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			
413-002	STD U.S. FRONT BRAKE VALVE			
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			
479-015	AIR DRYER FRAME MOUNTED			
460-001	STEEL AIR BRAKE RESERVOIRS			



Data Code	Description	Weight Front	Weight Rear	
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			
Trailer Connections				
481-998	NO TRAILER AIR HOSE			
476-998	NO AIR HOSE HANGER			
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS			
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			
310-998	NO TRAILER ELECTRICAL CABLE			
Wheelbase & Frame				
545-510	5100MM (201 INCH) WHEELBASE			
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	340	-50	
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	190	380	
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT			
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	115	-20	
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 135.24 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 130.74 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL: 328.94 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE: 49.76 in			
FSS-0RH	CALCULATED FRAME SPACE RH SIDE: 80.12 in			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE: 0.0 in			
553-001	SQUARE END OF FRAME			
550-001	FRONT CLOSING CROSSMEMBER			
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			
572-001	STANDARD REARMOST CROSSMEMBER			



	Data Code	Description	Weight Front	Weight Rear
	565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis	Equipment			
	556-1E5	14 INCH PAINTED STEEL BUMPER		
	574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	585-998	NO MUDFLAP BRACKETS		
	590-998	NO REAR MUDFLAPS		
	551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
Fifth W	neel			
	578-998	NO FIFTH WHEEL		
Fuel Ta	nks			
	204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20	
	218-006	25 INCH DIAMETER FUEL TANK(S)		
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	212-007	FUEL TANK(S) FORWARD		
	664-001	PLAIN STEP FINISH		
	205-001	FUEL TANK CAP(S)		
	122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
	216-020	EQUIFLO INBOARD FUEL SYSTEM		
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires				
	093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
	094-1RK	MICHELIN X WORKS Z 11R22.5 16 PLY RADIAL REAR TIRES		168
Hubs				
	418-015	MERITOR IRON FRONT HUBS		
	450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels				
	502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	



Data Code	Description	Weight Front	Weight Rear	
505-428	ACCURIDE 28828 22,5X8,25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		104	
496-011	FRONT WHEEL MOUNTING NUTS			
497-011	REAR WHEEL MOUNTING NUTS			
Cab Exterior				
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			
650-008	AIR CAB MOUNTING			
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			
667-037	SHORT FENDER WITH MUDFLAP			
678-001	LH AND RH GRAB HANDLES			
646-041	STATIONARY BLACK GRILLE			
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE			
644-006	FIBERGLASS HOOD WITH ACCESS HATCHES	10		
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED			
726-001	SINGLE ELECTRIC HORN			
728-001	SINGLE HORN SHIELD			
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS			
302-047	LED AERODYNAMIC MARKER LIGHTS			
311-001	DAYTIME RUNNING LIGHTS			
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			
300-015	STANDARD FRONT TURN SIGNAL LAMPS			
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE			
797-001	DOOR MOUNTED MIRRORS			
796-001	102 INCH EQUIPMENT WIDTH			
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			
729-001	STANDARD SIDE/REAR REFLECTORS			
768-043	63X14 INCH TINTED REAR WINDOW			
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS			
654-011	RH AND LH ELECTRIC POWERED WINDOWS			
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD			



Data Code	Description	Weight Front	Weight Rear	
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			
647-001	WHITE WINTERFRONT	2		
Cab Interior				
055-019	RUGGED TRIM PACKAGE			
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"			
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			
706-013	MOLDED PLASTIC DOOR PANEL			
708-013	MOLDED PLASTIC DOOR PANEL			
772-006	BLACK MATS WITH SINGLE INSULATION			
785-025	(1) 12V DASH MOUNTED POWER OUTLET			
691-001	FORWARD ROOF MOUNTED CONSOLE			
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			
742-007	(2) CUP HOLDERS LH AND RH DASH			
680-029	M2/SD DASH			
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			
701-001	STANDARD HVAC DUCTING			
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			
170-015	STANDARD HEATER PLUMBING			
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			
702-002	BINARY CONTROL, R-134A			
739-034	PREMIUM INSULATION			
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			
324-1B3	STANDARD LED CAB LIGHTING			
787-998	NO SECURITY DEVICE			
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			
78G-003	KEY QUANTITY OF 3			
655-005	LH AND RH ELECTRIC DOOR LOCKS			
740-998	NO MATTRESS	-20	-15	
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70		



	Data Code	Description	Weight Front	Weight Rear	
	760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	
	711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			
	758-143	RUGGED CLOTH BLACK WITH GRAY DRIVER SEAT			
	761-1AK	BLACK VINYL PASSENGER SEAT COVER			
	763-101	BLACK SEAT BELTS			
	532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			
	540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS			
	765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			
Instrum	ents & Cont	rols			
	106-002	ELECTRONIC ACCELERATOR CONTROL			
	732-998	NO INSTRUMENT PANEL-DRIVER			
	734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS			
	87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			
	870-002	BRIGHT ARGENT FINISH GAUGE BEZELS			
	486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			
	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			
	198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			
	149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			
	811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			
	81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			
	160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			
	844-001	2 INCH ELECTRIC FUEL GAUGE			
	148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS			



Data Code	Description	Weight Front	Weight Rear	
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS			
48C-001	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP			
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			
736-998	NO OBSTACLE DETECTION SYSTEM			
72J-998	NO DR ASSIST SYSTEM			
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL			
73B-998	NO LANE DEPARTURE WARNING SYSTEM			
72K-998	NO REVERSE PROXIMITY SENSOR			
679-998	NO OVERHEAD INSTRUMENT PANEL			
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10		
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, MICROPHONE			
747-001	DASH MOUNTED RADIO			
750-002	(2) RADIO SPEAKERS IN CAB			
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2		
749-998	NO CB RADIO MOUNTING PROVISION			
75W-998	NO MULTIBAND ANTENNA			
78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE			
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			
817-001	STANDARD VEHICLE SPEED SENSOR			
812-001	ELECTRONIC 3000 RPM TACHOMETER			
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			



	V)		Weight	Weight
	Data Code	Description	Front	Rear
	8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
	8DE-998	NO ASE DATA SVCE EXTENSION		
	RDE-998	NO EXTENSIONS		
	6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
	162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
	4C1-998	NO HARDWIRE SWITCH #1		
	4C2-998	NO HARDWIRE SWITCH #2		
	4C3-998	NO HARDWIRE SWITCH #3		
	264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
	482-001	BW TRACTOR PROTECTION VALVE		
	883-001	TRAILER HAND CONTROL BRAKE VALVE		
	836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
	882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
	299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
	298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
	87T-998	NO WRG/SW-OPTL #2,CHAS,AIR		
Design				
	065-000	PAINT: ONE SOLID COLOR		
Color				
	980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		



Prepared by:
James Pescitelli
VELOCITY TRUCK CENTERS
1550 S MCCARRAN BLVD
SPARKS, NV 89431
Phone: 775-690-5401

	Data Code	Description	Weight Front	Weight Rear	
	964-020	STANDARD BLACK BUMPER PAINT			
	963-003	STANDARD E COAT/UNDERCOATING			
Certifi	cation / Com	pliance			
	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			
Secon	dary Factory	Options			
	999-039	FRONT DRIVE AXLE ENGAGEMENT IS LIMITED TO 20% OR LESS OF TOTAL ANNUAL MILEAGE PER MERITOR SNOW PLOW APPLICATION REQUIREMENTS - DEALER ADVISED AND ACCEPTS			

Weight Summary			CHARLES A
	Weight	Weight	Total
	Front	Rear	Weight
Factory Weight <sup>+</sup>	10003 lbs	7678 lbs	17681 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight <sup>+</sup>	10003 lbs	7678 lbs	17681 lbs

TOTAL VEHICLE SUMMARY

## **Dealer Installed Options**

		Weight Front	Weight Rear
PLOW	HENDERSON DUMP BODY, SS SANDER & EXPRESSWAY 54 IN PLOW.	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering,

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





4285 West 1385 South Salt Lake City, Utah 84104 Phone: 1.801.521.0360 Fax: 1.801.532.7407 www.semiservice.com

**CUSTOMER: VELOCITY TRUCK CENTERS** 

**CONTACT:** Jim Pescitelli

ADDRESS: 1550 E Greg Street

Sparks Nv 89431

**MOBILE:** 775-690-5401 WORK: 775-331-2550

FAX: 775-353-2744

EMAIL: jpescitelli@vvgtrucks.com

QUOTE NUMBER: BWJ02381

**QUOTE DATE:** 8/26/2024 QUOTE VALID UNTIL: 9/25/2024

**SALESPERSON:** Bruce Johansen

**MOBILE**: 801-839-9669 **WORK**: 385-234-6281

FAX:

EMAIL: bjohansen@readingtruck.com

Make: FREIGHTLINER Model: BUSINESS CLASS Year: 2018

Cab to Axle: -1.0 Cab to Tandem: Single/Dual: DRW

Cab Type: REGULAR

VIN:

QTY	PART#	DESCRIPTION	PRICE EACH	AMOUNT
1	10.001	SNOWPLOW / SANDER	\$175,348.96	\$175,348.96
1	HENDERSON DUMP	Henderson 15' dump body Model Mark One HD, 52" Sides, 58" front headsheet, 52" tailgate, unibody design (no crossmembers), 8" I-beam longitudinals, 4" radius weld on floor and side sheets, FLOOR: One piece 1/4" AR400 floor SIDES: One piece 3/16" AR 400 Sides. (STRAIGHT SIDES) **ADD FOR SLOPED SIDES** HEADSHEET: 3/16" AR 400. TAILGATE: 3/16" AR 400 tailgate sheet. Air tailgate release, (WITH TAIL GATE STOPS) High Lift Tail gate (HYDRAULIC HIGHLIFT GATE) REAR CORNER POSTS: 7 gauge grade 50 full depth rear corner posts tied to 8" structural channel rear apron, TOP RAIL: Horizontal side brace and rubrail sloped outward for dirt shedding. CYLINDER: T-G-P Conventional telescopic cylinder. (Cylinder and cradel installed) PUMP: Direct mount with control valve HYDRAULIC TANK: Part of HYD System LIGHTS: Light kit and one piece wiring harness for rear clearance lights and stop/turn/tail in rear corner post. (SEE SPECS FOR SPECIAL LIGHT) CABSHIELD: 22" X 78" 10 Gauge cabshield Ladders on both sides front with Fold down (See Pictures)  PAINT: Prep primer and paint dump body WHITE and subframe BLACK using Sherwin Williams Genisis White single stage base coat clear coat.  WARRANTY: 2 Year cylinder warranty / 1 year body warranty.		
1	FAB Shovel Holder	Shovel holder mounted on to front of headboard Two each on driver side and One each curb side. made with 1" x 1/4" flat bar by 10" long 2 welded 4" a part with 1 1/2" x 2" pipe to hold handle 4' below the top hanger. (See pictures)		
2	UCL24CFB	2 work lights mounted angled steel cover on top corner post (See pictures)\ LED Work Light - Flood Beam - 780 Lumens - Flange Mount - Black Aluminum - Square		
2	SL66AC	Buyers Product part #SL66AC 6" oval amber light in corner post		
1	MUD 2312364	Dual wheel mud flaps 24" x 30" Part # MUD 2312364, After run out use Part # MUD-302430-SS		
1	Front stell haft Fla	Front steel haft Flap and lower plastic flaps and Anti sail bracket in front of tires		

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QTY	PART#	DESCRIPTION	PRICE EACH	AMOUNT
1	ECC520	Back up alarm		
1	QT-40048818	QUOTE #40048818 PTDR SG01010031 FD13816/2-2-479/35SF-1-50-37 DRIVELINE ERL100 SDPP 83013630 ER-L-100B-LS-14-24-NN-N-3-K5NP -A1N-NNN-NNN-NNN DANFOSS PUMP CTIM SG03030076 FITTING KIT, 20S.F. X 40 S.F. 2" 90 DEG HB X 16MJIC 90 DEG RESE CTCA3353-037 35 gallon Symmetrical Enclosur ELCA MS3SS7K-009 1 EA 0.00 MultiStix 320SpreadSmart 7" Ke ELCA DC-4002-2.5M Molex to Plow Float Tap-8' Price adjusted by tariff surcharge of \$0.8557/EA CTIM HYDM1300025C CCPwr Flt 50-1500psi w/cbl-JSt CTIM HYDRFK-S20-P320 Internal Return Hose Kit -P32 CCPS PS-3000 POWER SMART FEM SPADE TO FEM SPADE JUMPER 6" ELCA SF-1005-14FT 14' Molex to Deutsch hyd cable Price adjusted by tariff surcharge of \$0.1080/EA ELCA SF-1005-14FT 14' Molex to Deutsch hyd cable ELCA TS-2020 HYDRAULIC CABLE M12 TO DEUTSC 29" LENGTH (c2800)		
1	RSP19-11'	Plow Hitch Paralled lift system Front Plow Din Plate Fabricate 1/2" DIN Side Plates WELD TO FRONT OF TRUCK. Parallelogram style plow and truck side hitch 10 Vertical ribs Notched for water darinage Plow Size/Shape Plow Length: 11' length Moldboard Trip: Adjustable cutting edge trip - torsion spring Pushframe Type: Standard Circle Frame with Top Mount Cylinders Moldboard Height: 40/54" Expressway moldboard ILO STD Moldboard Shield: Standard shield Moldboard Sheet Material: 10 GA GR50 steel (standard) Mailbox Cut/Mouse Ear: None Adjustable Trip Spring: Adjustable cutting edge trip springs Hydraulic Cylinders: 3" x 1 1/2" x 10" reversing nitrided cylinders Paint: Henderson Orange Options/Accessories 12" Rubber Deflector: Yes, w/ SS Backer Install Rubber Deflector: Yes 36" Plastic Side Markers, Pair: Yes Parking Jack, Screw Adjustable: No Cutting Edge: Std 5/8" x 8" One Piece AASHTO punch Moldboard Shoes, Pair Installed: N		

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QTY	PART#	DESCRIPTION	PRICE EACH	AMOUNT
		Hitch, Truck Portion: See HPH or HCH for Truck portion hitch Option 1 Description: Parallelogram plow and truck side hitch Option 2 Description: 40/54" Expressway moldboard ILO STD		
1	Dump Body Hitch(AIR)	Rear hitch 3/4" Buck plate style hitch reinforced to the frame, Premier 270 air Pintle hook. Rated at 90,000# Gross Trailer Weight, Tongue weight 18,000 lb. Safety D rings, Latch capacity 12,000 lb. service and emergency glad hands and a 7 way round light receptacle.		
		service and emergency grad framus and a 7 way found fight receptable.		
1	TOWHH-90885	Electric brake controller, Tekonsha Prodigy, 2-8 brake system, self adjust with adaptor. This is for a Van. Part # TOWHH-90885. ****** Get year and make for adaptor part # **  ***Adapter Part#'s:TOW HH-3036-P 2017+ FORDTOW HH-3024-P 2015+ DODGE TOW HH-3016-P 2015+ GMC/CHEV		
1	Plow lights	Plow lights Hella Halogen Tamar Par 36L-CLW-B		
1	Spreader and stand	Henderson Model FSH II, 15' Stainless Steel In bed Sand and Salt spreader,  10 GA Stainless Steel sides and ends,  7 GA replaceable floor,  24" Conveyor,  50:1 ratio conveyor gearcase,  1.5" driveshaft, 8 tooth cast iron sprockets,  1 1/2" idler with roller bearings, 4" idler shaft adjustment,  7 Ga Sills,  Overall Height 56",  Overall length 16',  11.0 Capacity Struck ( cu. yd. ) Capacity,  Hydraulic motors for spinner and conveyer with sencer,  Pintle type conveyer chain with 1/4" and 1 1/2crossbar spacing on 4 1/2" centers,  Screwjack type feed gate control curb side, steep 45 degree side slope,  20" spinner disk with 6 replaceable stainless steel vanes,  Telescopic spinner chute provides spinner disc adjustment from 29" -  38"below mounting surface,  Three external adjustable deflectors and one front fixed deflector with overlapping corners,  304SS units unpainted with non 304SS components  ****Hydraulic plumbing and control valve (**not included**)****  Recommended Truck: Medium duty truck, flatbed or small dump body  PWS V-box spreader Full Size V-Box 14FT Long  or Longer Hydrualic Powered Pump  Application: V-box spreader  Product Size: Full Size V-Box 14FT Long or Longer  Control Box: No Valve, Hydraulic Powered Pump and Flow Meter  Pump: Standard 4.1 GPM Bronze Gear Pump In Cab Console  Console: None-Deduct PWSH-I Console  Mounting Hardware: 304 Stainless Mounts MAY REQUIRE VBOX  MOD For Some Apps.  Option 1: Identical to COP 220393 (PWS-04817)  Option 2: P/n 155771.201: NOTE: 110865 control box, VDO  hose,  HSS Stand For FSH HD (Tube) Stand 15 Ft Spreader Assembly		



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QTY	PART#	DESCRIPTION	PRICE EACH	AMOUNT
		Material: Mild Construction Legs: Heavy Duty Legs Paint: Paint Black Install: Stand & Chute Mounted To V-Box Guides: Guide Wheels Guide Wheels: Mild Guide Wheels Ft & Rr Option 1: Trunnion latch		
2	20-24955	Trebor18"X18"X36" Aluminum toolbox. Single drop door, 1/8" aluminum box, rain channel, automotive style door seal, stainless continuous hinge, stainless Sloping lid. Chain rack mounted on drive side box.		
2	BUY1701006	Buyers 18" X 18" Mounting Brackets, Welded Brace. 3" C Channel A-36 Steel, Black Powder Coated. Part # BUY1701006		
1	PUL1163017/74114 84	Pull Tarp Model Manual Tarp System For 8'-18' Dump Body With a Mesh Tarp. Pull Over Tarp System With Spring Return, Lifetime Warranty On Internal Spring. Including Mesh Tarp 84" X 14". ( 2 Part #s PUL1163017 and PUL7411484		
1	Shipping to Reno	Shipping to Reno		
			Quote Total:	\$175,348.96
			Sales Tax:	\$0.00
			Total Due:	\$175,348,96

Signature Required to Process Order	PO Number	Date

QTY	PART#	SUGGESTED ITEMS	PRICE EACH	AMOUNT

- Labor and installation are included in all pricing unless specified.
- ♦ Quoted price does not include any applicable F.E.T., sales taxes, and delivery charges.
- Quote price does not include any unforeseen obstructions or modifications.
- Quotation valid until above stated expiration date.
- ♦ Terms are due upon receipt unless prior credit arrangements are made at the time of order.
- ♦ FOB Salt Lake City, Utah 84104
- ♦ 50% down payment required with special order items, NON-REFUNDABLE.
- ♦ We only Accept Cash, Check, Visa and MasterCard.

From: Jay Sloane

Sent: Tuesday, August 27, 2024 2:18 PM

To: Steve Reeves; Penny Jones

Cc: Kevin Roberts

Subject: Dump Truck Purchase Approved as attached Attachments: 2026 Mono County 6X6 EXPRESSWAY.docx

Follow Up Flag: Follow up Flag Status: Flagged

Hi Steve,

I just spoke with Penny on the phone. Please move forward with the purchase (as attached). Also,

remove any parts off the totaled truck that the county wants. Once you are ready to get rid of the

totaled truck, let Penny and I know and we will prepare for its removal and PW's will receive a small amount of money for it as well.

Jay Sloane, Mono County Risk Manager County Counsel's Office PO Box 2415, Mammoth Lakes, CA 93546 (760) 932-5405

From: Steve Reeves <sreeves@mono.ca.gov>
Sent: Tuesday, August 27, 2024 6:50 AM

To: Jay Sloane <jsloane@mono.ca.gov>; Penny Jones <PJones@trindel.org>

Cc: Kevin Roberts <kroberts@mono.ca.gov>

Subject: RE: Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono \_

Tower 7 \_ 11\_01\_2023 \_

Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_ McLarens File 002.060981.00.V

Jay, this is the revised quote from Velocity Truck Centers. This quote includes the correct

exempt from. (\$44,848.00)

Pleas advise when approved so we can move forward with P.O.

REGARDS,

STEVE REEVES

MONO COUNTY ROAD SUPERINTENDENT

760 932 5449

From: Steve Reeves

Sent: Monday, August 26, 2024 3:38 PM

To: Jay Sloane <jsloane@mono.ca.gov>; Penny Jones <PJones@trindel.org>

Cc: Kevin Roberts < kroberts@mono.ca.gov>

Subject: RE: Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono \_

Tower 7 11 01 2023

Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_ McLarens File

002.060981.00.V

Jay, here is the Quote from Velocity Truck Center in Reno. I also reached out to Valew Truck Bodies

in Adelanto, which is where we recently purchased our water truck and service truck. They

responded with "They do not do snow removal equipment." I have also reached out several times

to Silver State International in Reno, which is where we had purchased all our 10-wheelers in the

past. They have yet to respond. Silver State did tell me last year that they could not supply us with a CARB compliant vehicle.

#### REGARDS,

STEVE REEVES
MONO COUNTY ROAD SUPERINTENDENT
760 932 5449

From: Jay Sloane <jsloane@mono.ca.gov> Sent: Monday, August 26, 2024 10:23 AM To: Penny Jones <PJones@trindel.org>

Cc: Steve Reeves sreeves@mono.ca.gov>; Kevin Roberts

<kroberts@mono.ca.gov>

Subject: RE: Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono \_ Tower 7 \_ 11\_01\_2023 \_

Damaged 2010 Int'l Dump Truck  $\_$  MON24-0007  $\_$  McLarens File 002.060981.00.V

Hi Steve and Kevin,

Did you all buy the dump truck replacement yet? What is the timeline on the purchase?

Jay Sloane, Mono County Risk Manager County Counsel's Office PO Box 2415, Mammoth Lakes, CA 93546 (760) 932-5405

From: Penny Jones <PJones@trindel.org>
Sent: Friday, August 23, 2024 10:37 AM
To: Jay Sloane <jsloane@mono.ca.gov>
Subject: FW: Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono \_
Tower 7 \_ 11\_01\_2023 \_
Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_ McLarens File
002.060981.00.V

#### [EXTERNAL EMAIL]

Hi Jay,

Has the dump truck been purchased? If so, would you please forward the final invoice.

Thank you,

Penny Jones

Trindel Insurance Fund Claims Adjuster? Property and Liability Claims 530.623.2322 office ? 530.319-0045 cell ?530.623.5019 fax pjones@trindel.org ?PO Box 2069 Weaverville, CA 96093

From: Johanna Pace <Johanna.Pace@mclarens.com>
Sent: Wednesday, August 21, 2024 2:34 PM
To: Penny Jones <PJones@trindel.org>
Cc: Andrew Fischer <afischer@trindel.org>; Robert Frey
<rfrey@alliant.com>; Jay Sloane
<jsloane@mono.ca.gov>
Subject: RE: Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono \_
Tower 7 \_ 11\_01\_2023 \_
Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_ McLarens File
002.060981.00.V

Penny,

On this loss we are pending the following:

- Salvage amount
- Invoice for replacement truck

Please provide when able.

Best regards,

Johanna Pace | McLarens Individual CA License # 2K37815 | McLarens CA License #2607078 National General Adjuster johanna.pace@mclarens.com

180 Montgomery Street, Suite 1260 San Francisco, CA 94104 USA +1 415.228.6423 | office +1 415.350.4048 | mobile www.mclarens.com

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From: Johanna Pace

Sent: Tuesday, July 30, 2024 11:18 PM

To: Penny Jones <PJones@trindel.org>; Jay Sloane <jsloane@mono.ca.gov>

Cc: Andrew Fischer <afischer@trindel.org>; Robert Frey

<rfrey@alliant.com>; Chris Stafford

<chris.stafford@mclarens.com>

Subject: RE: Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono \_ Tower 7 \_ 11\_01\_2023 \_

Damaged 2010 Int'l Dump Truck  $\_$  MON24-0007  $\_$  McLarens File 002.060981.00.V

Hi Penny and Jay,

Alright to proceed with the purchase of the replacement \$389,729 and provide us the invoice.

Best regards,

Johanna Pace | McLarens Individual CA License # 2K37815 | McLarens CA License #2607078 National General Adjuster johanna.pace@mclarens.com

180 Montgomery Street, Suite 1260 San Francisco, CA 94104 USA +1 415.228.6423 | office +1 415.350.4048 | mobile www.mclarens.com

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and destroy the original transmission and its attachments, without reading them.

From: Penny Jones <PJones@trindel.org> Sent: Monday, July 1, 2024 10:03 AM

To: Johanna Pace <Johanna.Pace@mclarens.com>; Robert Frey

<rfrey@alliant.com>; Chris Stafford

<Chris.Stafford@mclarens.com>

Cc: Andrew Fischer <afischer@trindel.org>

Subject: Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono \_ Tower 7 \_ 11\_01\_2023 \_

Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_ McLarens File  $002\_060981\_00\_V.msg$ 

Warning: This email originated from an external sender.

Hi Johanna,

Would you please provide an update on the pending review on this file?

Best regards,

Penny Jones Trindel Insurance Fund Claims Adjuster? Property and Liability Claims 530.623.2322 office ? 530.319-0045 cell ?530.623.5019 fax pjones@trindel.org ?PO Box 2069 Weaverville, CA 96093

From: Penny Jones

Sent: Wednesday, June 12, 2024 1:17 PM

To: 'Johanna Pace' <Johanna.Pace@mclarens.com>; Sean Houghtby

<SHoughtby@trindel.org>; Chris

Stafford <Chris.Stafford@mclarens.com>; Robert Frey <rfrey@alliant.com>

Cc: Jay Sloane <jsloane@mono.ca.gov>

Subject: RE: Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono \_

Tower 7 \_ 11\_01\_2023 \_

Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_ McLarens File

002\_060981\_00\_V.msg

Good afternoon,

Would you please provide an update on the pending settlement authority?

Best regards,

Penny Jones

Trindel Insurance Fund

Claims Adjuster? Property and Liability Claims

530.623.2322 office ? 530.319-0045 cell ?530.623.5019 fax

pjones@trindel.org ?PO Box 2069 Weaverville, CA 96093

From: Johanna Pace <Johanna.Pace@mclarens.com>
Sent: Wednesday, May 15, 2024 10:10 AM
To: Sean Houghtby <SHoughtby@trindel.org>; Chris Stafford
<Chris.Stafford@mclarens.com>; Robert
Frey <rfrey@alliant.com>
Cc: Penny Jones <PJones@trindel.org>; Jay Sloane <jsloane@mono.ca.gov>
Subject: RE: Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono \_
Tower 7 \_ 11\_01\_2023 \_
Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_ McLarens File

Hi Sean,

This is a reporting file and we have reported loss to insurers.

Will follow up with request for settlement authority.

Best regards,

002\_060981\_00\_V.msg

Johanna Pace | McLarens Individual CA License # 2K37815 | McLarens CA License #2607078 Regional General Adjuster johanna.pace@mclarens.com

180 Montgomery Street, Suite 1260 San Francisco, CA 94104 USA +1 415.228.6423 | office +1 415.350.4048 | mobile www.mclarens.com

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error, please immediately notify the sender and destroy the original transmission and its attachments, without reading them.

From: Sean Houghtby <SHoughtby@trindel.org>
Sent: Wednesday, May 15, 2024 9:33 AM
To: Chris Stafford <Chris.Stafford@mclarens.com>; Robert Frey
<rfrey@alliant.com>

Cc: Penny Jones <PJones@trindel.org>; Johanna Pace
<Johanna.Pace@mclarens.com>; Jay Sloane
<jsloane@mono.ca.gov>
Subject: RE: Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono \_
Tower 7 \_ 11\_01\_2023 \_
Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_ McLarens File
002\_060981\_00\_V.msg

Chris & Bob,

Please see the email string below and the attachments. To our knowledge we submitted all required documents back in March and have not heard back on approval of the quote. Can you please provide status? Any assistance in moving this along would be greatly appreciated.

Thanks,

Sean Houghtby | Trindel Insurance Fund Director of Property & Liability Claims 530.623.2322 office ?530.739.9942 cell ?530.623.5019 fax shoughtby@trindel.org ?PO Box 2069 Weaverville, CA 96093

From: Penny Jones
Sent: Tuesday, May 7, 2024 3:22 PM
To: 'Johanna Pace' <Johanna.Pace@mclarens.com>
Cc: Sean Houghtby <SHoughtby@trindel.org>
Subject: RE: Offer from Heavysalvage on Claim # MON24-0007 HSID 328081 /
PRISM \_ County of Mono
\_ Tower 7 \_ 11\_01\_2023 \_ Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_
McLarens File
002\_060981\_00\_V.msg

Hi Johanna,

I am following up to see if can provide an update or if there is anything you need from us on our end?

Best regards,

Penny Jones Trindel Insurance Fund Claims Adjuster? Property and Liability Claims 530.623.2322 office ? 530.319-0045 cell ?530.623.5019 fax pjones@trindel.org ?PO Box 2069 Weaverville, CA 96093

From: Penny Jones

Sent: Tuesday, April 23, 2024 2:01 PM

To: 'Johanna Pace' <Johanna.Pace@mclarens.com>
Subject: RE: Offer from Heavysalvage on Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono
\_ Tower 7 \_ 11\_01\_2023 \_ Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_ McLarens File
002\_060981\_00\_V.msg

Hi Johanna,

I am checking in with you to see if you have any questions or need additional information from me.

Best regards,

Penny Jones
Trindel Insurance Fund
Claims Adjuster? Property and Liability Claims
530.623.2322 office ? 530.319-0045 cell ?530.623.5019 fax
pjones@trindel.org ?PO Box 2069 Weaverville, CA 96093

From: Penny Jones
Sent: Monday, April 1, 2024 3:27 PM
To: 'Johanna Pace' <Johanna.Pace@mclarens.com>
Subject: RE: Offer from Heavysalvage on Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono
\_ Tower 7 \_ 11\_01\_2023 \_ Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_ McLarens File
002\_060981\_00\_V.msg

Hi Johanna,

I am following up to see if you have any questions or require additional information? The County is anxious for approval to proceed.

Thank you,

Penny Jones
Trindel Insurance Fund
Claims Adjuster? Property and Liability Claims
530.623.2322 office ? 530.319-0045 cell ?530.623.5019 fax
pjones@trindel.org ?PO Box 2069 Weaverville, CA 96093

From: Penny Jones

Sent: Tuesday, March 12, 2024 8:40 AM

To: 'Johanna Pace' <Johanna.Pace@mclarens.com>; 'rfrey@alliant.com' <rfrey@alliant.com>; 'Akbar Sharif' <akbar.sharif@alliant.com>; 'Sandra Doig' <sandra.doig@mclarens.com> Cc: Sean Houghtby <SHoughtby@trindel.org> Subject: RE: Offer from Heavysalvage on Claim # MON24-0007 HSID 328081 / PRISM \_ County of Mono \_ Tower 7 \_ 11\_01\_2023 \_ Damaged 2010 Int'l Dump Truck \_ MON24-0007 \_ McLarens File 002\_060981\_00\_V.msg

Good morning Johanna,

I have received a bid on the 2010 International Dump Truck (see below). It was hard to find a salvage bid on this equipment. I am hopeful we can move forward and let the County know they can proceed with purchase.

Please let me know if you need anything further.

Have a great day,

Penny Jones Trindel Insurance Fund Claims Adjuster? Property and Liability Claims 530.623.2322 office ? 530.319-0045 cell ?530.623.5019 fax pjones@trindel.org ?PO Box 2069 Weaverville, CA 96093

From: Scott Fisher <scott@sierraappraisal.com>

Sent: Tuesday, March 12, 2024 5:34 AM
To: Penny Jones <PJones@trindel.org>

Subject: Fwd: Offer from Heavysalvage on Claim # MON24-0007 HSID 328081

#### Penny

This is the salvage bid from Heavy Salvage on Mono County.

They have award or reject in the e-mail. You will have to decide how to handle.

Call with any questions

Scott Fisher 775-345-3750

----- Original Message -----

From: Heavy Salvage <noreply@heavysalvage.com>

To: admin@sierraappraisal.com, scott@sierraappraisal.com

Date: 03/11/2024 10:17 PM EDT

Subject: Offer from Heavysalvage on Claim # MON24-0007 HSID 328081

Thank you for using HeavySalvage.com for your salvage disposal needs. This salvage has closed and our offer information is listed below. Note: Our offers are good for 25 days. If our offers are accepted, we require a lien free negotiable title within 90 days. After 90 days, offer adjustments may be made. These offers are based on the description and photos that you provided. If you need to remove any of the items or equipment shown or listed, please let us know and we can discuss any adjustments needed. Our High Bid: \$3,000.00 No Special Conditions Other bids: HSI D Bidd er Bid Αm oun Bid Tim Click Here to Award or Reject our Offer This will take you to a page where you can award or reject the bid above. Awarding salvage means the claim is settled and you are ready to sell. You can also reply below to this email (info@heavysalvage.com) with any questions or comments. I.A. Claim #: 23110555 HSID: 328081 Ins. Co. Claim #: MON24-0007 I.A. Claim #: 23110555 Policy Holder: Year / Make / Salvage Description: 2010 International Workstar 7500 SFA VIN #: 1HTWWAZT2AJ206138 REK, Inc/ HeavySalvage (DO NOT SEND TITLES BY US POST OFFICE) 109 Innovation Court Easley, SC 29640 Office Phone: 864-878-7444 PRIVACY STATEMENT: We are required to capture and process personal

PRIVACY STATEMENT: We are required to capture and process personal information supplied to us in the fulfilment of our services. Our obligations vary depending on the jurisdiction involved. For further details as to how this information is used, kept secure and your rights, please see the relevant Privacy Statement on our website - https://www.mclarens.com/privacy-policy/



# REGULAR AGENDA REQUEST

Print

**Departments: Health and Human Services** 

TIME REQUIRED
SUBJECT
Ordinance Amending Chapter 7.92 of
PERSONS
APPEARING

the Mono County Code to Prohibit
Smoking in Multi-Unit Housing

BEFORE THE
BOARD

#### **AGENDA DESCRIPTION:**

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

Proposed ordinance amending Chapter 7.92 of the Mono County Code to prohibit smoking in Multi-Unit Housing.
RECOMMENDED ACTION: Adopt proposed ordinance.
FISCAL IMPACT: None.
CONTACT NAME: Michelle Raust (Deputy Director)  PHONE/EMAIL: (760) 924-1758 / mraust@mono.ca.gov
SEND COPIES TO: Michelle Raust, Deputy Director
MINUTE ORDER REQUESTED:  ▼ YES □ NO
ATTACHMENTS:
Click to download
D Staff Report
D Ordinance Exhibit to Ordinance

History

TimeWhoApproval9/18/2024 1:42 PMCounty CounselYes

 9/24/2024 12:40 PM
 Finance

 9/25/2024 7:50 AM
 County Administrative Office

Yes

Yes



# **Health and Human Services Department**

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517 Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

#### **MEMO**

TO: Mono County Board of Supervisors

FROM: Michelle Raust, Health and Human Services Deputy Director

**SUBJECT:** Ordinance Amending Chapter 7.92 of the Mono County Code to Prohibit

**Smoking in Multi-Unit Housing- Second Reading** 

DATE: October 1, 2024

\_\_\_\_\_

**DISCUSSION**: The health risks of tobacco use and exposure to secondhand smoke are well documented. Approximately 40,000 Californians die each year from smoking-related disease, making tobacco use the number one cause of preventable death. The U.S. Surgeon General has concluded that there is no safe level of exposure to secondhand smoke and the California Air Resources Board has classified secondhand smoke as a toxic air contaminant. Secondhand smoke in multi-unit housing can and does drift through doorways, cracks in walls, electrical lines, ventilation systems and plumbing. The Surgeon General has stated that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure, and that separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure.

**ORDINANCE SUMMARY:** The proposed ordinance seeks to reduce exposure to harmful secondhand smoke in multi-unit residences within the unincorporated communities of Mono County. The ordinance would require multi-unit residences to be smoke-free in the following areas:

- Indoor and outdoor common areas of a multi-unit residence accessible to and usable by more than one residence, including but not limited to halls, lobbies, laundry rooms, outdoor eating areas, play areas, swimming pools and recreation areas
- Individual residential units, including private balconies, porches, decks and patios
- A buffer zone of 20 feet around any doorway, window, opening or vent into a multi-unit residence.

For purposes of the proposed ordinance, a "multi-unit residence" means a property containing two or more units, including, but not limited to, apartment buildings, common interest developments, mixed-use residential developments, senior and assisted living facilities, residential treatment facilities and long-term health care facilities, duplexes, triplexes, quadruplexes, townhomes, condominium

complexes, and single-family residences with an attached accessory or junior accessory dwelling unit. The following types of housing are not considered a multi-unit residence: A single-family residence with a detached accessory dwelling unit; and a single, contiguous unit in which rent is shared by the residents. The proposed ordinance prohibits smoking of cigarettes, cigars, cigarillos, pipes, hookah, electronic smoking devices, and cannabis/marijuana.

**HEALTH EQUITY RATIONALE:** The proposed ordinance is designed to reduce exposure to secondhand smoke in multi-unit residences, which house many of the county's most vulnerable residents. Secondhand smoke exposure in multi-unit housing contributes to commercial tobacco-related health disparities. For example, in California, when compared with adults who live in single-family homes, adults who live in multi-unit housing are more likely to be people of color; lower income or below the poverty line; lacking a high school diploma; and uninsured. Additionally, secondhand smoke in multi-unit housing is a significant threat to the health and safety of California children. About a quarter of those who live in multi-unit housing (25.2%) in California are under the age of 18 and the home is the primary source of secondhand smoke for children.

**IMPLEMENTATION AND ENFORCEMENT:** If approved, the new ordinance would take effect on October 31, 2024. At that time, smoking will be prohibited in common areas, inside units, and within 20 feet of multi-unit residences. During the implementation phase-in period, the Public Health division of HHS will provide outreach and education to tenants, owners, and managers of multi-unit residences. The outreach will include a mass mailing, public notices, and media campaigns. Paper and electronic forms will be available in English and Spanish to confidentially document a secondhand smoke complaint.

Landlords and those who are responsible for setting rules in a multi-unit residence (e.g., property managers, homeowners' associations, condominium boards, etc.) will be responsible for posting "No Smoking" signs in multi-unit housing common areas of four or more units. Additionally, Mono County Public Health will provide landlords with suggested language to be included in leases regarding the ordinance's "no smoking" requirements.

Mono County Public Health will provide education in response to complaints about smoking in violation of the ordinance. Upon determination that a first violation of the ordinance has occurred, a written warning may be issued, together with information about smoking cessation. A fine of up to \$50 may be imposed for a second violation, followed by a fine of up to \$100 for a third violation and a fine of up to \$150 for any subsequent violations. However, Public Health will have discretion to waive these fines for any person who participates in approved smoking cessation programs. A referral may be made to Mono County Code Compliance when outreach and educational efforts fail to remedy a violation.

**ALIGNMENT WITH STRATEGIC PLAN:** The goals of this ordinance align with the strategic focus area of "Safe and Healthy Communities" from the Mono County Strategic Plan Update 2022-2024 document.



# ORDINANCE NO. ORD24-\_\_\_

# AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 7.92 OF THE MONO COUNTY CODE TO PROHIBIT SMOKING IN MULTI-UNIT HOUSING

**WHEREAS**, Chapter 7.92 of the Mono County Code contains regulations and prohibitions pertaining to second-hand smoke and tobacco; and

**WHEREAS**, commercial tobacco and cannabis smoke are included in the California Environmental Protection Agency's Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm; and

**WHEREAS**, exposure to secondhand smoke imposes death and disease on people who do not smoke and secondhand exposure to e-cigarette vapor may similarly raise health risks; and

**WHEREAS**, the health hazards posed by smoking are caused not just by secondhand smoke but also by thirdhand smoke as well, toxic residues that can linger on walls, furniture, and carpet; and

WHEREAS, smoking is a leading cause of fire-related injury and death; and

**WHEREAS**, secondhand smoke in multiunit housing is a significant threat to the health and safety of California children; and

WHEREAS, The American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) finds that acceptable indoor air quality in multiunit housing requires the absence of secondhand smoke, cannabis smoke, and aerosol from electronic smoking devices; and

**WHEREAS**, the U.S. Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure; and that separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure; and

WHEREAS, California law declares that anything which is injurious to health or obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance and

**WHEREAS**, more than 153 California cities and counties have adopted smoke-free multiunit housing ordinances; and

**WHEREAS**, an estimated 28% of Californians (or 7.3 million people) live in multiunit housing; and

\_\_\_\_

1 2	<b>WHEREAS</b> , several studies have confirmed that sn effective method to reduce secondhand smoke expo	<b>0</b> 1				
3 4	<b>WHEREAS</b> , secondhand smoke exposure occurs m separate, single-unit housing, thereby contributing to	· · · · · · · · · · · · · · · · · · ·				
5	<b>WHEREAS</b> , research consistently demonstrates that a majority of multiunit housing residents, including a large portion of people who smoke, supports smoke-free policies in multiunit residences, with support even greater among residents with children; and					
7 8	WHEREAS, the Mono County Board of Superviso Mono County Code to reflect these and other findin	* *				
9	NOW, THEREFORE, THE BOARD OF SUPER ORDAINS as follows:	VISORS OF THE COUNTY OF MONO				
11 12	<b>SECTION ONE:</b> Chapter 7.92 of the Mono Count read as set forth in Attachment "A", attached hereto	, , , , , , , , , , , , , , , , , , , ,				
13 14 15 16	<b>SECTION TWO:</b> This ordinance shall become effer and final passage, which appears immediately below shall post this ordinance and also publish the ordinal Code section 25124 no later than 15 days after the different clerk fails to so publish this ordinance within said 1 effect until 30 days after the date of publication.	v. The Clerk of the Board of Supervisors nee in the manner prescribed by Government ate of its adoption and final passage. If the 5-day period, then the ordinance shall not take				
17 18	PASSED, APPROVED and ADOPTED the following vote, to wit:	is, 2024, by				
19	AYES:					
20	NOES:					
21	ABSTAIN:					
22	ABSENT:					
23		John Peters, Chair				
24		Mono County Board of Supervisors				
25						
26   27	ATTEST:	APPROVED AS TO FORM:				
28	Clerk of the Board	County Counsel				

# Chapter 7.92 SMOKING POLICIES AND RESTRICTIONS<sup>1</sup>

#### 7.92.010 Definitions.

- A. "Common interest development" means:
  - 1. A community apartment project as defined in California Civil Code section 4105, or any successor legislation;
  - 2. A condominium project as defined in California Civil Code section 4125, or any successor legislation;
  - 3. A planned development as defined in California Civil Code section 4175, or any successor legislation; and
  - 4. A stock cooperative as defined in California Civil Code section 4190, or any successor legislation.
- B. "County" shall mean the County of Mono.
- C. "County building" shall mean any county-owned building including, but not limited to, the Bridgeport courthouse, Bridgeport annexes I and II, the Bridgeport sheriff and probation department buildings, the county road shops and all community and senior centers.
- D. "Business" means any sole proprietorship, partnership, joint venture, corporation, association, or any other entity formed for profit-making purposes or that has an employee, as defined in this section.
- E. "Characterizing flavor" means a distinguishable taste or aroma, other than the taste or aroma of tobacco, imparted by tobacco, either prior to or during use of the tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, nut or spice provided, however, that a tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information.
- F. "Dining area" means any area available to or customarily used by the general public, that is designed, established, or regularly used for consuming food or drink.
- G. "Electronic smoking device" means an electronic device that can be used to deliver an inhaled dose of nicotine or tobacco or any other substances, including any component, part or accessory of such a device, whether or not sold separately.
- H. "Employee" means any person who is employed; retained as an independent contractor by any employer, as defined in this section; or any person who volunteers his or her services for an employer, association, nonprofit, or volunteer entity.
- I. "Employer" means any person, partnership, corporation, association, nonprofit or other entity which employs or retains the service of one or more persons or supervises volunteers.
- J. "Enclosed area" means:

<sup>&</sup>lt;sup>1</sup>Editor's note(s)—Ord. No. 18-03, § 1(Att. A), adopted April 17, 2018, amended Chapter 7.92 in its entirety to read as herein set out. Former Chapter 7.92, §§ 7.92.010—7.92.030, pertained to tobacco, and derived from Ord. No. 02-06, 2002.

- 1. An area in which outside air cannot circulate freely to all parts of the area, and includes an area that has:
  - a. Any type of overhead cover whether or not that cover includes vents or other openings and at least three walls or other vertical constraints to airflow including, but not limited to, vegetation of any height, whether or not those boundaries include vents or other openings; or
  - b. Four walls or other vertical constraints to airflow including, but not limited to, vegetation that exceeds six feet in height, whether or not those boundaries include vents or other openings.
- K. "Enclosed common area" means every enclosed area, as defined, of a multi-unit residence that is accessible for common use to residents, staff, and employees, including but not limited to, halls, lobbies, offices, storage facilities, janitorial facilities, utility facilities, elevators, stairs, community rooms, gym facilities, swimming pools, parking garages, restrooms, laundry rooms, cooking areas, and eating areas.
- L. "Flavored tobacco product" means any tobacco product or smoking product that imparts a characterizing flavor.
- M. "Labeling" means written, printed, or graphic matter upon any tobacco product or any of its packaging, or accompanying such tobacco product.
- N. "Landlord" means any person or agent of a person who owns, manages, or is otherwise legally responsible for a unit in a multi-unit residence that is leased to a residential tenant. For purposes of this ordinance, a tenant who sublets their unit (e.g., a sublessor) is not a landlord.
- O. "Manufacturer" means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.
- P. "Mixed-use residential development" means a development project that may provide more than one use within a shared building or development area. Mixed-use project may include any combination of housing, office, retail, medical, recreational, commercial or industrial components.
- Q. "Multi-unit residence" means property containing two or more units, including, but not limited to, apartment buildings, common interest developments, mixed-use residential development, senior and assisted living facilities, residential treatment facilities and long-term health care facilities. A multi-unit residence includes, without limitation, a single-family residence with an attached accessory or junior accessory dwelling unit, a common interest development, or an apartment building, but does not include the following:
  - 1. A single-family residence with a detached accessory dwelling unit; and
  - 2. A single, contiguous <u>unit</u> in which rent is shared by the residents.
- R. "Multi-unit residence common area" means any indoor or outdoor common area of a multi-unit residence accessible to and usable by more than one residence, including but not limited to halls, lobbies, laundry rooms, outdoor eating areas, play areas, swimming pools and recreation areas. A multi-unit residence common area does not include any outdoor area that satisfies the reasonable smoking distance requirements of Section 7.92.030, unless such outdoor area is an outdoor eating area, play area, swimming pool, or recreation area.
- S. "Non-smoking area" means any area in which smoking is prohibited by:
  - This chapter or other law;
  - 2. Binding agreement relating to the ownership, occupancy, or use of real property; or
  - 3. A person with legal control over the area.

- T. "Nonprofit entity" means any entity that meets the requirements of California Corporations Code Section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational, political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives or purposes of the entity and not to private gain. A public agency is not a nonprofit entity within the meaning of this section.
- U. "Outdoor area" means any area of the property that is not an enclosed area or enclosed common area.
- V. "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.
- W. "Place of employment" means any area under the legal or de facto control of an employer, business or nonprofit entity that an employee or the general public may have cause to enter in the normal course of operations, but regardless of the hours of operation, including, for example, indoor and outdoor work areas, construction sites, vehicles used in employment or for business purposes, taxis, employee lounges, conference and banquet rooms, bingo and gaming facilities, long-term health facilities, warehouses, and private residences that are used as childcare or health care facilities subject to licensing requirements.
- X. "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
- Y. "Playground" means any park or recreational area designated in part to be used by children that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on county property.
- Z. "Public place" means any place, public or private, open to the general public regardless of any fee or age requirement, including, for example, bars, restaurants, clubs, stores, stadiums, parks, Playgrounds, taxis and buses.
- AA "Reasonable distance" means a distance of at least twenty feet to ensure that occupants of a building and those entering or existing the building are not exposed to secondhand smoke created by smokers outside of the building.
- BB. "Resident" means a unit owner or a residential tenant of a multi-unit residence.
- CC. "Residential tenant" means a person who is occupying a dwelling unit designed for residential use under a lease or contract, whether oral or written, that requires the payment of money or exchange of services, and all other regular occupants of that dwelling unit.
- DD. "Residential treatment facility" means any private residence that serves as a substance abuse recovery or treatment center, as defined in California Health and Safety Code Section 11834.23, both during and outside its hours of operation, regardless of licensure status.
- EE. "Recreational area" means any area, public or private, open to the public for recreational purposes regardless of any fee requirement, including, for example, parks, gardens, sporting facilities, stadiums, and playgrounds, but excluding those areas where the county lacks jurisdictional authority to regulate.
- FF. "Service area" means any area designed to be or regularly used by one or more persons to receive or wait to receive a service, enter a public place, or make a transaction whether or not such service includes the exchange of money, including, for example, ATMs, bank teller windows, telephones, ticket lines, bus stops, and cab stands.
- GG. "Smoke" or "smoking" means to inhale, exhale, burn, or carry any lighted or heated device or pipe, or any other lighted or heated tobacco product or cannabis (as defined in Chapter 5.60 of the Mono County Code) intended for inhalation, whether natural or synthetic, in any manner or in any form including but not limited to a cigar, cigarette, cigarillo, vaporizer, joint, pipe, hookah or electronic smoking device. "Smoke" includes

- the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in a place.
- HH. "Smoking product" means any substance or product containing nicotine or tobacco that is meant to be used in conjunction with an e-cigarette or any other type of smoking or vaporizing contraption including but not limited to joints, cigarettes, cigars, bongs or pipes. "Smoking product" also means, Indian cigarettes called "bidis", and cartridges and liquid solutions for e-cigarettes, which may be utilized for smoking, chewing, inhaling or other manner of ingestion.
- II. "Tobacco paraphernalia" means any item designed or marketed for the consumption, use, or preparation of tobacco products.
- JJ. "Tobacco" or "tobacco product" means:
  - Any product containing, made, or derived from tobacco leaf or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff.
  - 2. Any electronic device that delivers nicotine or other similar substances to the person inhaling from the device, including, but not limited to any type of vaping device, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.
  - 3. Any component, part, cartridge or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately.
  - 4. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product (e.g., Nicorette gum, patch, etc.) or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.
- KK. "Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products or tobacco paraphernalia. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.
- LL. "Unit" means one or more rooms designed for residential use, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or exclusive-use outdoor area, such as for example, a private balcony, porch, deck or patio. "Unit" includes, without limitation, an apartment; a condominium; a townhouse; a room in a motel or hotel; a dormitory room.

MM. "Violation of the multi-unit prohibitions" means any smoking prohibited pursuant to Section 7.92.020.A.8. (Ord. No. 18-03, § 1(Att. A), 4-17-2018; Ord. No. 18-12, § 1(Att. A), 7-17-2018)

# 7.92.020 Prohibitions—Locations where smoking is prohibited.

- A. Except as otherwise provided in this chapter, smoking is prohibited in the following enclosed and unenclosed locations in the county:
  - All areas where smoking is prohibited by state or federal law, including, but not limited to, indoor workplaces, bars and restaurants (California Labor Code Section 6404.5); state, County, and city buildings (California Government Code Sections 7596 through 7598); tot lots and Playgrounds (California Health and Safety Code Section 104495); and pursuant to (California Health and Safety Code Section 11362.3).
  - 2. County vehicles.

- 3. Public parks.
- Recreational areas.
- 5. Service areas.
- 6. Dining areas.
- 7. Public places, when being used for a public event, including a sporting event, farmer's market, parade, craft fair, or any event which may be open to or attended by the general public, provided that smoking is permitted on streets and sidewalks being used in a traditional capacity as pedestrian or vehicular thoroughfares, unless otherwise prohibited by this chapter or other law.
- 8. Multi-unit residences, including all multi-unit residence common areas.
- B. Nothing in this chapter prohibits any person or employer with legal control over any property from prohibiting smoking on any part of such property.

(Ord. No. 18-03, § 1(Att. A), 4-17-2018; Ord. No. 18-12, § 1(Att. A), 7-17-2018)

# 7.92.030 Reasonable smoking distance required—Twenty feet.

Smoking shall occur at a reasonable distance of at least twenty feet outside any enclosed area and from entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, to ensure that secondhand smoke does not enter the area through entrances, windows, ventilation systems or any other means so that those indoors and those entering or leaving the building are not involuntarily exposed to secondhand smoke, including any secondhand smoke from an electronic smoking device or vapor.

(Ord. No. 18-03, § 1(Att. A), 4-17-2018; Ord. No. 18-12, § 1(Att. A), 7-17-2018)

#### 7.92.040 Private Right of Action.

Any person aggrieved by a violation of the multi-unit prohibitions may bring a civil action against the person committing the violation to prevent future violations and to recover actual damages, civil penalties in amounts set forth in Section 7.92.080.F, and reasonable attorneys' fees and costs.

# 7.92.050 Posting of signs.

- A. Posting of signs shall be the responsibility of the owner, operator, manager or other person having control of the place where smoking is prohibited by this chapter in cooperation with the Mono County Public Health Department. Except in facilities owned or leased by County, state, or federal governmental entities, "No Smoking" signs with letters of not less than one-half inch in height or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly posted where smoking is prohibited in accordance with this chapter. Where applicable, all signs shall clearly state that smoking is prohibited within twenty feet of any enclosed area as defined in Section 7.92.010(J) and within twenty feet of entrances, operable windows and ventilation systems. Any owner, manager, operator, employer or employee or other person having control of a place where smoking is prohibited by this chapter shall not be deemed to be in violation of this chapter if signs have been posted in a manner consistent with the requirements of this section. For purposes of this chapter, the Mono County Public Health Department shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the county.
- B. <u>In the case of non-smoking areas designated pursuant to Section 7.92.020.A.8, signage shall be required only in multi-unit residence common areas, and not in units, and only for properties with four or more units. Compliance shall be voluntary until January 1, 2026, but prior to that date the Mono County Public</u>

Health Director or his/her designee shall provide information about this chapter, and may make signage available upon request, to owners, operators, managers, or other persons having control over multi-unit residence common areas, including homeowner associations and property managers.

(Ord. No. 18-03, § 1(Att. A), 4-17-2018; Ord. No. 18-12, § 1(Att. A), 7-17-2018)

# 7.92.060 Duty of person, employer, business or nonprofit entity.

Notwithstanding any other provision of this chapter, any owner, landlord, employer, business, nonprofit entity, or any other person who controls any property, establishment, or place of employment regulated by this chapter may declare any part of such area in which smoking would otherwise be permitted to be a non-smoking area.

(Ord. No. 18-03, § 1(Att. A), 4-17-2018; Ord. No. 18-12, § 1(Att. A), 7-17-2018)

# 7.92.070 Sale of flavored tobacco products prohibited.

- A. Except as provided in subsections D and E, it shall be a violation of this chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any flavored tobacco product.
- B. There shall be a rebuttable presumption that a tobacco retailer in possession of flavored tobacco products, including but not limited to individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with the intent to sell or offer them for sale.
- C. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has:
  - 1. Made a public statement or claim that the tobacco product imparts a characterizing flavor;
  - 2. Used text and/or images on the tobacco product's labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or
  - Taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.
- D. Any Tobacco retailer whose inventory includes flavored tobacco products at the time this chapter becomes effective may continue to sell the flavored tobacco product(s) until the supply is exhausted but shall not thereafter order new supplies.
- E. This section shall not apply to menthol cigarettes; cigars, little cigars or cigarillos with a characterizing flavor (e.g., products of the type sold by swisher sweets, black and mild, backwoods, etc.); or chewing tobacco or snuff with a characterizing flavor (e.g., products of the type sold by copenhagen, skoal, grizzly, etc.). This subsection E shall automatically sunset October 31, 2019.

(Ord. No. 18-03, § 1(Att. A), 4-17-2018; Ord. No. 18-12, § 1(Att. A), 7-17-2018)

#### 7.92.080 Penalties and enforcement.

A. Unless the applicable section of this chapter provides that violation is a misdemeanor, <u>and except as provided in paragraph F of this section</u>, any person or business violating any provision of this chapter, upon conviction thereof, shall be guilty of an infraction and subject to a fine (not including court-imposed mandatory penalties) of one hundred dollars for the first violation, two hundred dollars for the second violation, and five hundred dollars for any subsequent violation. For purposes of this chapter, each day of noncompliance shall be considered a separate violation.

- B. The provisions of this chapter may be enforced through civil and/or criminal proceedings including, but not limited to, action for nuisance abatement pursuant to Mono County Code Chapter 7.20, administrative citation pursuant to Mono County Code Chapter 1.12, following the procedures set forth in subsection D, and/or injunctive relief. In any enforcement action, the county may seek reimbursement for the costs of investigation, inspection or monitoring leading to the establishment of the violation, and for the reasonable costs of preparing and bringing the enforcement action. The remedies provided by this Section 7.92.080 are nonexclusive, cumulative and in addition to any other remedy the County may have at law or in equity.
- C. The Mono County Public Health Director or his/her designee ("director") is authorized to enforce, on behalf of the county, the provisions of this chapter, and to refer such enforcement to the Mono County Code Compliance Division as provided in subsection D below. Any Person may request that the director investigate a violation of this chapter by filing a written complaint with the public health department.
- D. The following procedures may be followed by the director upon receipt of a written complaint and shall be followed prior to referring enforcement to Mono County Code Compliance:
  - The director shall contact the owner, operator or manager of the establishment, (the "establishment")
    or person that is the subject of the complaint to investigate the nature and extent of the violation and
    may conduct such additional investigation as may be necessary, to determine whether the violation
    occurred.
  - 2. If the director concludes that a violation occurred, he or she shall provide to the owner, operator or manager of the establishment or person committing the violation a copy of the provisions of this chapter and such advisory assistance to avoid future violations as may be necessary to achieve compliance.
  - 3. Upon receipt of a second written complaint involving the same person or establishment, the director shall attempt to meet with the owner, operator or manager or person alleged to have violated this chapter to further investigate the matter and shall conduct such additional investigation as may be necessary. If it is determined that a subsequent violation has occurred, the director shall mail, certified mail, postage prepaid, return receipt requested, a written directive to the owner, operator, manager or other person, explaining in detail the steps required in order to achieve future compliance and advising that the county may initiate enforcement proceedings pursuant to Chapters 1.12 or 7.20, or pursue such other enforcement as is authorized by law, in the event of a subsequent violation.
  - 4. Upon receipt of a third written complaint regarding the same person or establishment, the director may refer the matter to Mono County Code Compliance for further investigation and enforcement pursuant to Chapters 1.12 and/or 7.20, provided that the code compliance division confirms that it has sufficient resources available to process the complaint.
  - 5. Any violation determined by the code compliance division to have occurred following issuance of a notice of violation in accordance with Chapter 1.12, shall constitute cause for issuance of an administrative citation under that chapter, except that the amount of the penalty imposed for each violation shall be as set forth in subsection 7.92.080(A) and the hearing officer for any administrative appeal shall be a member of the board of supervisors or its designee.
- E. The director, and code compliance specialist if applicable, shall maintain clear and thorough records and logs of all investigations and communications made in relation to every written complaint filed with the public health department pursuant to this section.
- F. Notwithstanding any other provision of this chapter, any violation of the multi-unit prohibitions (hereafter in this paragraph F, "violation") is hereby declared to be a public nuisance but not an offense. Notwithstanding any other provision of this code: (1) upon determination that a first violation has occurred, the director may deliver the smoker a written warning, together with information about smoking cessation; (2) for a second violation, the director may impose an administrative fine of up to \$50; (3) for a third violation, the director

may impose an administrative fine of up to \$100; and (4) for any subsequent violation, the director may impose an administrative fine of up to \$150 per violation. Administrative citations shall be served as set forth in Section 1.12.040 and may be appealed as set forth in Section 1.12.050. The director may, in his or her discretion, waive administrative fines for any person who participates in smoking cessation programs approved by the director.

G. If the director receives a credible complaint of a violation of the multi-unit prohibitions but lacks adequate
evidence to sustain that a violation has occurred, the director may deliver to the person complained of a
written warning, together with information about smoking cessation. Such information may be mailed,
personally delivered, or posted on the door of the unit where the director believes the person complained of
resides.

(Ord. No. 18-03, § 1(Att. A), 4-17-2018; Ord. No. 18-12, § 1(Att. A), 7-17-2018)



# REGULAR AGENDA REQUEST

■ Print

**MEETING DATE** October 1, 2024 **Departments: Clerk of the Board** 

**TIME REQUIRED SUBJECT** Update to Yosemite Area Regional Transportation System (YARTS) Joint BEFORE THE

Powers Agreement (JPA)

**PERSONS APPEARING BOARD** 

# **AGENDA DESCRIPTION:**

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

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

#### **RECOMMENDED ACTION:**

Approve the Restated YARTS JPA Agreement and authorize Chair of the Board to sign on behalf of Mono County Board of Supervisors.

FISCAL IMPACT: None.
CONTACT NAME: Danielle Patrick PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  □ YES ☑ NO

# **ATTACHMENTS:**

Click to download Restated JPA Memo Restated YARTS JPA Agreement \_July 2024 

Time	Who	Approval
9/23/2024 11:45 AM	County Counsel	Yes
9/24/2024 12:43 PM	Finance	Yes
9/25/2024 9:14 AM	County Administrative Office	Yes



DATE: September 16, 2024

TO: YARTS Members Agencies

FROM: Stacie Guzman, Executive Director

RE: Request to Execute Restated Joint Powers Agreement for the Yosemite Area Regional

Transportation System (YARTS)

#### **SUMMARY**

The YARTS JPA has been updated primarily to incorporate Tuolumne County, Madera County and the City of Fresno as member agencies. The Counties of Tuolumne and Madera joined YARTS via resolution in 2020 and 2021, respectively. The City of Fresno's City Council executed the Restated JPA on August 15, 2024.

#### **REQUESTED ACTION**

The execution of the Restated YARTS JPA requires action by each member agency.

#### JPA HISTORY

2024	City of Fresno executed restated JPA to join YARTS
2021	County of Madera joined YARTS by resolution
2021	County of Tuolumne joined YARTS by resolution
2017	Amended and Restated JPA was executed by the Counties of Merced, Mono and Mariposa
1999	YARTS JPA was established by the Counties of Merced, Mono and Mariposa

#### **DISCUSSION**

Attached is a redline version based on the Amended and Restated JPA from 2017, as well as a clean copy of the Restated JPA in need of execution. The changes to the JPA are not substantive and are primarily related to the incorporation of new members.

#### Opening Paragraph and Recitals

Changes were made throughout the first page of the document to include the new members and to implement several minor grammatical and numerical edits.

## Article 4 section 2 – Designation of Representatives

This section was modified to include language specific to how the City of Fresno will appoint Directors to the Board. This language was proposed by the City of Fresno and is consistent with the strong-Mayor form of government in which the Mayor makes all appointments.

# Article 5 Section 2 – Statutory Limitation on Exercise of Powers

Language in this section was changed to refer to the state law that governs joint powers authority.

# • Article 7 Section 4 – Adoption of Budget

This change moves the deadline for an adopted budget from April 15<sup>th</sup> to June 30<sup>th</sup> of each fiscal year.

#### Article 7 Section 5 – Notice and Holding of Public Budget Hearing

This section has been updated to require the budget be posted on the agency website 10 days prior to the hearing and deletes language referring to providing copies at public libraries.

# Article 7 Section 6 – Budget Transmitted to Members

The deadline for the transmission of the budget to the Member Agencies was changed from May  $1^{st}$  to July  $1^{st}$  of each year.

# Signatories

The signatories have been expanded from the Counties of Merced, Mariposa and Mono to include Tuolumne and Madera Counties and the City of Fresno.

#### **NEXT STEPS**

The current JPA will continue to be the current JPA until two (2) Members execute the Restated JPA. Once all Members have executed the document, a final fully executed copy will be shared with all signatories.

#### **STAFF CONTACT**

Stacie Guzman, Executive Director (209)617-7759 <a href="mailto:stacie.guzman@mcagov.org">stacie.guzman@mcagov.org</a>

#### **ATTACHMENTS**

- 1. Redline Restated YARTS JPA
- 2. Restated YARTS JPA Agreement



# RESTATED JOINT POWERS AGREEMENT FOR YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM AUTHORITY

This Restated Joint Powers Agre	eement ("Agreement") is made as of
, 2024, by and	d among the Counties of Merced, Mariposa,
Mono, Tuolumne, and Madera, and the	City of Fresno, political subdivisions of the State
of California ("Parties" or "Members," d	epending on the context), and supersedes the
original Agreement dated September 2	1, 1999 and the previously amended Agreement
dated May 9, 2017.	

#### **RECITALS**

- 1. The California Joint Exercise of Powers Act ("Act") (California Government Code Section 6500 *et seq.*) authorizes two (2) or more public agencies to jointly exercise any power common to them;
- 2. The Parties to this Agreement possess in common the powers to plan, operate, manage, and evaluate transportation improvements within and among their respective jurisdictions in the greater Yosemite National Park region;
- 3. The Parties to this JPA possess in common the authority to acquire and expend funds towards transportation needs, including regional transit service, and to plan for, establish, manage, and evaluate transportation improvements, including regional transit service:
- 4. The continued growth in visitation to Yosemite National Park necessitates the investment in regional transportation alternatives in the incorporated and unincorporated areas of the Counties of Merced, Mariposa, Mono, Tuolumne and Madera, and the City of Fresno;
- 5. For over 20 years, the costs of operating the Authority transit operation have been defrayed by utilizing federal, state, local and other grant funds and farebox revenue and associated operation revenue;
- 6. The Parties to this Agreement shall continue to work together in a cooperative and mutually beneficial manner with the National Park Service ("NPS"), the California

Department of Transportation ("Caltrans"), USDA Forest Service, and all other agencies with responsibilities for transportation in and around Yosemite National Park.

WHEREFORE, the Parties continue the Authority known as the Yosemite Area Regional Transportation System Authority for the purpose of owning, financing, administering and operating transit equipment and facilities and for administering rates for transit programs and do agree as follows:

#### ARTICLE 1. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### ARTICLE 2. STATEMENT OF PURPOSE

The Parties have joined together to establish the Authority for the following reasons:

- 2.1 Yosemite National Park's management plans, policies and implementation programs affect the local economies of the gateway communities to Yosemite National Park, which depend on tourism as an important source of economic vitality, and affect the Authority's plans, policies and implementation programs, making establishing and increasing coordination and communication between the NPS and the Parties hereto an important purpose of this Authority;
- 2.2 To accommodate the increasing demand for visitation to Yosemite National Park through an increasing number of transportation options for visitors and employees;
- 2.3 To develop transportation alternatives in ways that do not degrade the visitor experience or the natural resources in the region;
- 2.4 To undertake coordinated political and administrative efforts necessary to resolve issues, obtain funding from outside sources, and to keep projects and programs on schedule; and

2.5 To provide and operate Transit Services to and through Yosemite National Park.

#### ARTICLE 3. ESTABLISHMENT OF THE AUTHORITY

- 3.1 <u>Separate Entity.</u> Yosemite Area Regional Transportation System Authority was established as a public entity, separate and distinct from its Members, as the public agency to exercise the common powers provided for in this Agreement and to continue to administer or otherwise execute the stated functions and purposes of this Agreement, including, but not limited to, the planning, establishment and management of the Yosemite Area Regional Transportation System.
- 3.2 Regional Function. The Authority shall function as the regional representative within the Service Area for transit and alternative transportation, as well as for the supplemental and related matters to carry over the stated functions and purposes of this Agreement. In this role, the Authority may offer comments, recommendations and advice with regard to Yosemite National Park's management plans, policies and implementation programs, which affect transportation.
- 3.3 Cooperative Agreement with NPS. In order to ensure that the Authority and the NPS establish the desired close working relationship, which all parties and agencies agree is necessary if the Authority is to fulfill its purposes, and recognizing that statutory provisions restrict federal agencies' ability to participate as signatories to this Joint Powers Agreement, upon its establishment the Authority entered into a written agreement with the NPS delineating the various responsibilities of the NPS and the Authority and detailing the NPS's commitment to, and funding obligations for, the operations of the Authority and of the transit system to be planned, established, managed, and evaluated by the Authority and the NPS.
- 3.4 <u>Participation of Federal and State Agencies.</u> The Members agree to work in cooperation with the other agencies as Ex-Officio, non-voting members of the Authority and/or pursuant to any memorandum of understanding or cooperative agreement between any agency and the Authority. The USDA Forest Service, Federal

Highway Administration, Federal Transit Administration, Caltrans and the California Travel and Tourism Commission may participate as non-voting members of the Board.

- 3.5 <u>Addition of Voting Members.</u> Members may be added to the Authority based on majority vote of the Board and such Member's agreement to abide by the requirements of this Agreement, including participation in funding the administrative costs of the Authority and any other conditions that may be required by the Board.
- 3.6 <u>Addition of Non-Voting Members.</u> Non-voting Ex-Officio members may be added to the Authority based on a majority vote of the Board of the Authority.

# ARTICLE 4. BOARD

- 4.1 <u>Board.</u> The Authority shall be governed by the Board of Directors, which shall be comprised of two voting Directors from each of the Members of the Authority.
- 4.2 <u>Designation of Representatives.</u> Each County Member Agency shall designate two Directors and one alternate Director from among the elected officials of any public elected political office within its geographic limits. Each City Member Agency with a Mayor-Council form of government shall have its Mayor serve as a Director, and the Mayor shall appoint a second Director and alternate Director from among the Member's elected legislative body. Designees of Ex-Officio and/or other non-voting members of the Board need not be elected officials.
- 4.3 <u>Term of Office.</u> Each Director and alternate shall serve at the pleasure of the Member designating that Director or alternate. However, in no case shall the term of office of any Director or alternate appointed by virtue of holding elected office exceed the term of his or her elected office.
- 4.4 Quorum and Voting Requirements. A quorum for conducting all matters of business shall be a majority of the voting Director Members of the Board. The affirmative vote of a majority of the Directors of the Board shall be required for the approval of any matter of official business.
- 4.5 <u>Time and Place of Meetings; Brown Act Compliance.</u> The Board shall adopt rules of procedure and may set times and places for each regular Board meeting.

All Board meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Section 54950, *et seg.* 

- 4.6 <u>Committees.</u> The Board may establish committees and subcommittees from time to time as needed.
- 4.7 <u>Bylaws.</u> The Bylaws of the Authority shall be those duly adopted and amended from time to time by the Board.

#### ARTICLE 5. POWERS AND FUNCTIONS

- 5.1 Powers and Functions of Authority. The Authority shall have the non-exclusive common power of the Members to plan, establish, manage, and evaluate passenger bus service and other regional transit and transportation improvements and services within and among their respective jurisdictions and Yosemite National Park, as well as the power to carry out all other activities necessary or supplemental to the provision of passenger bus service and other regional transit and transportation improvements and services for the benefit of the general public. In the exercise of that power, the Authority is authorized in its own name to:
- a. Contract for administrative services, including and Executive Director, Treasurer, Controller and Auditor;
- b. Employ an Executive Director as the chief administrative officer of the Authority;
- c. Employ agents and employees and contract for professional services;
  - d. Make and enter into contracts including cooperative agreements;
  - e. Acquire, hold and convey real and personal property;
  - f. Incur debts, obligations and liabilities;
- g. Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the purpose of financing its activities;

- h. Invest money that is not needed for immediate necessities as the Board deems advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the California Government Code;
- i. Have appointed members and Ex-Officio members of the Board serve without compensation from the Authority, except that members of the Board may be reimbursed for all reasonable expenses and costs related to attendance of Board meetings or other authorized Authority business;
- j. Do all other acts reasonable and necessary to carry out the purposes of the Members of the Authority;
- k. Sue and be sued, in its name only, but not in the name or stead of any Party; and
  - I. To exercise any and all powers as may be provided for in the Act.
- 5.2 <u>Statutory Limitation on Exercise of Powers.</u> The powers to be exercised by the Authority are subject to such restrictions upon the manner of exercising such powers as are imposed by the California Government Code Section 6500 *et seq*.

#### ARTICLE 6. ADMINISTRATIVE AGENCY

- 6.1 <u>Administrator.</u> The Board shall select and contract with an Administering Agency which shall be responsible for operations and management of the Authority's business.
- 6.2 <u>Executive Director.</u> Subject to approval and oversight of the Board, the Administrative Agency may designate an Executive Director whose powers and duties shall include the following:
  - a. Appoint a Secretary to the Board;
- b. Keep accurate and sufficient records of all proceedings of the Authority;
  - c. Receive and transmit all Authority correspondence;
- d. Keep a record and ascertain the qualifications of each duly authorized representative and alternate;

- e. Maintain files for all reports;
- f. Direct and coordinate the work of the Authority;
- g. Prepare and administer the Authority's annual proposed budget and work program, including overseeing the preparations of applications and workplans for federal, state or other financial assistance, and work with the NPS to accomplish these tasks:
  - h. Maintain a record of all Authority financial transactions;
- i. Make an annual report covering the business of the Authority during the preceding year;
- j. Transmit to the Executive Director's successor all books and records of the Authority in the Executive Director's possession;
- k. Approve, upon budget approval or specific affirmative vote of the Board, demands for payment to the Controller of the Authority; and
- I. Other powers and duties as assigned or delegated by the Board, as well as other powers and duties as are incidental to the office of Executive Director.

#### ARTICLE 7. FINANCING

- 7.1 Fiscal Year. Authority's fiscal year will be July 1 through June 30.
- 7.2 <u>Proposed Budget.</u> The Authority Executive Director shall annually proposed a budget as provided in this Article for the administration and operations of the Authority.
- 7.3 Contents of Budget. All budgets of the Authority, adopted and/or proposed, shall show, among other things, all required expenditures, itemizing and segregating operation and administration and capital outlay for the coming fiscal year. The budget shall also show all anticipated revenues, including the source thereof in reasonable detail, for the coming fiscal year, and all administrative costs. All budgets of the Authority, adopted and/or proposed, shall also show any deficiency in proposed expenditures over anticipated income and any deficiency shall be shown clearly as a separate and distinct item. If any deficiency is shown on the budget, any reasons for the deficiency and recommended solutions to eliminate the deficiency shall also be shown.

- 7.4 Adoption of Budget. The Board shall adopt a budget for each upcoming fiscal year not later than the 30<sup>th</sup> day of June of each current year. Prior to adopting its budget, the Board shall hold at least one public hearing on the proposed budget, which may be at the same meeting during which the budget is considered by the Board.
- 7.5 Notice and Holding of Public Budget Hearing. The budget hearing shall be noticed and held pursuant to the Ralph M. Brown California Open Meeting Act (California Government Code Section 54950, *et seq.*, as amended). Prior to the budget hearing, a copy of the proposed budget shall be made available on the Authority's website ten (10) days prior to the public hearing.
- 7.6 <u>Budget Transmitted to Members.</u> The Authority, not later than the 1<sup>st</sup> day of July, shall transmit copies of its adopted budget to each Member.
- 7.7 Advances by Members. Any of the Members or Ex-Officio members may advance funds and/or at-cost in-kind support to the Authority for any proper purpose of the Authority, subject to Paragraph 7.9 Prior to the making of an advance, the Authority shall enter into a written agreement with the Party making the advance and shall identify certain specific revenue or revenues which shall be applied toward the repayment of the advance. Such an agreement may provide that the advance shall be payable only out of specific revenue of the Authority, or out of specific revenue of the Authority together with other revenues of the Authority.
- 7.8 <u>Contributions by Parties.</u> Any of the Members or Ex-Officio members may make a contribution of funds and/or at-cost in-kind support (pursuant to Section 7.11) to the Authority to be used for any proper purpose of the Authority. The making of such a contribution shall not alter, in any way, the relationship established by this JPA between the Authority and the Members or between the respective Member Parties. Such a contribution may be made pursuant to an agreement between the Authority and the Member making the contribution, in which the use of the contributed funds is specified or restricted.
- 7.9 <u>Limitations on Debts.</u> The Authority shall incur no indebtedness, including, but not limited to, advances pursuant to Paragraph 7.7, for any item or purpose which is

not budgeted for, and for which funds have not been budgeted for repayment during the fiscal year that repayment is to be made, without approval of the Board.

- 7.10 Quarterly Financial Report. The Executive Director shall present to the Board, and the Board shall transmit to each of the Members, a financial report at each Board meeting. The financial report shall set forth in reasonable detail all expenditures by the Authority during the preceding quarter, all revenues received by the Authority during the preceding quarter, all obligations remaining payable as of the last day of the preceding quarter, and all balances on hand as of the last day of the preceding quarter.
- 7.11 Support from Members. A Member, in the exercise of reasonable discretion of its governing board, and with the consent of the YARTS Board of Directors, may provide support for the Authority, its staff, and its professional consultants, including providing quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and professional and technical assistance as may be necessary to enable the Authority to perform its responsibilities. All assistance shall be provided on an at-cost basis.
- 7.12 Other Support and Fees. The Authority shall apply for available state, federal, regional, and local support funds, including funds from public and private foundations, and shall make new and additional applications from time to time as deemed appropriate by the Board. If deemed necessary, the Authority may also establish and collect filing and processing fees in connection with matters to be considered by it.
- 7.13 <u>Budget Amendments.</u> Amendments to the budget shall require the affirmative vote of the Board.

#### ARTICLE 8. TREASURER

- 8.1 <u>Appointment of Treasurer.</u> The Treasurer of the Authority shall be designated by the Executive Director.
  - 8.2 Duties. The Treasurer shall:

- a. Receive and receipt all money of the Authority and place it in the treasury of the Authority to the credit of the Authority;
- b. Be responsible for the safekeeping and disbursement of all Authority money held by the Treasurer;
- c. Pay any sums due from the Authority, from the Authority's funds held by the Treasurer, or any portion thereof, upon warrants of the Controller designated herein; and
  - d. Transmit to the Executive Director quarterly financial reports.
- 8.3 <u>Reimbursement.</u> The Authority shall reimburse the Administering Agency for the cost of services provided by the Treasurer to the Authority on an at-cost basis.

#### ARTICLE 9. CONTROLLER

9.1 <u>Appointment.</u> The Controller of the Authority shall be designated by the Executive Director.

#### 9.2 <u>Duties.</u> The Controller shall:

- a. Draw warrants to pay demands against the Authority in accordance with the Administering Agency's policies. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the Authority money;
- b. Keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities and contributions made by each member to the Authority; and
- c. Make available all the financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the California Government Code and shall conform to generally accepted auditing standards.

9.3 <u>Reimbursement.</u> The Authority shall reimburse the Administering Agency for the cost of services provided by the Controller to the Authority on an at-cost basis.

#### ARTICLE 10. BOND/INSURANCE REQUIREMENTS

The Administering Agency, on behalf of the Executive Director, Treasurer, and Controller, and such other persons contracting with the Authority as may be designated by the Board shall file with the Authority an official fidelity bond or insurance policy, at the Authority's expense, in a sum determined by the Board as security for the safekeeping of the Authority's property entrusted to them.

#### ARTICLE 11. PARTIES' LIABILITY

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members either singly or collectively.

#### ARTICLE 12. WITHDRAWAL OF PARTY

- 12.1 <u>Withdrawal.</u> Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Member in question, a Member may withdraw from the Authority following 180 days' written notice to the Authority and all other Members of the Authority, by resolution of intent to withdraw adopted by the governing board of the withdrawing Member. Unless the withdrawing Member and the Authority specifically agree to the contrary, a withdrawing Party shall have no right to, or interest in, any of the assets of the Authority.
- 12.2 Resumption of Membership. Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Member in question, any Member which has withdrawn from the Authority in accordance with the provisions of this Section 12 may resume its Member status upon a majority vote of the voting Members of the Board, and upon the agreement of the resuming party to abide by any other conditions that may be required by the Board pursuant to this Agreement.

#### ARTICLE 13. DISSOLUTION

- 13.1 <u>No Specific Term.</u> The Authority shall continue in force without specific term, except as otherwise provided.
- 13.2 <u>Dissolution.</u> If, at any time, there cease to be two (2) or more Members, the Authority shall be deemed disestablished, and this Agreement shall cease to be operative except for the purpose of winding up and payment of any obligations.
- 13.3 <u>Distribution of Assets.</u> Subject to Section 12.1, if the Authority is dissolved, all real and personal property, including surplus funds, possessed by the Authority shall be distributed to the federal, state or local funding agency or Member of the JPA that supplied such property, or whose funding provided for the acquisition of such property, unless other distribution is provided by law, or unless such property has been properly liquidated, to pay the obligations of the Authority. Should the origin of any real or personal property be undeterminable, that property shall be equitably divided among the Members of the Authority, as they agree or in proportion to the level of transit service hours provided to each jurisdiction in the most recent transit service plan approved by the Authority.
- 13.4 <u>Allocation of Costs of Dissolution.</u> In the event of dissolution, if there are not sufficient unencumbered funds which are assets of the Authority available to pay for the costs of dissolution, such costs shall be borne by the Members in proportion to the level of transit service hours provided to each jurisdiction as delineated in the most recent transit service plan approved by the Authority.
- 13.5 <u>Continues in Effect until Distribution.</u> This Agreement shall not terminate until all property has been distributed in accordance with this section.

#### ARTICLE 14. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors of the Members.

#### ARTICLE 15. RECORDS

The Treasurer and the Controller shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

#### ARTICLE 16. SEVERABILITY

Should any part, term, or provision of this Agreement be decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining provisions can be construed in substance to constitute this agreement which the Member Parties intended to enter into in the first instance.

#### ARTICLE 17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

#### ARTICLE 18. EFFECTIVE DATE AND AMENDMENT

- 18.1 <u>Effective Date.</u> This Agreement shall become effective upon ratification by resolution of any two (2) or more parties hereto.
- 18.2 <u>Amendment.</u> After this JPA becomes effective, it may be amended upon ratification by resolution of two-thirds of the Member Parties then signatories to this JPA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers:

COUNTY OF MERCED	Date:
Chair, Board of Supervisors	
Attest:	
County Clerk	
Approved as to legal form:	
County Counsel	

COUNTY OF MARIPOSA	Date:
Chair, Board of Supervisors	
Attest:	
County Clerk	
Approved as to legal form:	
County Counsel	

COUNTY OF MONO	Date:
Chair, Board of Supervisors	
Attest:	
County Clerk	
Approved as to legal form:	
County Counsel	

COUNTY OF TUOLUMNE	Date:
Chair, Board of Supervisors	
Attest:	
County Clerk	
Approved as to legal form:	
County Counsel	

COUNTY OF MADERA	Date:
Chair, Board of Supervisors	
Attest:	
County Clerk	
Approved as to legal form:	
County Counsel	

CITY OF FRESNO	Date:
Mayor	
Attest:	
City Clerk	
Approved as to legal form:	
•	
City Counsel	
City Courise	



## RESTATED JOINT POWERS AGREEMENT FOR YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM AUTHORITY

This Restated Joint Powers Agreement ("Agreement") is made as of
, 2024, by and among the Counties of Merced, Mariposa, Mono, Tuolumne
and Madera, and the City of Fresno, political subdivisions of the State of California
("Parties" or "Members," depending on the context), and supersedes the original
Agreement dated September 21, 1999 and the previously amended Agreement dated
May 9, 2017.

#### **RECITALS**

- 1. The California Joint Exercise of Powers Act ("Act") (California Government Code Section 6500 et seq.) authorizes two (2) or more public agencies to jointly exercise any power common to them;
- 2. The Parties to this Agreement possess in common the powers to plan, operate, manage, and evaluate transportation improvements within and among their respective jurisdictions around in the greater Yosemite National Park region;
- 3. The Parties to this JPA possess in common the authority to acquire and expend funds towards transportation needs, including regional transit service, and to plan for, establish, manage, and evaluate transportation improvements, including regional transit service;
- 4. The continued growth in visitation to Yosemite National Park necessitates the development of investment in regional transportation alternatives in the incorporated and unincorporated areas of the Counties of Merced, Mariposa, Mono, Tuolumne and Madera, and the City of Fresno;
- 5. For over 45 20 years, the costs of operating the Authority transit operation have been defrayed by utilizing federal, state, local and other grant funds and farebox revenue and associated operation revenue;
- 6. The Parties to this Agreement shall continue to work together in a cooperative and mutually beneficial manner with the National Park Service ("NPS"), the California

Department of Transportation ("Caltrans"), USDA Forest Service, and all other agencies with responsibilities for transportation in and around Yosemite National Park.

WHEREFORE, the Parties continue the Authority known as the Yosemite Area Regional Transportation System Authority for the purpose of owning, financing, administering and operating transit equipment and facilities and for administering rates for transit programs and do agree as follows:

#### ARTICLE 1. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit A, which is attached hereto and incorporated herein by this reference.

#### ARTICLE 2. STATEMENT OF PURPOSE

The Parties have joined together to establish the Authority for the following reasons:

- 2.1 Yosemite National Park's management plans, policies and implementation programs affect the local economies of the gateway communities to Yosemite National Park, which depend on tourism as an important source of economic vitality, and affect the Authority's plans, policies and implementation programs, making establishing and increasing coordination and communication between the NPS and the Parties hereto an important purpose of this Authority;
- 2.2 To accommodate the increasing demand for visitation to Yosemite National Park through an increasing number of transportation options for visitors and employees;
- 2.3 To develop transportation alternatives in ways that do not degrade the visitor experience or the natural resources in the region;
- 2.4 To undertake coordinated political and administrative efforts necessary to resolve issues, obtain funding from outside sources, and to keep projects and programs on schedule: and

2.5 To provide and operate Transit Services to and through Yosemite National Park.

#### ARTICLE 3. ESTABLISHMENT OF THE AUTHORITY

- 3.1 <u>Separate Entity.</u> Yosemite Area Regional Transportation System Authority was established as a public entity, separate and distinct from its Members, as the public agency to exercise the common powers provided for in this Agreement and to continue to administer or otherwise execute the stated functions and purposes of this Agreement, including, but not limited to, the planning, establishment and management of the Yosemite Area Regional Transportation System.
- 3.2 Regional Function. The Authority shall function as the regional representative within the service area for transit and alternative transportation, as well as for the supplemental and related matters to carry over the stated functions and purposes of this Agreement. In this role, the Authority may offer comments, recommendations and advice with regard to Yosemite National Park's management plans, policies and implementation programs, which affect transportation.
- 3.3 <u>Cooperative Agreement with NPS.</u> In order to ensure that the Authority and the NPS establish the desired close working relationship, which all parties and agencies agree is necessary if the Authority is to fulfill its purposes, and recognizing that statutory provisions restrict federal agencies' ability to participate as signatories to this Joint Powers Agreement, upon its establishment the Authority entered into a written agreement with the NPS delineating the various responsibilities of the NPS and the Authority and detailing the NPS's commitment to, and funding obligations for, the operations of the Authority and of the transit system to be planned, established, managed, and evaluated by the Authority and the NPS.
- 3.4 <u>Participation of Federal and State Agencies.</u> The Members agree to work in cooperation with the other agencies as Ex-Officio, non-voting members of the Authority and/or pursuant to any memorandum of understanding or cooperative agreement between any agency and the Authority. The USDA Forest Service, Federal

Highway Administration, Federal Transit Administration, Caltrans and the California Travel and Tourism Commission may participate as non-voting members of the Board.

- 3.5 Addition of Voting Members. Members may be added to the Authority based on majority vote of the Board and such Member's agreement to abide by the requirements of this Agreement, including participation in funding the administrative costs of the Authority and any other conditions that may be required by the Board.
- 3.6 <u>Addition of Non-Voting Members.</u> Non-voting Ex-Officio members may be added to the Authority based on a majority vote of the Board of the Authority.

#### ARTICLE 4. BOARD

- 4.1 <u>Board.</u> The Authority shall be governed by the Board of Directors, which shall be comprised of two voting Directors from each of the Members of the Authority.
- 4.2 <u>Designation of Representatives.</u> Each County Member Agency shall designate two Directors and one alternate Director from among the elected officials of any public elected political office within its geographic limits. Each City Member Agency with a Mayor-Council form of government shall have its Mayor serve as a Director, and the Mayor shall appoint a second Director and alternate Director from among the Member's elected legislative body. Designees of Ex-Officio and/or other non-voting members of the Board need not be elected officials.
- 4.3 <u>Term of Office.</u> Each Director and alternate shall serve at the pleasure of the Member designating that Director or alternate. However, in no case shall the term of office of any Director or alternate appointed by virtue of holding elected office exceed the term of his or her elected office.
- 4.4 Quorum and Voting Requirements. A quorum for conducting all matters of business shall be a majority of the voting Director Members of the Board. The affirmative vote of a majority of the Directors of the Board shall be required for the approval of any matter of official business.
- 4.5 <u>Time and Place of Meetings; Brown Act Compliance.</u> The Board shall adopt rules of procedure and may set times and places for each regular Board meeting.

All Board meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Section 54950, *et seg.* 

- 4.6 <u>Committees.</u> The Board may establish committees and subcommittees from time to time as needed.
- 4.7 <u>Bylaws.</u> The Bylaws of the Authority shall be those duly adopted and amended from time to time by the Board.

#### ARTICLE 5. POWERS AND FUNCTIONS

- 5.1 Powers and Functions of Authority. The Authority shall have the non-exclusive common power of the Members to plan, establish, manage, and evaluate passenger bus service and other regional transit and transportation improvements and services within and among their respective jurisdictions and Yosemite National Park, as well as the power to carry out all other activities necessary or supplemental to the provision of passenger bus service and other regional transit and transportation improvements and services for the benefit of the general public. In the exercise of that power, the Authority is authorized in its own name to:
- a. Contract for administrative services, including and Executive Director, Treasurer, Controller and Auditor;
- b. Employ an Executive Director as the chief administrative officer of the Authority;
- c. Employ agents and employees and contract for professional services;
  - d. Make and enter into contracts including cooperative agreements;
  - e. Acquire, hold and convey real and personal property;
  - f. Incur debts, obligations and liabilities;
- g. Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the purpose of financing its activities;

- h. Invest money that is not needed for immediate necessities as the Board deems advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the California Government Code;
- i. Have appointed members and Ex-Officio members of the Board serve without compensation from the Authority, except that members of the Board may be reimbursed for all reasonable expenses and costs related to attendance of Board meetings or other authorized Authority business;
- j. Do all other acts reasonable and necessary to carry out the purposes of the Members of the Authority;
- k. Sue and be sued, in its name only, but not in the name or stead of any Party; and
  - I. To exercise any and all powers as may be provided for in the Act.
- 5.2 <u>Statutory Limitation on Exercise of Powers.</u> The powers to be exercised by the Authority are subject to such restrictions upon the manner of exercising such powers as are imposed by the California Government Code Section 6500 et seq. <del>upon the County of Mariposa in the exercise of similar powers.</del>

#### ARTICLE 6. ADMINISTRATIVE AGENCY

- 6.1 <u>Administrator.</u> The Board shall select and contract with an Administering Agency which shall be responsible for operations and management of the Authority's business.
- 6.2 <u>Executive Director.</u> Subject to approval and oversight of the Board, the Administrative Agency may designate an Executive Director whose powers and duties shall include the following:
  - a. Appoint a Secretary to the Board;
- b. Keep accurate and sufficient records of all proceedings of the Authority;
  - c. Receive and transmit all Authority correspondence;

- d. Keep a record and ascertain the qualifications of each duly authorized representative and alternate;
  - e. Maintain files for all reports;
  - f. Direct and coordinate the work of the Authority;
- g. Prepare and administer the Authority's annual proposed budget and work program, including overseeing the preparations of applications and workplans for federal, state or other financial assistance, and work with the NPS to accomplish these tasks;
  - h. Maintain a record of all Authority financial transactions;
- i. Make an annual report covering the business of the Authority during the preceding year;
- j. Transmit to the Executive Director's successor all books and records of the Authority in the Executive Director's possession;
- k. Approve, upon budget approval or specific affirmative vote of the Board, demands for payment to the Controller of the Authority; and
- I. Other powers and duties as assigned or delegated by the Board, as well as other powers and duties as are incidental to the office of Executive Director.

#### ARTICLE 7. FINANCING

- 7.1 <u>Fiscal Year.</u> Authority's fiscal year will be July 1 through June 30.
- 7.2 <u>Proposed Budget.</u> The Authority Executive Director shall annually proposed a budget as provided in this Article for the administration and operations of the Authority.
- 7.3 Contents of Budget. All budgets of the Authority, adopted and/or proposed, shall show, among other things, all required expenditures, itemizing and segregating operation and administration and capital outlay for the coming fiscal year. The budget shall also show all anticipated revenues, including the source thereof in reasonable detail, for the coming fiscal year, and all administrative costs. All budgets of the Authority, adopted and/or proposed, shall also show any deficiency in proposed expenditures over anticipated income and any deficiency shall be shown clearly as a

separate and distinct item. If any deficiency is shown on the budget, any reasons for the deficiency and recommended solutions to eliminate the deficiency shall also be shown.

- 7.4 Adoption of Budget. The Board shall adopt a budget for each upcoming fiscal year not later than the 15<sup>th</sup> day of April of each current year the 30<sup>th</sup> day of June of each current year. Prior to adopting its budget, the Board shall hold at least one public hearing on the proposed budget, which may be at the same meeting during which the budget is considered by the Board.
- 7.5 Notice and Holding of Public Budget Hearing. The budget hearing shall be noticed and held pursuant to the Ralph M. Brown California Open Meeting Act (California Government Code Section 54950, et seq., as amended). Prior to the budget hearing, a copy of the proposed budget shall be made available on the Authority's website ten (10) days prior to the public hearing. and (for example, via the internet or by providing a copy to one or more public libraries in each of the Counties that are Parties to this JPA) to any members of the public who may request a copy thereof, and notice shall then be published once at least ten (10) days prior to the public hearing in a newspaper of general circulation in each Member's jurisdiction.
- 7.6 <u>Budget Transmitted to Members.</u> The Authority, not later than the 1<sup>st</sup> day of <del>May</del> July, shall transmit copies of its adopted budget to each Member.
- 7.7 Advances by Members. Any of the Members or Ex-Officio members may advance funds and/or at-cost in-kind support to the Authority for any proper purpose of the Authority, subject to Paragraph 7.9 Prior to the making of an advance, the Authority shall enter into a written agreement with the Party making the advance and shall identify certain specific revenue or revenues which shall be applied toward the repayment of the advance. Such an agreement may provide that the advance shall be payable only out of specific revenue of the Authority, or out of specific revenue of the Authority together with other revenues of the Authority.
- 7.8 <u>Contributions by Parties.</u> Any of the Members or Ex-Officio members may make a contribution of funds and/or at-cost in-kind support (pursuant to Section 7.11) to the Authority to be used for any proper purpose of the Authority. The making of such a

contribution shall not alter, in any way, the relationship established by this JPA between the Authority and the Members or between the respective Member Parties. Such a contribution may be made pursuant to an agreement between the Authority and the Member making the contribution, in which the use of the contributed funds is specified or restricted.

- 7.9 <u>Limitations on Debts.</u> The Authority shall incur no indebtedness, including, but not limited to, advances pursuant to Paragraph 7.7, for any item or purpose which is not budgeted for, and for which funds have not been budgeted for repayment during the fiscal year that repayment is to be made, without approval of the Board.
- 7.10 Quarterly Financial Report. The Executive Director shall present to the Board, and the Board shall transmit to each of the Members, a financial report at each Board meeting. The financial report shall set forth in reasonable detail all expenditures by the Authority during the preceding quarter, all revenues received by the Authority during the preceding quarter, all obligations remaining payable as of the last day of the preceding quarter.
- 7.11 Support from Members. A Member, in the exercise of reasonable discretion of its governing board, and with the consent of the YARTS Board of Directors, may provide support for the Authority, its staff, and its professional consultants, including providing quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and professional and technical assistance as may be necessary to enable the Authority to perform its responsibilities. All assistance shall be provided on an at-cost basis.
- 7.12 Other Support and Fees. The Authority shall apply for available state, federal, regional, and local support funds, including funds from public and private foundations, and shall make new and additional applications from time to time as deemed appropriate by the Board. If deemed necessary, the Authority may also establish and collect filing and processing fees in connection with matters to be considered by it.

7.13 <u>Budget Amendments.</u> Amendments to the budget shall require the affirmative vote of the Board.

#### ARTICLE 8. TREASURER

- 8.1 <u>Appointment of Treasurer.</u> The Treasurer of the Authority shall be designated by the Executive Director.
  - 8.2 <u>Duties.</u> The Treasurer shall:
- a. Receive and receipt all money of the Authority and place it in the treasury of the Authority to the credit of the Authority;
- b. Be responsible for the safekeeping and disbursement of all Authority money held by the Treasurer;
- c. Pay any sums due from the Authority, from the Authority's funds held by the Treasurer, or any portion thereof, upon warrants of the Controller designated herein; and
  - d. Transmit to the Executive Director quarterly financial reports.
- 8.3 <u>Reimbursement.</u> The Authority shall reimburse the Administering Agency for the cost of services provided by the Treasurer to the Authority on an at-cost basis.

#### ARTICLE 9. CONTROLLER

- 9.1 <u>Appointment.</u> The Controller of the Authority shall be designated by the Executive Director.
  - 9.2 <u>Duties.</u> The Controller shall:
- a. Draw warrants to pay demands against the Authority in accordance with the Administering Agency's policies. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the Authority money;

- b. Keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities and contributions made by each member to the Authority; and
- c. Make available all the financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the California Government Code and shall conform to generally accepted auditing standards.
- 9.3 <u>Reimbursement.</u> The Authority shall reimburse the Administering Agency for the cost of services provided by the Controller to the Authority on an at-cost basis.

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This Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

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- 18.1 <u>Effective Date.</u> This Agreement shall become effective upon ratification by resolution of any two (2) or more parties hereto.
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers:

COUNTY OF MERCED	Date:
Chair, Board of Supervisors	•
chair, Board of Caporvisors	
Attest:	
County Clerk	
Assumed as to be selfoured.	
Approved as to legal form:	
County Counsel	
•	

COUNTY OF MARIPOSA	Date:
Chair, Board of Supervisors	
Attest:	
County Clerk	
Approved as to legal form:	
County Counsel	

COUNTY OF MONO	Date:
Chair, Board of Supervisors	
Attest:	
County Clerk	
Approved as to legal form:	
County Counsel	

# **COUNTY OF TUOLUMNE** Date: Chair, Board of Supervisors Attest: County Clerk Approved as to legal form: **County Counsel**

# **COUNTY OF MADERA** Date: Chair, Board of Supervisors Attest: County Clerk Approved as to legal form: **County Counsel**

CITY OF FRESNO	Date:
Mayor	-
Attest:	
City Clerk	-
Approved as to legal form:	
City Counsel	-



### REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 1, 2024

**Departments: Information Technology** 

TIME REQUIRED

SUBJECT Ratify and Approve Submission of

The California Governor's Office of Emergency Services (Cal OES) State BOARD

and Local Cybersecurity Grant

PERSONS APPEARING BEFORE THE

#### **AGENDA DESCRIPTION:**

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

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

#### **RECOMMENDED ACTION:**

Board ratify and approve the submission of The California Governor's Office of Emergency Services (Cal OES) State and Local Cybersecurity Grant and accept the grant funds if awarded.

#### **FISCAL IMPACT:**

None immediately. Potential for \$250,000 in revenues to fund a strategic project over a 25 month period with no local matching requirement.

**CONTACT NAME: Mike Martinez** 

PHONE/EMAIL: 1819 / mmartinez@mono.ca.gov

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

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

YES NO

#### **ATTACHMENTS:**

Click to download

Staff Report
Grant Description

History

Time Who Approval

9/23/2024 11:46 AM	County Counsel	Yes
9/24/2024 12:48 PM	Finance	Yes
9/25/2024 9:11 AM	County Administrative Office	Yes



### INFORMATION TECHNOLOGY COUNTY OF MONO

PO Box 7657 | 1290 TAVERN ROAD | MAMMOTH LAKES, CA 93546 (760) 924-1819 • mmartinez@mono.ca.gov

Mike Martinez Information Technology Director

To:	Board of Supervisors
From:	Mike Martinez, IT Director

Date: October 1, 2024

Re:

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

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

#### **Recommendation**

Staff recommends that the Board ratify and approve the submission of The California Governor's Office of Emergency Services (Cal OES) State and Local Cybersecurity Grant and accept the grant funds if awarded.

#### **Background/Summary**

The State and Local Cybersecurity Grant Program (SLCGP) is for local and tribal governments in California. The program, managed by the California Governor's Office of Emergency Services (Cal OES), provides up to \$250,000 in competitive funding for cybersecurity projects aimed at addressing risks, improving infrastructure security, and enhancing the resilience of services. The grant supports activities such as governance, workforce development, and cybersecurity planning. Funded projects must align with both national and state cybersecurity priorities and complete annual assessments.

The grant will support a joint project with the Town of Mammoth Lakes to improve the County's and Town's overall network and cybersecurity posture.

The four main components of the project are to replace aged network equipment, create network access control for devices attaching to our network, Network Micro Segmentation to better control and monitor communication across the network, and perform penetration testing at the beginning of the project to identify vulnerabilities and again at the end of the project to measure improvement.

The grant amount is up to \$250,000 with no match requirement.

#### PROGRAM REPORTING REQUIREMENTS

A FEMA Annual Performance Progress Reports (PPR) must be submitted Cal OES annually until all grant activities are completed and the Grant Subaward is formally closed out. The PPR must include progress made on approved activities and any other project-specific information

### required by Cal OES.

The PPR will be submitted to Cal OES for review for approval before final submission. There are two annual PPR required for the Program.

Report	Report Period	Due Date
1 <sup>st</sup> Report	December 1, 2024 – November 30, 2025	December 31, 2025
Final report	December 1, 2025 – December 31, 2026	January 31, 2027



# FISCAL YEAR 2024-25 STATE & LOCAL CYBERSECURITY GRANT – LOCAL & TRIBAL (SL) COMPETITIVE FUNDING OPPORTUNITY

Release Date: July 31, 2024

The California Governor's Office of Emergency Services (Cal OES), Homeland Security & Emergency Management (HSEM) Branch, has a Competitive Funding Opportunity (CFO) for the (SL) Program.

This CFO provides programmatic information and the requirements necessary to prepare and submit a proposal for Cal OES grant funds. The provisions of this CFO supersede previous RFPs. If any language in this CFO conflicts with the terms and conditions of the applicable grant program guidance (e.g., federal Notice of Funding Opportunity, California State Supplement, etc.), the grant program guidance document(s) prevail. Applicants are strongly encouraged to review the applicable Notices of Funding Opportunity and California State Supplement, which outline the requirements that apply to Cal OES HSEM Branch Grant Subawards.

### PUBLIC RECORDS ACT NOTICE

Proposals are subject to the Public Records Act, Government Code Section 7920.000, et seq. Do not put any personally identifiable information or private information on this proposal. If you believe that any of the information you are putting on this proposal is exempt from the Public Records Act, please indicate what portions of the proposal and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

### CONTACT INFORMATION

Questions concerning this CFO or the proposal process must be submitted by email to:

State & Local Projects Unit StateLocalProjects@caloes.ca.gov

Cal OES staff cannot assist the Applicant with the actual preparation of their proposal. Cal OES can only respond to technical questions about the CFO during the period between the publication date and completion of the CFO process.

### A. ELIGIBILITY

1. Eligibility to Compete for Funding

For a proposal to be eligible to compete for funding (i.e., read and rated) all the following conditions must be met:

- Applicants must meet the federal definition of Local Government in <u>6 U.S.C. §101(13)</u> or Tribal Government in <u>6 U.S.C. §665(g)(a)(7)</u> and be located in California.
- The proposal must be emailed to <a href="mailto:stateLocalProjects@caloes.ca.gov">StateLocalProjects@caloes.ca.gov</a> and received no later than 11:59 PM (PDT) on Friday, September 27, 2024. Proposals must be attached as PDF documents and contain the form(s) outlined E. Proposal Requirements. The proposal PDF file name should include "FY2024 SL Program CFO" and the Applicant entity name. Cal OES cannot access proposals through cloud-based storage services (e.g., Google Drive, Dropbox, etc.). Emails should identify the name of the CFO in the Subject line. If you have not received a confirmation that your proposal was received within two business days of the date it was submitted, please send an email to <a href="mailto:StateLocalProjects@caloes.ca.gov">StateLocalProjects@caloes.ca.gov</a>.

Please Note: proposals that do not meet the above requirements will be disqualified (i.e., ineligible) and not read and rated.

2. Eligibility for Funding Consideration

Only one proposal per Applicant will be eligible to receive funding. If an Applicant submits more than one proposal, only the highest scoring proposal, meeting the criteria above, will be considered for funding.

3. Prerequisites to Receive Funding

**If selected**, all the following <u>must be completed within 60 days</u> of receiving the Intent to Fund notification to be eligible to receive funding, Applicants must:

 Have a Unique Entity Identifier (Unique Entity ID) registered in the federal System for Award Management (SAM). Applicants who do not currently have a Unique Entity ID will need to register at SAM.gov to obtain one. Applicants should start this process immediately to ensure they are able to comply with the requirement to have this completed within the 60-days.

 <u>Not</u> have an exclusion record in the SAM by the beginning of the Grant Subaward performance period. An exclusion record in the SAM indicates that a contractor (agency) is listed in the (federal) government-wide system for debarment and suspension. An agency that is debarred or suspended is excluded from activities involving federal financial and nonfinancial assistance and benefits. Check SAM status.

### B. FUNDING INFORMATION

There is \$19,085,028 available for the Program for the Grant Subaward performance period of December 1, 2024 – December 31, 2026.

### 1. Funding Amount

Applicants may apply for up to \$250,000 for the 25-month Grant Subaward performance period.

Please see the chart below for a <u>sample</u> breakdown of the fund sources (by Cal OES fund source code) and match based on the maximum request amount.

2022 SLCG	2022 SLCG MATCH (WAIVED)	2023 SLCG	2023 SLCG MATCH (WAIVED)	TOTAL PROJECT COST
\$82,500	\$0	\$167,500	\$0	\$250,000

### 2. Funding Source(s)

Guidance on policies and procedures for managing HSEM Branch Grant Subawards funded through federal fund sources can be found in the <u>FEMA Preparedness Grants Manual</u>. Applicants are **strongly encouraged** to review and retain a copy of this document to familiarize themselves with program-specific information as well as overall guidance on the rules and regulations for all fund sources that support this Program.

The Program is supported through the following fund:

State & Local Cybersecurity Grant Program (SLCG)

- Provides state/territorial, local, and tribal (SLT) governments with resources to address cybersecurity risks and threats to information systems, improve the security of critical infrastructure and resilience of the services provided by those entities.
- Supports efforts to implement cyber governance and planning, assess and evaluate systems and capabilities, mitigate prioritized issues, and build a cybersecurity workforce.
- Requires the State Administrative Agency (SAA), as the Recipient
  of the federal grant, to pass through at least 25% of the amount
  of the total federal award to rural areas. Per the Homeland
  Security Act of 2002, a rural area is defined in
  49 U.S.C. §5302(17) as an area encompassing a population of
  less than 50,000 people.
- Requires Recipients and Subrecipients to participate in the federal Cybersecurity & Infrastructure Security Agency (CISA) Cyber Hygiene Service – Vulnerability Scanning and participate in the Nationwide Cybersecurity Review (NCSR) as described in the federal Notice of Funding Opportunity (NOFO).
- For FY 2022 and FY 2023 SLCGP funding, the match requirement has been waived for all Subrecipients. Applicants are referred to <a href="Iitle 2">Iitle 2</a>, Code of Federal Regulations (C.F.R.), Part 200, § 200.306 for additional information.
- Cal OES's fund source code for this federal fund is SLCG.

FEMA has identified the allowable categories of cost under the SLCGP Program as follows:

Planning – Planning costs are allowable under this Program.
 SLCGP funds may be used for a range of planning activities, such as those associated with the development, review, and revision of holistic, entity-wide cybersecurity plans and other

planning activities that support the Program goals and objectives.

 Organization – Organizational costs are allowable under this Program. SLCGP funds may be used for cybersecurity program management, development of whole community partnerships that support cybersecurity program governance, structures and mechanisms for information sharing between the public and private sector, and operational support, including ensuring continuity of operations for essential functions.

Personnel hiring, overtime, and backfill expenses are permitted under this Program to perform allowable SLCGP planning, organization, training, exercise, and equipment activities. Personnel expenses may include, but are not limited to, training and exercise coordinators, program managers and planners, and cybersecurity navigators. The Subrecipient must demonstrate that the personnel will be sustainable.

Equipment – Equipment costs are allowable under this Program.
 Unless otherwise stated, equipment must meet all applicable statutory, regulatory, and/or DHS-adopted standards to be eligible for purchase using SLCGP funds. Subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations; such investments must be coordinated with the Statewide Interoperability Coordinator and the State Interoperability Governing Body to ensure interoperability and long-term capability.

SLCGP funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees in support of a system or equipment. Applicants should reference the FY 2022 and FY 2023 SLCGP NOFO, Section D, 12 – Funding Restrictions and Allowable Costs, e. Other Direct Costs, III. Equipment, for additional requirements and restrictions on allowable equipment costs, when building their Budget Detail table for their NOI.

Training – Training costs are allowable under this Program.
 Allowable training-related costs under SLCGP include the establishment, support, conduct, and attendance of training and/or in conjunction with training by other federal agencies.
 Training conducted using SLCGP funds should align with the California SLCGP Cybersecurity Plan and address a performance gap identified through cybersecurity assessments and contribute to building a capability that will be evaluated through a formal exercise.

Subrecipients are encouraged to use existing training, such as <u>FEMA's National Preparedness Course Catalog</u>, rather than developing new courses.

All training courses must receive a Training Feedback Number from Cal OES Training & Exercise prior to the start of the course. To request a Training Feedback Number, please download and complete the <a href="mailto:TrainingFeedbackForm">TrainingFeedback Form</a> and forward the completed request via email to <a href="mailto:training@caloes.ca.gov">training@caloes.ca.gov</a>.

Exercise – Exercise costs are allowable under this Program.
 Exercises conducted with SLCGP funding should be managed and conducted consistent with <u>Homeland Security Exercise and</u> Evaluation Program (HSEEP) guidance documents.

 Management and Administration (M&A) – M&A costs are allowable under this Program. M&A activities are defined as directly relating to the management and administration of SLCGP subaward funds, such as financial management, reporting, and program and financial monitoring. See the FEMA Preparedness Grants Manual for examples of some M&A costs.

Subrecipients are allowed a maximum of five (5) percent of the Grant Subaward amount for the FY 2024 SLCGP.

Indirect Costs – Indirect costs are allowable under SLCGP; see
the Indirect Costs section of the FY 2024 SLCGP State
Supplement for additional guidance on including indirect costs
in the budget for SLCGP-funded projects.

Applicants should complete the appropriate budget categories for the costs included in their project proposal on the Notice of Interest form; see E. Programmatic Narrative, below.

In addition, the following costs are **unallowable** under the SLCGP:

• Supplantation of state or local funds.

This shall not be construed to prohibit the use of funds under this Program for otherwise permissible uses on the basis that the Subrecipient has previously used state, local, and/or tribal government funds to support the same or similar uses.

- Any Subrecipient cost-sharing contribution, when required.
- To pay a ransom from cyberattacks.
- Spyware.
- Recreational or social purposes, or for any purpose that does not address cybersecurity risks or cybersecurity threats on information systems owned or operated by, or on behalf of, the Subrecipient entity.
- Suing the federal government or any other government entity.
- Lobbying or intervention in federal regulatory or adjudicatory proceedings.
- Acquiring land or constructing, remodeling, or altering buildings or other physical facilities.
- Cybersecurity insurance premiums.

Please refer to <u>Title 2, C.F.R., Part 200, Subpart E – Cost Provisions</u>, for additional guidance on allowable and unallowable costs.

### C. PROGRAMMATIC INFORMATION

### 1. Program Overview & Objectives

The purpose of the FY 2024 SLCGP Local & Tribal Program is to assist local units of government, as defined in 6 U.S.C. §101(13), and federally recognized tribes address cybersecurity risks and threats to information systems, improve security of critical infrastructure and resilience of the services these entities provide to their communities.

Through the <u>Infrastructure Investment and Jobs Act (IIJA) of 2021</u>, Congress established the State and Local Cybersecurity Improvement Act, which created the State and Local Cybersecurity Grant Program and appropriated funds to be awarded to eligible state and territorial administrative agencies over a period of four federal fiscal years.

Each year, beginning with federal fiscal year 2022 through federal fiscal year 2025, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) announces a NOFO for the SLCGP. The funds provided by this Program assist SLT governments to manage and reduce systemic cyber risks, including through the establishment of a strong foundation to build a sustainable cybersecurity program. **Grant funds are intended to supplement existing fiscal resources and are not guaranteed long-term sustainability solutions.** Projects funded under this Program are expected to be reasonably sustained after the end of the performance period without the expectation to receive future grant funds.

As the SAA for this Program, Cal OES established a subcommittee of the California Cybersecurity Task Force, called the Cybersecurity Investment Planning Subcommittee (CCTF-CIPS), in order to meet specified requirements under the IIJA and SLCGP NOFO, including the development and submission of a statewide cybersecurity plan, which was submitted by Cal OES and approved by CISA on September 29, 2023. The CCTF-CIPS serves as California's cybersecurity planning committee for the purposes of the SLCGP and participates in Program activities such as updating the cybersecurity plan and developing strategies for allocating funds available through the SLCGP to projects that align with the approved cybersecurity plan.

SLCGP provides funding to implement projects that address one or more of the following objectives established by CISA to accomplish the overarching goal of the Program:

**Objective 1 – Governance and Planning** – Develop and establish appropriate governance structures, as well as plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.

**Objective 2 – Assessment and Evaluation** – Identify areas for improvement in SLT cybersecurity posture based on continuous testing, evaluation, and structured assessments.

**Objective 3 – Mitigation** – Implement security protections commensurate with risk (outcomes of Objectives 1 and 2), using the best practices as described in element 5 of the required 16 elements of the cybersecurity plans listed in the IIJA and those further listed on page 14 of the NOFO.

**Objective 4 – Workforce Development** – Ensure organization personnel are appropriately trained in cybersecurity, commensurate with their responsibilities as suggested in the National Initiative for Cybersecurity Education.

### 2. Program Priorities & Requirements

All proposed projects must support activities that effectively contribute to the local or tribal government's capability to prevent, prepare for, mitigate against, respond to, and recover from cyber threats against information systems owned and/or operated by the unit of government, align with the objectives, priorities, and cybersecurity plan elements described in the <u>California SLCGP Cybersecurity Plan</u>, and meet the criteria listed in the FY 2022 and FY 2023 SLCGP NOFOs.

### a. SLCGP National Priorities

In developing projects for the FY 2024 SLCGP Local & Tribal Program, Applicants should describe projects that address areas for improvement identified by the local or tribal government using the whole community approach as they relate to cybersecurity capabilities and especially projects that address implementation

of one or more of the key Cybersecurity Best Practices, as appropriate to their organization:

- Implement multi-factor authentication.
- Implement enhanced logging.
- Data encryption for data at rest and in transit.
- End use of unsupported/end of life software and hardware that are accessible from the internet.
- Prohibit use of known/fixed/default passwords and credentials.
- Ensure ability to reconstitute systems (backups).
- Actively engage in bidirectional sharing between CISA and SLT entities in cyber relevant time frames to drive down cyber risk.
- Migration to the .gov internet domain.

Educational institution Subrecipients (e.g., school districts) using the .edu Internet domain are exempted from transitioning to the .gov Internet domain. All other Subrecipients of SLCGP funding are highly encouraged to transition to a .gov Internet domain over time. Additional information on migrating to the .gov Internet domain can be found on the DotGov Program website.

DHS/FEMA does not prescribe a minimum funding amount for these priorities. However, all SLCGP Applicants are encouraged to consider how FY 2024 SLCGP Local & Tribal Program funding can be used to support these priority areas as they apply to the local or tribal government's specific needs and the needs of the whole community. Subrecipients of funding through SLCGP are strongly encouraged to eventually adopt and use all eight of the Cybersecurity Best Practices listed above.

Additional information about these cybersecurity best practices can be found in the FY 2022 and FY 2023 SLCGP NOFOs, Section A, 10, c.

### SLCGP Statewide Priorities

The CCTF-CIPS, in its <u>SLCGP Cybersecurity Plan</u>, described an intention to focus on the following initiatives, with the corresponding cybersecurity plan element from the IIJA noted in parentheses, to strengthen cybersecurity across California using the FY 2022-23 SLCGP funds:

- Enhance the preparation, response, and resiliency of information systems, applications, and user accounts (Element 3);
- Implement a process of continuous cybersecurity risk factors and threat mitigation practices prioritized by degree of risk (Element 4);
- Develop and coordinate strategies to address cybersecurity risks and threats (Element 14);
- Identify and mitigate any gaps in the cybersecurity workforce, enhance recruitment and retention efforts, and bolster the knowledge, skills, and abilities of personnel with reference to the National Initiative for Cybersecurity Education – Workforce Framework for Cybersecurity (Element 8);
- Assess and mitigate Critical Infrastructure and Key Resources risks and threats impacting local jurisdictions (Element 10);
- Ensure continuity of operations including by conducting exercises (Element 7); and
- Ensure rural communities have adequate access to, and participation in, plan activities (Element 15).

SLCGP Applicants are strongly encouraged to incorporate one or more of these statewide priorities in their project description for the project(s) proposed using Program funds. Additional information about the cybersecurity plan elements is available in the FY 2022 SLCGP NOFO, Appendix C: Cybersecurity Plan, Required Elements.

### c. Participation in Required Cybersecurity Services

Subrecipients are required to participate in free <u>Cyber Hygiene</u> <u>Services</u> – Vulnerability Scanning, provided by CISA. For these required services, please note that participation is not required to submit a proposal under this CFO but is a post-award requirement for all projects selected to receive SLCGP funding.

Additional information on this and other, optional but encouraged cybersecurity services, memberships, and resources can be found on the <u>CISA - SLCGP website</u> (scroll down to the Tools and Resources section).

### d. Nationwide Cybersecurity Review (NCSR)

The NCSR is a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs. It is based on the National Institute of Standards and Technology Cybersecurity Framework and is sponsored by DHS and the Multi-State Information Sharing and Analysis Center.

SLCGP Subrecipients are required to complete the NCSR during the first year of the Grant Subaward performance period and annually thereafter until closeout. The open assessment period is usually October through February; Subrecipients may contact their assigned SLCGP Grants Analyst for additional information and technical support.

### D. PROGRAM REPORTING REQUIREMENTS

Performance and implementation reports serve as a record for the implementation of the Grant Subaward. Statistics for performance and implementation reports should be collected on a quarterly basis, even when reporting occurs less frequently. The following reports are required:

### a. FEMA Reports

There is one FEMA report Subrecipients will need to complete:

Annual Performance Progress Reports (PPR)

Subrecipients must submit PPR to Cal OES annually until all grant activities are completed and the Grant Subaward is formally closed out. PPR are due within 30 days after the end of the reporting period. Annual PPR must include progress made on approved activities and any other project-specific information required by Cal OES. PPR are cumulative and each annual report will include information provided by the Subrecipient in previous reporting periods.

In order to ensure that mandated performance metrics and other data required by the Grant Subaward are reported accurately, SLCGP PPR must first be submitted via email to the Cal OES SLCGP Grants Analyst for review. Electronic reports should be submitted to Cal OES for review at least seven (7) calendar days before the due date. Submission of the final, signed electronic report should only occur after the Subrecipient is instructed by the Grants Analyst to do so.

There are two annual PPR required for the Program. Failure to submit a PPR could result in Grant Subaward reduction, suspension, or termination. See the chart below for report periods and due dates.

Report	Report Period	Due Date
1st Report	December 1, 2024 – November 30, 2025	December 31, 2025
Final Report	December 1, 2025 - December 31, 2026	January 31, 2027

<sup>\*</sup>Exact dates will be provided by your Grants Analyst at the end of each quarter.

### E. PROGRAMMATIC NARRATIVE

Applicants must use the forms provided on the Cal OES website. Applicants may not alter the formatting of any forms, including the Notice of Interest (NOI). If a space or character limitation is specified under each NOI question, strict adherence to the space limitation is required. Information included beyond the space limitation and/or unrequested attachments will not be considered in the rating process.

Applicants must respond to each question in the NOI form. The Applicant's response to each question will be evaluated as part of the rating process. Applicants should develop a thorough project proposal that takes into consideration planning and implementation of the entire process for the

proposed project from conception to completion of all activities using the requested funding.

Proposals must be aligned to one or more of the SLCGP Objectives and at least one of the 16 Cybersecurity Plan Elements. This alignment is based on how many and to what degree the associated elements are adopted, especially the eight best practices listed above (see <u>California</u> <u>Cybersecurity Plan</u>, Appendix B: Project Summary Worksheet, Related Required Element # column).

Applicants should also consider the Program priorities and requirements referenced above in C, Programmatic Information, as well as the <u>SLCGP FY 2022 NOFO</u>, <u>FY 2023 NOFO</u> and the <u>SLCGP California State Supplement</u>, when developing their project proposals.

In addition to their responses on the NOI form, Applicants must complete an online <u>Cybersecurity Maturity Survey</u> (not scored). **Upon completion of the survey**, **Applicants must download a copy of their survey responses and attach as a PDF file to submit with their proposal; proposals submitted without completing the survey may not be considered for funding.** 

#### F. SELECTION OF PROPOSAL FOR FUNDING

### 1. Proposal Rating

Eligible proposals submitted via email as specified in A. Eligibility, above, by the due date are generally evaluated by a three-member team. Each question is assigned a point value and the Applicant's response to each question is evaluated on the following criteria:

**ABSENT:** The response does not address the specific question, or a response was not provided.

**UNSATISFACTORY:** The response does not completely address the question. The information presented does not provide a good understanding of Applicant's intent, does not give the detailed information requested by the CFO, and/or does not adequately support the proposal or the intent of the Program.

**SATISFACTORY:** The response addresses the question and provides a good understanding of the Applicant's intent. The response adequately supports the proposal and the intent of the Program.

**ABOVE AVERAGE:** The response is above average and provides a clear and detailed understanding of the Applicant's intent. The response presents a persuasive argument that supports the proposal and the intent of the Program.

**EXCELLENT:** The response is outstanding, with clear, detailed, and relevant information. The response presents a compelling argument that supports the proposal and the intent of the Program.

In addition to evaluating and assigning a point value to the Applicant's responses to the Programmatic Narrative Questions, the budget table and milestones submitted on the NOI form will be evaluated and assigned a point value.

The rater scores are averaged and ranked numerically. Proposals are only evaluated numerically; no notes are taken during the evaluation. Applicants that meet the definition of a rural area as defined in 49 U.S.C. § 5302 will be scored and ranked against proposals from other Applicants in this category until the 25% federally-mandated rural pass-through threshold is met; at which time, remaining Applicants in this category will be scored and ranked against all other proposals.

Project proposals that do not clearly and directly address the required program objectives/investment justifications <u>or</u> cannot be completed within the performance period will be disqualified.

### 2. Funding Decision

Final funding decisions are made by the Director of Cal OES. Funding decisions are based on the following:

- The ranked score of the proposal.
- Consideration of priorities or geographical distribution specific to this CFO; e.g., whether the Applicant meets the definition of a rural area as defined in 49 U.S.C. §5302.
- Prior negative administrative and programmatic performance, if applicable.

Applicants previously funded by Cal OES will be reviewed for poor past compliance, including fiscal management, progress and annual

reports, audit reports, and other relevant documentation or information. This review may result in one or more of the following actions:

- The Applicant may not be selected for funding.
- The amount of funding may be reduced.
- Grant Subaward Conditions may be added to the Grant Subaward.

### 3. Notification Process

All Applicants will be notified in writing, via electronic communication, the results of the rating process. The notification will be sent to the Authorized Agent and the Primary Point of Contact identified on the NOI submitted with the proposal.

Applicants will receive one of the following notifications:

- Intent to Fund if selected for funding.
- Denial if not selected for funding, including the Applicant's scores and information regarding the appeal process.
- Ineligibility:
  - If the proposal did not meet Eligibility to Compete for Funding including information regarding the appeal process; or
  - o If the proposal scored less than the required 50% of points possible, including the Applicant's scores and information regarding the appeal process.

Cal OES can only respond to technical questions about the CFO during the period between the publication date and completion of the CFO process. Requests for records must be made through a <u>Public Records Act request</u>.

### G. FINALIZING THE GRANT SUBAWARD

1. Grant Subaward Application

Once selected for funding, Subrecipients must complete and submit their Grant Subaward Application through the online <u>Cal OES Grants</u>

<u>Central System (GCS)</u>. Cal OES may require revisions and/or additional documentation to finalize the submission of the Grant Subaward Application in the GCS. The Grants Analyst identified in the Subrecipient's Intent to Fund notification can provide technical assistance in completing these components.

For more information on the GCS, please see the FY 2024 SLCGP California State Supplement to the NOFO.

### 2. Grant Subaward Approval

The Grant Subaward will be available in the Cal OES GCS. The Subrecipient is not authorized to incur costs against the Grant Subaward until the application is approved. Once the Grant Subaward is approved, a request for payment may be submitted.

### a. Grant Subaward Conditions

Cal OES may add conditions to execute the Grant Subaward. If conditions are added, these will be discussed with the Subrecipient and will become part of the Grant Subaward.

Grant Subaward Conditions may include holds on funding amounts included in the budget for items of cost that require prior approval from Cal OES and/or DHS/FEMA, including but not limited to, training, and meals/beverages for training and exercise events.

### b. Grant Subaward Amounts

When the amount of funds available is limited, Cal OES may reduce the amount of the Grant Subaward from the amount requested by the Subrecipient. In addition, Cal OES reserves the right to negotiate budgetary changes with the Subrecipient prior to executing the Grant Subaward. If either of these actions is required, Cal OES will notify the Subrecipient prior to executing the Grant Subaward.

### 3. Standard Grant Subaward Funding Authority

Allocation of funds is contingent on the enactment of the State Budget. Cal OES does not have the authority to disburse funds until the State

Budget is passed, and the Grant Subaward is fully executed. Expenditures incurred prior to authorization are made at the Subrecipient's own risk and may be disallowed. Cal OES employees are not able to authorize a Subrecipient to incur expenses or financial obligations prior to the execution of a Grant Subaward. However, once the Grant Subaward is finalized the Subrecipient may claim reimbursement for expenses incurred on, or after, the start of the Grant Subaward performance period.

If, during the Grant Subaward performance period, the state and/or federal funds appropriated for the purposes of the Grant Subaward are reduced or eliminated by the California Legislature or the United States Government, or in the event revenues are not collected at the level appropriated, Cal OES may immediately terminate or reduce the Grant Subaward by written notice to the Subrecipient.

Cal OES Grant Subawards are subject to applicable restrictions, limitations, or conditions enacted by the California Legislature and/or the United States Government, after, the execution of the Grant Subaward.



### REGULAR AGENDA REQUEST

☐ Print

<b>MEETING DATE</b> October 1, 20	റാ

TIME REQUIRED

SUBJECT Letter of Support for Digital Equity

Grant Application for Golden State Connect Authority Member Counties

PERSONS APPEARING BEFORE THE BOARD

### **AGENDA DESCRIPTION:**

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

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

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  ☐ YES ☑ NO
ATTACHMENTS:
Click to download  D Letter
_ =====================================

#### **History**

TimeWhoApproval9/18/2024 1:46 PMCounty CounselYes9/24/2024 12:40 PMFinanceYes9/24/2024 3:42 PMCounty Administrative OfficeYes

Lynda Salcido~District Five



### BOARD OF SUPERVISORS **COUNTY OF MONO**

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517 (760) 932-5530 BOS@mono.ca.gov Oueenie Barnard, Clerk of the Board

September 20, 2024

Honorable Gina M. Raimondo, Secretary U.S. Department of Commerce 1401 Constitution Ave NW Washington, DC 20230

Dear Honorable Secretary Raimondo,

As a member of Golden State Connect Authority, Mono County appreciates and supports Golden State Connect Authority's (GSCA) application to the National Telecommunications and Information Administration's (NTIA) Digital Equity Competitive Grant Program on behalf of its forty-member rural counties.

The goal of the NTIA Digital Equity Competitive Grant Program is to fund initiatives that ensure communities have the access and skills to fully participate in the digital world, regardless of their background or circumstances. Included in GSCA's application would be funding for each of GSCA's member counties to execute their digital equity plan throughout their respective communities with the purchase and placement of computer hardware and software necessary to establish access to digital tools and learning for NTIA's identified covered populations, individuals who are: 60+ years of age; state incarcerated; veterans; disabled; racial or ethnic minorities; rural; ESL; low-income households. This application will build upon and complement a Golden State Connect Authority application to the California Capacity Grant Program, later this year.

GSCA represents 40 of California's 58 counties, those that comprise rural California. This part of California has experienced historical disinvestment of broadband infrastructure that is now being addressed through public and private investment at record levels. With connectivity comes the need for addressing digital access and digital literacy needs for rural communities. Access to quality broadband, when paired with access to equipment that connects to the internet and the knowledge associated with its use, will open the door to increased economic development opportunities, access to enhanced learning, employment, health care, and financial services opportunities, as well as the ability to improve public health and safety. This grant is a big step in the direction of addressing these needs in Mono County and all GSCA member rural counties.

On behalf of Mono County, please give GSCA's application your highest level of consideration. We look forward to being a partner in closing the digital divide in rural California.

Sincerely,

John Peters Board Chair, Mono County



### REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 1, 2024

**Departments: Probation** 

TIME REQUIRED 15 minutes PERSONS Karin Humiston, Chief of Probation

**SUBJECT** Community Corrections Partnership

Update

APPEARING BEFORE THE BOARD

### **AGENDA DESCRIPTION:**

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

Presentation by Chief Humiston, an informational update to the Board on the Community Corrections Partnership.

RECOMMENDED ACTION: None, information only.
FISCAL IMPACT: None.
CONTACT NAME: Karin Humiston  PHONE/EMAIL: 7609325572 / khumiston@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  ☐ YES  ☐ NO

### **ATTACHMENTS:**

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D Staff Report

D Realignment Implementation Plan Update

D Presentation

### History

 Time
 Who
 Approval

 9/24/2024 9:42 PM
 County Counsel
 Yes

 9/4/2024 2:23 PM
 Finance
 Yes



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517 BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-5571 MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731

probation@mono.ca.gov

Mark Magit Presiding Judge Superior Court

Dr. Karin Humiston Chief Probation Officer

Date: October 1, 2024

To: Honorable Board of Supervisors

From: Karin Humiston, Chief of Probation

SUBJECT: Mono County Community Corrections Partnership Update.

RECOMMENDATION: None, information only.

### **DISCUSSION:**

Chief Humiston and members of the Probation staff will provide an update to the Board on the Community Corrections Partnership. Presentation to include information on programs, statistical data, transition house and budget.

FISCAL IMPACT:

None.

### ADDENDUM: Implementation Plan Update

Strategies for Fiscal Year 2023-2024

This Community Public Safety Realignment Plan update is submitted by the Mono County Community Corrections Partnership (CCP) Executive Committee, pursuant to AB 74, the California Budget Act of 2020.

One of main purposes of the Public Safety Realignment Act of 2011, was to provide rehabilitation and reentry services for system involved individuals. It aimed to reduce the likelihood of reoffending and improve public safety. Mono County Community Corrections Partnership (CCP) has embodied this mission. In collaboration with community and justice partners the CCP has actively listened to the needs of the community and system involved individuals. Mono County CCP has eloquently balanced the needs to bridge the gaps in support of all community members. The gaps identified were prioritized and made into objectives.

In the last three years since the implementation of the objectives began, many opportunities for clients to regain a sense of livelihood have been created. The ability to innovatively produce resources that wrap the clients in services and closely help them navigate through their obstacles has generated positive outcomes. Although many objectives have been accomplished, there are still needs and challenges that must be addressed. Mono County CCP continues to commit their efforts to find evidence-based practices and programs that align with the Public Safety Realignment Act of 2011. This report will illustrate the progress of the objectives and provide an overview of the plan to continue to achieve the remaining objectives.

### **OBJECTIVES**

The Objectives targeted by Mono County for the 2020-2025 Five-Year Plan are as follows:

- 1. Establish a multidisciplinary reentry team to create an individualized plan for each individual before, during and after incarceration.
- 2. Create a collaborative reentry plan with services.
- 3. Create a transportation plan to assist individuals in getting to programs and services.
- 4. Establish transitional housing sites and programs.
- 5. Form a Community Advisory Board.
- 6. Determine services needing data tracking.
- 7. To identify variables to be measured for reporting and tracking.
- 8. Determine placement efficacy by tracking individual outcomes.
- 9. Design a qualitative and quantitative survey of probationer's and participant's experiences to measure subjective and objective satisfaction and efficacy.
- 10. Determine reentry population profile.
- 11. Establish an ongoing data committee.

#### UPDATED OBJECTIVES

In year three of the five-year plan, Mono County community and justice partners have collaborated to complete the objectives listed above. The following are the updates for the objectives, and

outcomes for fiscal year 2023-2024. For prior updates, please refer to the Implementation Plan Update of 2022-2023 and 2021-2022.

# 1. Create a multidisciplinary reentry team for the purpose of preparing a case plan before and during reentry.

The CCP and the designated departments have diligently worked to complete the objectives in this goal.

- a) Strategy 1: Identify members of Community Services Solutions, Behavioral Health Department, Social Services Department, and Probation. All of these members have been identified, and a Multi-Disciplinary Team (MDT) was created.
- b) Strategy 2: Establish frequency of meetings. The MDT meets weekly to discuss cases that will require reentry services.
- c) Strategy 3: Identify each member's area of responsibility. Through the MDT the roles of each member were identified.
- d) Strategy 4: Share information across organizations. The MDT communicates through a "Reentry Team" email and through SharePoint.

### 2. Create a collaborative reentry plan with services.

The focus for year three in this objective was to establish an educational program for individuals in and out of custody. The challenges that present themselves in the current jail facility are the lack of space and the lack of secure internet network access. Mono County Office of Education (MCOE) identified two online education programs, Edmentum and CASAS eTest, that would be used once the construction of the new jail facility is completed. In the meantime, MCOE and the Mono County Jail are exploring the possibility of implementing the *Career Choices and Changes* curriculum. This curriculum would allow incarcerated individuals to discover the careers that match their passions, interests, and values. The workbook asks the individual questions and allows them to contemplate their own goals and aspirations. The goal for this curriculum is to introduce a systematic process for decision-making that empowers individuals to successfully navigate a lifetime of workplace and personal change.

### 3. Establish a plan for transportation of participants.

This objective continues to be challenging. Although Mono County Probation continues to have Eastern Sierra Transit Authority (ESTA) bus tickets available for individuals released from jail, that mode of transportation is not always available. Due to the harsh climate and rural nature of Mono County, ESTA on occasion does not provide transportation to the unincorporated cities in Mono County. However, the CCP continues to explore alternative options to ensure that clients can access the services they need throughout the County.

4. Establish transitional housing for participants in North, Middle, and South County. In year three, the CCP has designated and approved for Mono County Probation to begin the construction of a transitional home in Bridgeport, CA. This transitional house will be a two-bedroom home located within the Probation office property line. It will house two individuals at a time and provide a large space for programing and services to be held. Currently, Probation has contracted with Triad Holmes Engineering, a land surveying

company to provide a photogrammetric map and underwater topography to outline seasonal water streams and elevation for finding corner markers. Once the survey is complete then the engineering company will provide a map to begin construction on the transitional home.

### 5. Community Advisory Board

The CCP has not established a Community Advisory Board. This goal will continue to be explored.

### 6. To provide a case management system that meets all partners' needs.

Probation established a new position, the Probation Data Analyst. The analyst executed the contract with Tyler Technologies. They ensured that the case management system went live on May 15, 2023. The analyst oversaw the migration, training, and implementation of the new case management system and ensured it was completed successfully. The Data Analyst created a survey to identify variables from each department and used the feedback to direct them to track essential data points relevant to the CCP. Tyler Technologies has the capability to compile reports necessary to understand the needs and outcomes.

### 7. To determine services needing data tracking.

The Data Subcommittee has identified several data points that can be tracked in the new case management system. The variables identified include: number of detainees in reentry by month, number of detainees released on pretrial supervision, number of assessments performed by type of assessment (mental health assessment, psychological, and substance abuse), number of Risk/Needs assessments completed, number of reentry services received while detained (Counseling, Education, Life Skills etc.), number of days in custody (received from jail), number of transitional housing, day is transitional housing, number of probationers receiving or in need of short term housing assistance, number of probationers receiving sober living services, days in sober living, evidence based program tracking - number of programs, participants, and successful or unsuccessful completion, and placement efficacy variables. The Probation Data Analyst will provide the CCP Executive Committee with a yearly data report.

In year two, the CCP committed to monitoring the pre-trial services program. The pre-trial population has increased in size and clients in this specific population have shown to require unique services. The pre-trial casework has placed a demand for electronic monitoring and early implementation of preventative interventions and counseling services.

### 8. To identify variables for placement efficacy.

In year three, the MDT continues to collaborate and coordinate to provide the best placement for individuals who need inpatient rehabilitation services. The new case management system allows for the entry and tracking of these placements. An Addiction Severity Index (ASI) is administered by the Mono County Behavioral Health Department, which helps identify the level of need for treatment. If needed, a mental health assessment is also administered by the contracted agency North American Mental Health Services, to determine any dual diagnosis needs. The client is placed based on the variables for efficacy

related to the level of need as identified in the assessments, length of treatment, sex (male, female, transgender), age, health, family dynamics (children/pregnant) primary language, cultural beliefs/practices, religion, and financial barriers.

### 9. To design a qualitative and quantitative assessment of probationer's experience.

Mono County Probation will be using the Dual Relationship Inventory – Short Form (DRI-SF) Measure which is a nine-item satisfaction survey. This survey was created and validated by the University of California Berkely. The survey looks at caring, fairness, trust, and toughness with measuring relationship quality for better client outcomes. The new case management system will track activity related to the relationship quality, services provided, and use of Motivational Interviewing. The data analyst will present this information to the CCP Executive Committee yearly.

### 10. To determine reentry population profile.

The new case management system allows for the Reentry/Behavioral Health Coordinator to enter all the reentry clients, services provided, and progress. Once all the information is recorded the case management system can gather all the data points identified for this population.

### 11. Establish a data committee.

The new case management system has been implemented and the Data Analyst is able to run reports based on the identified data points. These data reports are then presented to the CCP Executive Committee which will inform them on the areas that need improvement.

### **BUDGET**

Fiscal year 2023-2024 budget was recommended by the CCP Executive Committee and approved by the Mono County Board of Supervisors, to continue to provide the services implemented and to accomplish the goals outlined in the five-year plan. Below is the list of objectives and outcomes that were supported by the allocation of funding in the budget year.

- 1. Objective 1: Create a multidisciplinary reentry team for the purpose of preparing a case plan before and during reentry.
  - a. Salary and wages for the reentry team were budgeted for this fiscal year \$504,771.
  - b. The budget covers the costs of the Community Services Solutions (CSS) program services, which is a collaborative partner of the reentry multidisciplinary team. CSS is the entity that bridges communication and services with the inmates that are housed at the Mono County Jail \$43,200.
- 2. Objective 2: Create collaborative reentry plan.
  - a. Individuals that need behavioral health services and substance abuse services are referred to Mono County Behavioral Health or to North American Mental Health Services. The allocated budget for these services is \$150,000.
  - b. The reentry team have identified the need for translation services for clients whose primary language is Spanish. Most of the service providers are English speaking;

- therefore, the need for translation services was necessary. The allocated budget for this service is \$7,500.
- c. The Court may place defendants on electronic monitoring pending placement. The CCP Executive Committee approved a budget for electronic monitoring services \$15,000.
- d. To better serve incarcerated individuals while in the custody of the Mono County Jail, a need for medical, dental, and laboratory services were identified. CCP approved a budget \$40,000.
- e. The CCP Executive Committee approved a budget to help the Mono County Sheriff's Office complete the construction of the new county jail. The CCP Executive Committee was in support for this allocation because the new county jail will allow space for educational programs, behavioral and cognitive programs, and an array of services that will help the incarcerated population and the reentry population. The budget approved \$100.000.

#### CONCLUSION

Mono County Community Corrections Partnership and community partners have made great progress in this Five-Year Plan. The objectives identified have mostly been completed and those objectives remaining have plans in place or are in the process of being finalized. In year four, the initial steps of the construction of the transitional house will begin. Continued efforts to fulfill the need for transportation will be explored, identified, and implemented. Since the new case management system was realized, the data committee and Data Analyst will be able to track the identified variables which will inform the CCP of areas of need. Probation will create a policy and procedure to implement the satisfaction survey. The results of the satisfaction survey will give Probation the tools to put into practice evidence-based programs and services to better serve the clients.

Mono County Community Corrections Partnership has listened to the community and learned from the past. Fulfilling each objective creates a sense of accomplishment and change. The mission of the Community Corrections Partnership was not only to follow the mandates of Assembly Bill 109, but it was to instill hope for the clients we help while balancing the need to protect the community.

Third Annual Report

		Time Times Report
Objectives	Outcomes	Progress
Create a Multidiciplinary Reents     Team for the purpose of preparing     case plan before and during reents	a	Behavioral Health, Community Services Solutions, Department of Social Services, Mono County Office of Education, and Jail staff are currently participating as the reentry tream. Mono County Probation has also added a Behavioral Health Services Coordinator to the reentry team.
	Reentry Probation Officer will be the dedicated contact person to assist probationers and inmates in completing probation terms and conditions. Team will ensure that case plans lead probationers to successfully complete probation requirements or supervision. Frequency and focus of meetings established.	County Behavioral Health, NAMHS, Probation, and clients. In addition this position also assists clients in placements for residential and outpatient treatment
	Team members areas of responsibility identified.	The Reentry and Behavioral Health Coordinator create agendas, set meeting invites via Microsoft Teams, check in with each team member for completed tasks, provide updates to each member, and keep records of cases and updates.
	Software identified for sharing of information while maintaining security of information.	A Sharepoint site is currently used to make information available to team about reentry clients. In addition, Mono County Probation is in the process of adapting to a new case management system. This allows protected and secure entry and storage of information by the Reentry Coordinator.

### Mono County Realianment 5 Year Plan

2) Create Collaborative Reentry Plan

Services required by educational opportunities that may be required by the Court.

Reentry group meetings held weekly are used to discuss cases and provide the participants identified. Provide services necessary. Services are provided from all departments in the Reentry group. These include: parenting classes, education classes, assessments, counseling, outpatient services, and providing physiological needs when released from Jail.

participant determined

Level of assistance required by Various assessments are used to determine the level of assistance needed. The evidence based assessments include ORAS, ASAM, ASI, mental health, and psychiatric.

evidence based programs while in custody Assists jail staff by providing constructive activities for detainees.

Lead to higher success of detainees completing classes if already started while in custody

Provide educational opportunities that may assist detainees in gaining employment, and/or continuing education after reentry. Detainees enrolled in classes would be motivators to each other and possibly other inmates not enrolled

provided. Three Mono County Probation Officers have been trained and Allows inmates to participate in certified as Batterer's Intervention Facilitators to provide this mandated class to clients in person at the Probation Office and the Jail. The Behavioral Health Department is currently researching a wellness and stress management program.

MRT, individual counseling through NAMHS, and parenting classes continue to be

Probation's community service coordinator has supervised work crews as they complete projects in Bridgeport where the county jail is located.

Continued collaboration with Mono County Probation, Behavioral Health and NAMHS. The Behavioral Health Coordinator submits referrals for the classes required, and obtains progress updates on the clients, which in turn helps the jail and Probation Officers to address any setbacks, challenges, and needs of the detainees to assist with successful completion.

Mono County Office of Education continues to provide adult education in the jail and at the Probation Offices. The Social Services Department is currently developing a new employment services program to begin at the jail and continue upon release from custody to assist with the individual obtaining employment in the community.

Detainees participating in MRT are held accountable by other members of the group and have encouraged other inmates to request enrollment in the program. The jail currently provides specified education courses to the inmates through EDOVO via IPADS. Possible implementation of Career Choices and Changes

Identify software for education curriculum.

3) Establish a plan for transportation of participants	Establish MOU and/or contract for transportation of participants	Mono County Probation offers ESTA bus tokens to individuals who need assistance with travel. The Behavioral Health Coordinator assists with the purchase of transportation tickets, and also helps to coordinate transportation through MediCal, church volunteers, the sober community, family members and prosocial friends, when travel is needed for out of County Treatment.
4) Establish Transitional Housing for Participants in North, Middle, and Sourth County	society	Continued collaboration with Mono County Behavioral Health's transitional housing program. Mono County Probation is currently researching the purchase of a transitional home.
	Offers them a sober living facility with other sober living individuals who they can use as a support system.	The Mono County Probation Behavioral Health Coordinator continues to refer probationers to Behavioral Health for eligibity in their transitional housing program.  Weekly Reentry and Probation MDT goup meetings continue to help provide the
	More structure to those probationers who need it	structure required with the transition back into the community and ongoing supervision by the assigned Probation Officer in helping to meet the probationer's needs.
	Transitional housing is developed	Continued collaboration with Mono County Behavioral Health's transitional housing program. Mono County Probation is currently researching a purchase of a transitional home.  Transitional Housing residents are required to abide by all rules and
El Community Addition Devel	Educating the community, building infrastructure for gathering community input and representing the voices of the	requirements as outlined in Behavioral Health's transitional housing program's guidelines.
5) Community Advisory Board	community.	Pending development and action.

### Mono County Realignment 5 Year Plan

Advising the CCP Executive

Committee on best and
evidence-based practices as
well as the diverse community
views about criminal justice
reform and justice reinvestment. Pending development and action.
Fostering the efforts of public
and community-based agencies
to work collaboratively, build
trust while acknowleding
inherent imbalances in
authority.

Pending development and action.

Executive Committee will be in

charge of recruiting. Pending development and action.

## Mono County Realignment 5 Year Plan - 4th Annual Report

Objectives	Outcomes	Progress
6) To Provide a Case Management System (CMS) that Meets All Partner's Needs	<ul> <li>Variable identification to meet all needs</li> </ul>	The Data sub-committee has identified several variables. The Mono County Probation Data Analyst worked with the implementation of the new CMS to ensure we have the ability to track the variables, needs, and outcomes. The new CMS, Enterprise Supervision went live on 5-15-23, and moving forward we will be able to track the majority of the objectives and data points within the system.
	<ul> <li>Established Probation Data</li> <li>Planning Group members</li> </ul>	Group members have been established.
	<ul> <li>Review of each bid and capabilities</li> </ul>	Mono County Probation went live on 5-15-23, with the new CMS, Enterprise Supervision. The new CMS will be successful in providing the capabilities and data analysis required to meet the objectives.
	• Submitted Bid	Contracted with Tyler Technologies.
	<ul> <li>Acquire a case management system through procurement</li> </ul>	Our new CMS through TYLER Technologies went live on 5-15-23.

#### Data Committee

7) To Determine Services Needing Data Tracking

### Mono County Realignment 5 Year Plan - 4th Annual Report

identified and all groups and departments collaboratively agree.

• Ensure relevant variables are The Data Subcommittee has identified several data points, and Mono County Probation has created a Data Analyst Position, which has ensured that most of the variables and data points identified are able to be tracked in the new CMS. The variables Identified include: number of detainees in reentry by month, number of detainees released on pretrial supervision, number of assessments performed by type of assessment (mental health assessment, psychological, and substance abuse), number of Risk/Needs assessments completed, number of reentry services received while detained (Counseling, Education, Life Skills etc.), number of days in custody (rec'd from jail), number of transitional housing, day is transitional housing, number of probationers receiving or in need of short term housing assistance, number of probationers receiving sober living services, days in sober living, evidence based program tracking - number of programs, participants, and successful or unsuccessful completion, and placement efficacy variables as listed in objective #8.

 A list of placements as well as those under contract

The Behavioral Health Coordinator continues to update and develop a list of placements that address clients needs. Behavioral Health has contracts with two residential treatment programs. Probation refers clients to these programs for help with substance abuse, mental health, and dual diagnosis treatment. The Behavioral Health Coordinator also researches and locates other programs that best fit the client's needs. The new CMS allows for the entry and tracking of these placements. An Addiction Severity Index (ASI) is administered by the Mono County Behavioral Health Department, which helps identify the level of need for treatment. If needed a mental health assessment is also administered by our contracted agency North American Mental Health Services, to determine any dual diagnosis needs. The client is placed based on the variables for efficacy related to the level of need as identified in the assessments, length of treatment, sex (male, female, transgender), age, health, family dynamics (children/pregnant)primary language, cultural beliefs/practices, religion, and financial barriers.

The Behavioral Health Coordinator is currently in the process of creating this list. The placement type - Substance abuse, Mental Health, or dual diagnosis can be specified within the new CMS.

8) To Identify Variables for Placement Efficacy

> A list of placements by diagnosis

### Mono County Realignment 5 Year Plan - 4th Annual Report

	<ul> <li>A list identifying all variables in EBP services as well as those collaboratively identified</li> <li>Placement Team/Adult Multidisciplinary Team</li> </ul>	The EBP programs currently use are able to be tracked in the new CMS.  MDT - Team has been identified and has been meeting weekly. This is currently tracked through a sharepoint site.
	• To design a system to inform outcomes of placements	Mono County Probation's new CMS is able to track the outcomes of placements.
9) To Design a Qualitative and Quantitative Assessment of the Probationer's Experience	• Design a qualitative and quantitative survey of probationer's experience	Mono County Probation will be using the Dual Relationship Inventory - Short Form (DRI-SF) Measure - 9 item Satisfaction Survey. This survey was created and validated by UC Berkely. The survey looks at Caring, Fariness, Trust, and Toughness with measuring relationship quality for better client outcomes.
	• Design and implement training for administering surveys	Once finalized, a procedure to administer the tool will be provided and training will follow.
	Completed procedure	Pending development
	• Ensure data acquired is compatible with new CMS	The new CMS system can track activity related to the relationship quality, services provided, and use of Motivational Interviewing. This is done through activity entries when a probation officer meets with their clients, and also through case plans, which list goals and action steps. The case plans are updated as needed and reviewed every 6 months upon reassessment.
10) To Determine Reentry Population Profile	• Variables identified	The Data committee has identified important data points to be tracked within the new CMS.
	<ul> <li>Roles, responsibilities and actions are identified in MOU</li> <li>Variables are entered in</li> </ul>	Per the reentry/MDT group an MOU was not mandatory so long as the individual signed a release of information for the different agencies to communicate and discuss their case to provide the best services possible.
		The Reentry/Behavioral Health Coordinator is able to enter all of our reentry clients, services provided, and progress within our new CMS.

#### Mono County Realignment 5 Year Plan - 4th Annual Report

· A system is in place that allows for a profile to be developed for those involved with reentry

Reentry clients are entered into the new CMS. The needs and programs they are referred to are also entered under the individual's reentry case in the CMS.

#### 11) Establish a Data Committee

 Committee members Identified

· Procedure and Areas of responsibilities prepared collaboratively

· Memos of Understanding or other Agreements in place

Members Identified

The data analyst has created a Business Process Manual that outlines the steps for data input within the probation department and who is responsible for entering certain data.

The contract with the new CMS has been executed and the system went live on 5-15-23.

oversees data and usage

• A committee is identified that A data committee has been established, and Mono County Probation has created a Data Analyst position to oversee data within our new CMS.

# Community Corrections Partnership

FY 23-24



# Key Components Data Progress update on Objectives Review of FY 23-24

# 2011 Public Safety Realignment Assembly Bill 109

Key Components

Revised definition of a felony allowing non-violent, non-serious, and non-sex offenders to service their sentences in local county jails

Certain offenders released from State prison are no longer released on State parole but instead are released on "Post Release Community Supervision" (PRCS). These offenders are supervised by the Probation Department.

The law states that counties should focus on using alternative sanctions and evidence-based practices to reduce recidivism (PC 17.5) more effectively.

# 2011 Public Safety Realignment Assembly Bill 109 Key Components

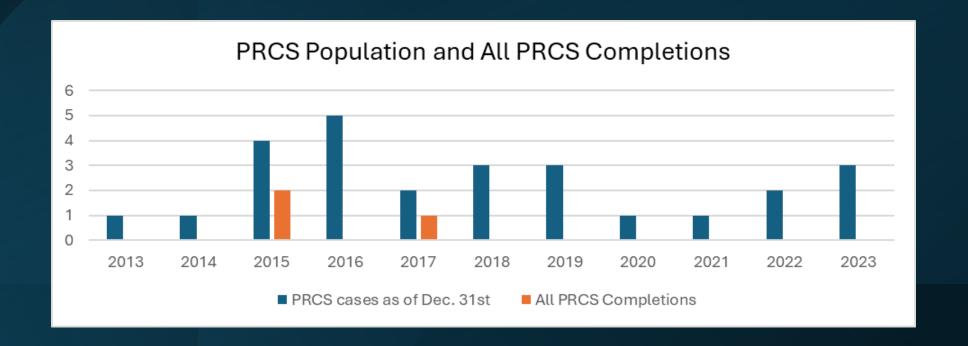
Mandatory Supervision established that a person serving a period of incarceration could split their jail sentence with some time in custody and the balance of their sentence out of custody supervised by probation.

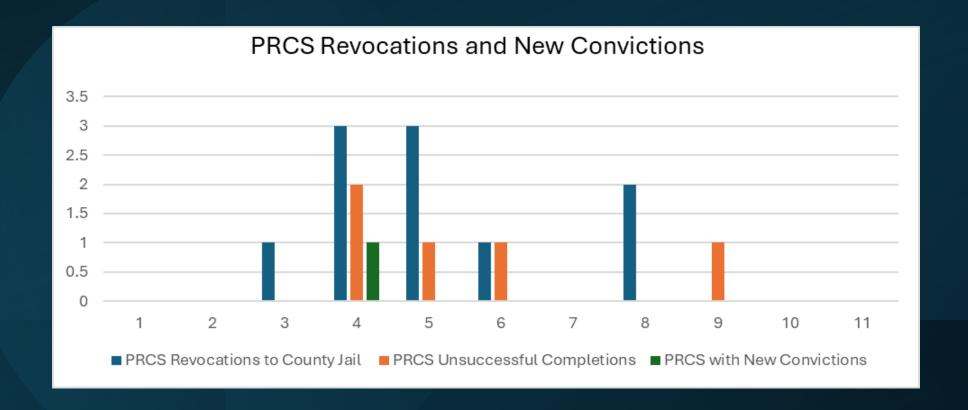
AB 109 also created the Executive Committee of the previously established Community Corrections Partnership (CCP). This committee is responsible for creating and presenting a plan to the County Board of Supervisors regarding allocation of funds and implementation of policies and procedures related to Realignment.

# Data

#### **REALIGNMENT DATA, PRCS 2013 to 2023**

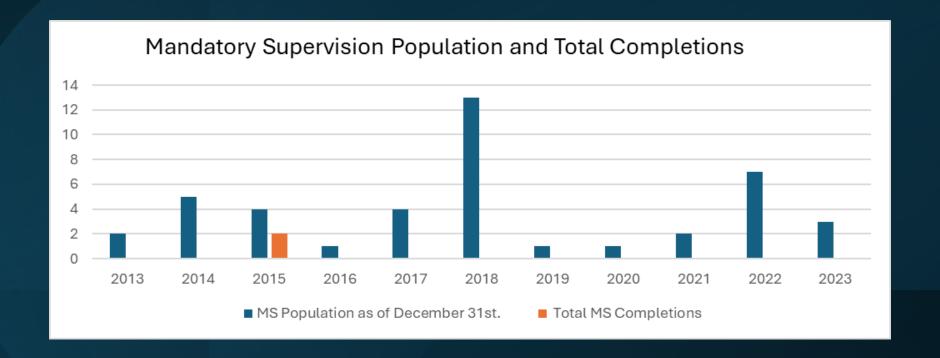
Year	PRCS cases as of Dec. 31ST	PRCS Revocations to County Jail	All PRCS Completions	PRCS Unsuccessful Completions	PRCS with New Convictions
2013	1	0	0	0	0
2014	1	0	О	0	o
2015	4	2	1	0	0
2016	5	0	3	2	1
2017	2	1	3	1	0
2018	3	О	1	1	O
2019	3	0	O	0	0
2020	1	0	2	О	o
2021	1	0	0	1	0
2022	2	0	o	0	o
2023	3	0	0	0	0

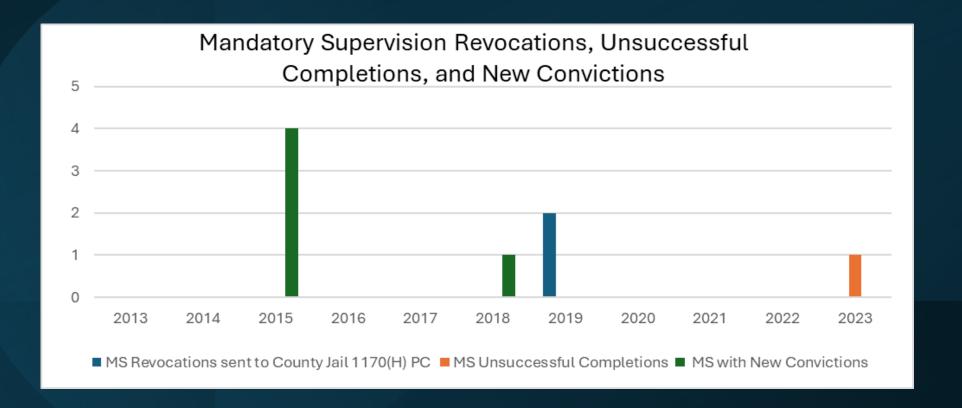




#### REALIGNMENT DATA, MS 2013 to 2023

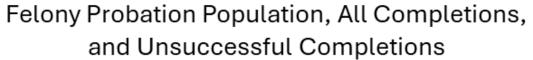
Year	MS Population as of Dec. 31 <sup>st</sup>	MS Revocations sent to County Jail 1170(H) PC	Total MS Completions	MS Unsuccessful Completions	MS with New Convictions
2013	2	0	0	0	0
2014	5	О	О	0	o
2015	4	0	2	0	4
2016	1	o	О	О	o
2017	4	o	О	0	О
2018	13	О	О	О	1
2019	1	2	О	0	О
2020	1	o	О	o	o
2021	2	0	0	0	o
2022	7	o	О	0	o
2023	3	o	0	1	o



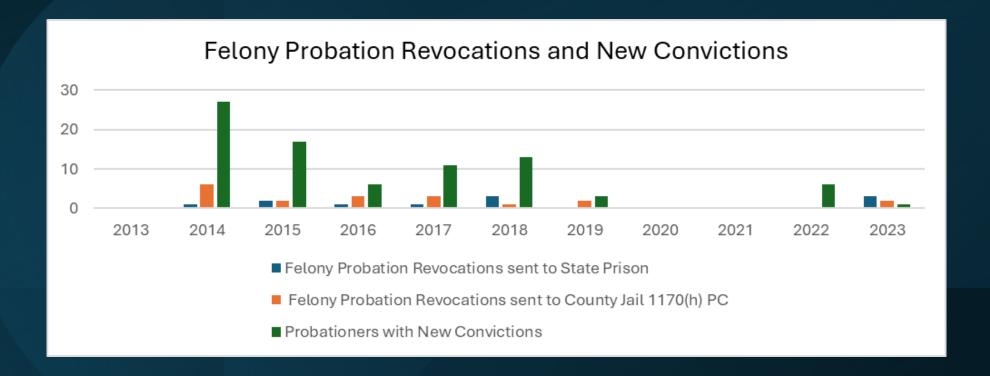


#### REALIGNMENT DATA, Probation 2013 to 2023

Year	Probation Population as of Dec. 31 <sup>s⊺</sup>	Felony Probation Revocations sent to State Prison	Felony Probation Revocations sent to County Jail 1170(h) PC	All Probation Completions	Unsuccessful Probation Completions	Probationers with New Convictions
2013	330	0	0	0	0	0
2014	275	1	6	70	8	27
2015	221	2	2	53	4	17
2016	195	1	3	41	4	6
2017	155	1	3	41	4	11
2018	87	3	1	27	4	13
2019	78	0	2	14	10	3
2020	66	o	0	21	1	o
2021	56	0	0	17	0	0
2022	77	0	0	5	11	6
2023	78	3	2	29	5	1







Pretrial - Pretrial supervision allows individuals charged with crimes to remain in the community under specific conditions rather than being detained in jail. (SB 129: FY21-22)

#### **Key Components:**

- Regular Check-Ins
- Electronic Monitoring
- Substance Abuse Testing
- Support Services

2019 - 10

2020 - 18

2021 - 23

2022 - 33

2023 - 50

# Goals and Objectives

### Reentry Services

Submit referrals to BH, check attendance to SUD classes or assessments

- ASAM 36
- SUD 8
- Parent Project 3
- Manzanita Housing 3
- Psychiatry 4
- Anger Management 2
- CBT 3
- Life skills 1
- Clubhouse Live 1
- Moral Reconation Therapy 1
- Relapse Prevention 2

Submit referrals to Social Services, for review for services (financial services, housing, Medi-cal, workforce team, food, general assistance, Calfresh, etc.

- Workforce Team 4
- Medi-Cal 5

Submit and track referrals to contracted behavior and mental health

- Therapy 19
- Mental Health Evaluations 13
- Psychological/Psychiatric Evaluations 7
- Interpreter Services 10

Residential Treatment Applications and Assistance – 15 Referral to private Local Therapists - 11

TOTAL INDIVIDUALS ASSISTED - 73

# Transition House



GL Account Number	GL Account Description	Recommended Budget
680-23-520-	Probation CCP 2011 Realignment	
14010	Growth Revenues	\$13,024.00
15453	St: 2011 Realignment-CCP SB1020 Base Revenues	\$1,068,076.00
	Total Revenues	
21100	Salary And Wages:	
21100	Sheriff's Office / PSO Position	\$119,539.00
	Probation Positions	
	Trobution Contions	\$322,695.00
22100	Employee Benefits:	
	Sheriff's Office / PSO Position	\$36,481.00
	Probation Positions	, ,
	Trobution Contions	\$56,085.00
	Employee Benefits - Health (Medical-Dental-	
22110	Vision):	
	Sheriff's Office / PSO Position	\$36,260.00
	Probation Positions	\$34,306.00
		\$70,566.00
22120	Employee Benefits - PERS (ER Portion):	
	Sheriff's Office / PSO Position	\$19,847.00
	Probation Positions	\$75,960.00
		\$95,807.00
31530	Inmate Medical/Dental & Lab Supplies	\$40,000.00
32500	Professional & Specialized Services:	
32300	Jail Re-entry Coordinator	\$43,200.00
	Mental Health Program - NAMHS	
	Substance Use Disorder Program	
	Electronic Monitoring	
	Translation Services	\$10,000.00
		\$293,200.00
33120	Special Department Expense - MLPD MDC Request	\$91,750.85
60100	Operating Transfers Out	
	Behavioral Health	\$25,000.00
	Jail Debt Service	, .,
		\$125,000.00
	Total Expenditures	\$1,095,103.85
	Total Estimated Carryover	



#### REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 1, 2024

**Departments: Elections** 

TIME REQUIRED 30 minutes

**SUBJECT** Election Education Series Part 2

PERSONS APPEARING BEFORE THE

Registrar

Queenie Barnard, Clerk-Recorder-

BEFORE 1 BOARD

#### **AGENDA DESCRIPTION:**

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

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

RECOMMENDED ACTION:  None, informational only. Provide any desired direction to staff.
FISCAL IMPACT: None.
CONTACT NAME: Queenie Barnard PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  ☐ YES ☑ NO
ATTACHMENTS:
Click to download  D Staff Report
<u>Presentation</u>

History

TimeWhoApproval9/18/2024 1:47 PMCounty CounselYes

 9/24/2024 12:36 PM
 Finance

 9/24/2024 3:41 PM
 County Administrative Office

Yes

Yes



#### CLERK – RECORDER – REGISTRAR CLERK OF THE BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517 • (760) 932-5530 ClerkRecorder@mono.ca.gov • Elections@mono.ca.gov • BOS@mono.ca.gov

October 1, 2024

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder-Registrar

Re: Election Education Series Part 2

#### Discussion:

In anticipation of the upcoming November 5, 2024 General Election, the Elections Office will be presenting a two-part Election Education Series to the Board of Supervisors and public in August and October 2024.

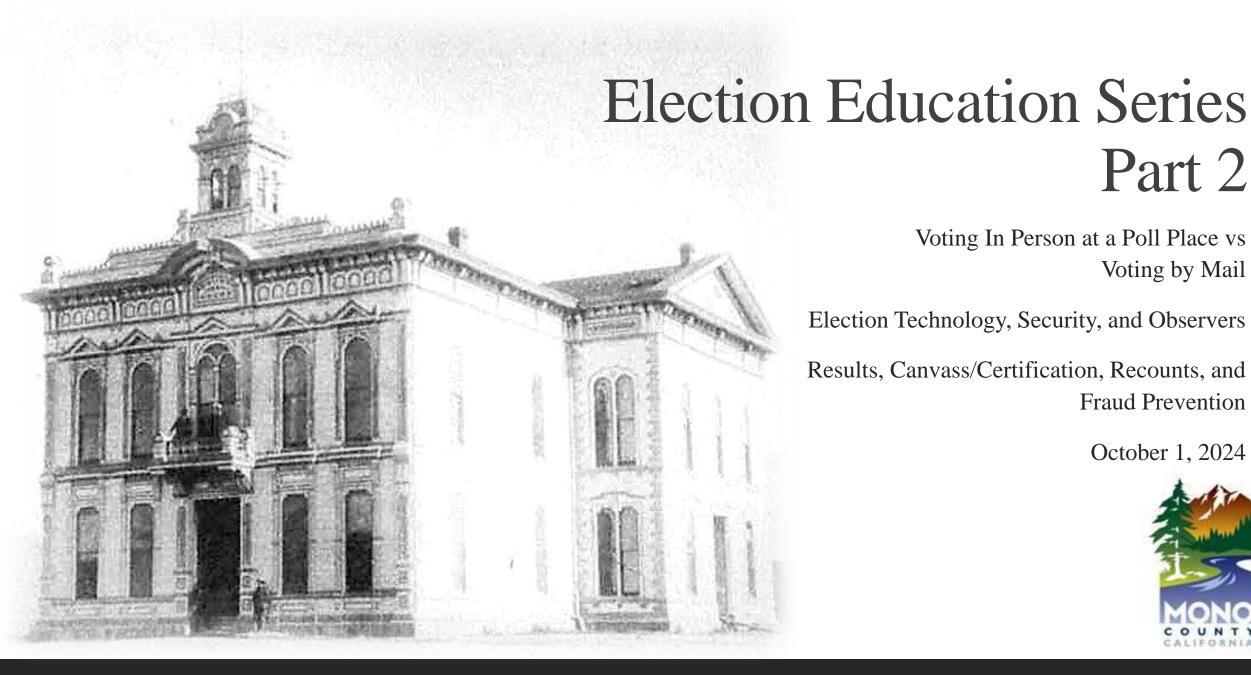
Election Education Series Part 1	August 20, 2024	Voter Registration and Primary Election Voting
Election Education Series Part 2	October 1, 2024	<ul> <li>Election Technology, Security, and Observers</li> <li>Voting In Person at a Poll Place vs Voting by Mail</li> <li>Results, Canvass/Certification, Recounts, and Fraud Prevention</li> </ul>

Please contact me if you have any questions. Thank you.

Queenie Barnard Clerk-Recorder-Registrar

760-932-5534

qbarnard@mono.ca.gov



Part 2

Voting In Person at a Poll Place vs Voting by Mail

Election Technology, Security, and Observers

Results, Canvass/Certification, Recounts, and Fraud Prevention

October 1, 2024



## **Election Education Series**

https://monocounty.ca.gov/elections/page/election-education-series

Election Education Series Part 1	August 20, 2024	Voter Registration and General Election Voting
Election Education Series Part 2	October 1, 2024	<ul> <li>Voting In Person at a Poll Place vs Voting by Mail</li> <li>Election Technology, Security, and Observers</li> <li>Results, Canvass/Certification, Recounts, and Fraud Prevention</li> </ul>



# November 5, 2024, General Election

October 7, 2024: Ballots are mailed to every registered voter

October 8, 2024: Ballot drop boxes are opened throughout the State of California

November 5, 2024: Election Day (Polls Open 7 AM - 8 PM)

November 22, 2024: Registrar of Voters to certify election results



# November 5, 2024, General Election

Polling Place Locations	Voting Precinct	
All Polling Places are oper	Election Day 7 am to 8 pm	
Walker Community Center	01 - Antelope	
442 Mule Deer Dr., Walker, CA 96107		
Bridgeport Memorial Hall	02 Pridement	
73 School St., Bridgeport, CA 93517	03 - Bridgeport	
Chalfant Community Center	04 - Tri-Valley	
123 Valley Rd., Chalfant Valley, CA 93514		
June Lake Community Center	05 - June Lake	
90 W. Granite Ave., June Lake, CA 93529		
Crowley Lake Community Center	07 - Long Valley	
58 Pearson Rd., Crowley Lake, CA 93546		
*** MOVED ***	08 - Mammoth Meadow 09 - Mammoth Minaret	
Mono County Civic Center	10 - Mammoth Pinecrest 12 - Mammoth View	
1290 Tavern Rd., Mammoth Lakes, CA 93546		
1200 Tavetti Na., ivianimoni Lakes, CA 93340	13 - Old Mammoth	

Ballot Drop Box Locations (open 10/8/2024)			
All Ballot Boxes are open 24 hours a day and are locked at 8 pm on Election Day			
442 Mule Deer Dr., Walker, CA 96107	73 School St., Bridgeport, CA 93517		
123 Valley Rd., Chalfant Valley, CA 93514	90 W. Granite Ave., June Lake, CA 93529		
58 Pearson Rd., Crowley Lake, CA 93546	1290 Tavern Rd., Mammoth Lakes, CA 93546		

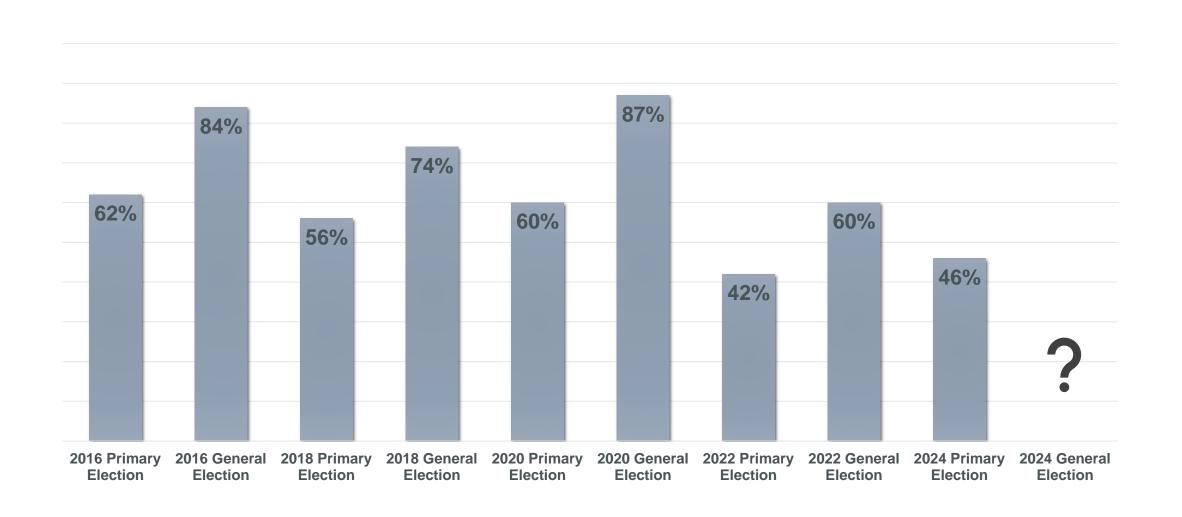
#### **Mono County Elections**

Ballots can be delivered to this office Mon - Fri 8 am - 5 pm, or Election Day 7 am - 8 pm

74 N. School St., Annex I, Bridgeport, CA 93517 760-932-5537 - elections@mono.ca.gov



# Voter Turnout in Mono County



# Vote-by-Mail Ballot Return Options



#### **Vote-by-Mail Ballot Return Options:**

- 1. By mail using your yellow Postage Prepaid Return Envelope.
- 2. In person at the Mono County Elections office.
- 3. Drop off in one of six ballot drop boxes located throughout the County, or any drop box in the State of California.
- Drop off at any polling place or vote center within the State of California.

**Vote Early!** Ballots must be postmarked by Election Day and received by our office no later than 7 days after Election Day.

## How Often are Ballots Picked Up from Drop Boxes?

Ballots are retrieved from six secure drop boxes located throughout Mono County in teams of two.

On Election Day, Poll workers collect ballots from drop boxes at 8:00 PM and lock the slot door.

#### Current Schedule (subject to change):

- Friday, October 11, 2024
- Thursday, October 17, 2024
- Wednesday, October 23, 2024
- Monday, October 28, 2024
- Wednesday, October 30, 2024
- Friday, November 1, 2024
- Monday, November 4, 2024
- Tuesday, November 5, 2024



# Vote-by-Mail Ballot Reminders

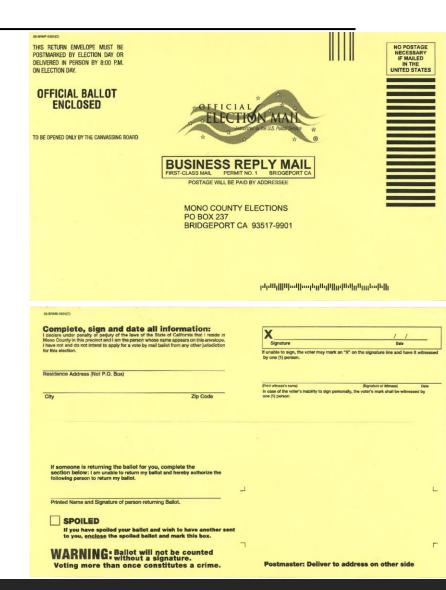
#### Before You Return Your Vote-by-Mail Ballot:

- 1. Your ballot must be in the yellow return envelope provided with your ballot.
- 2. Sign your return envelope and print your residential address. A signature is required in order for your ballot to be counted.

# Any Voter may request a Remote Accessible Vote by Mail Ballot (RAVBM).

The RAVBM Ballot is emailed to the voter to download, print, fill out by pen, and mail back to the Mono County Elections office to be counted.

Sign up to track your Vote-by-Mail Ballot on "Where's My Ballot": WheresMyBallot.sos.ca.gov



# What Happens When a Vote-by-Mail Ballot is Received?

Ballots received

Ballot check-in / Signature verification

Ballot Sorting / Storage







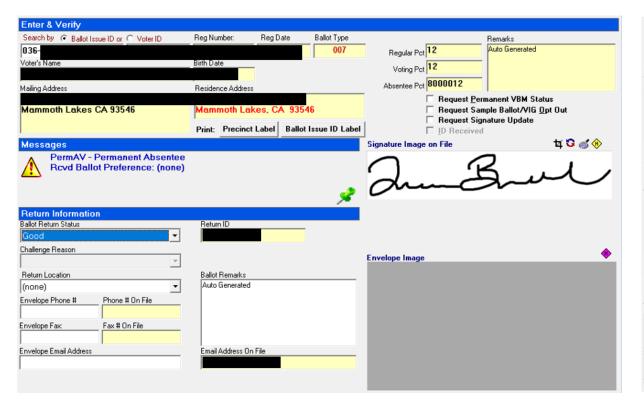


## What Happens When a Vote-by-Mail Ballot is Received?

Ballots received

Ballot check-in / Signature verification

Ballot Sorting / Storage



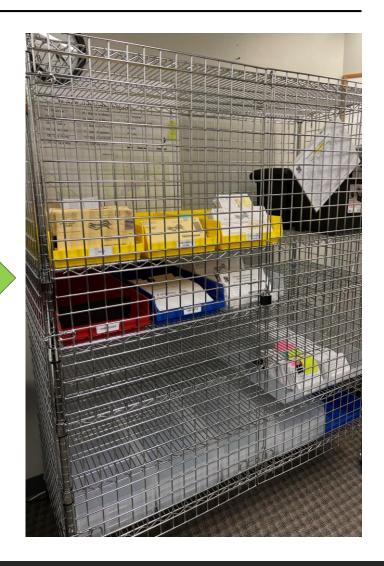


# What Happens When a Vote-by-Mail Ballot is Received?

Ballots received

Ballot check-in / Signature verification

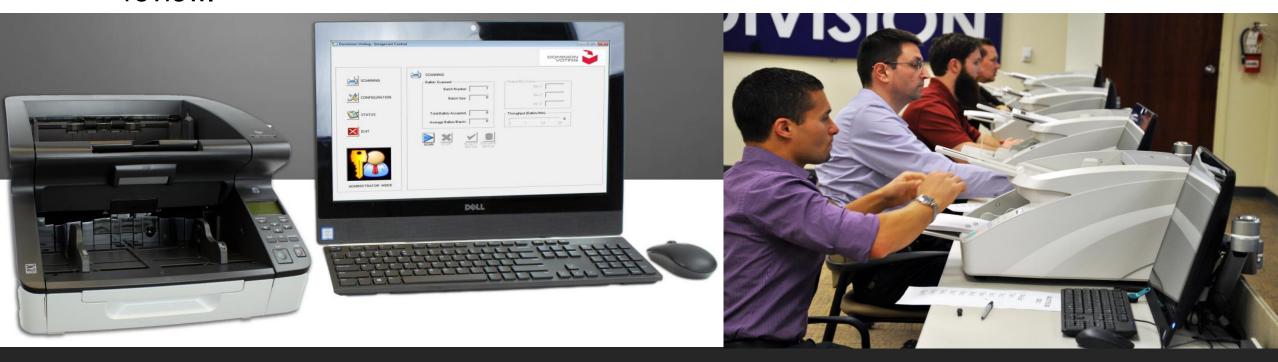
Ballot Sorting / Storage



# Vote-by-Mail Ballot Processing on Election Day

#### Central Count Ballot Scanner / Tabulator

- Ballots, scanned in batches, are processed based on jurisdictional requirements and preferences.
- Once scanned, ballots meeting certain conditions (e.g. write-in candidate, over vote, etc.) are automatically sent to the Adjudication application for digital ballot review.



# Voting in Person at a Poll Place

## **Voting in Person at a Poll Place:**

- Confirm your polling location: <a href="https://monocounty.ca.gov/elections/page/mono-county-voting-precincts-polling-places">https://monocounty.ca.gov/elections/page/mono-county-voting-precincts-polling-places</a>
- 2. Vote at your polling location between 7AM-8PM on Election Day.





# What Happens to a Ballot Cast at a Polling Place?



# After Polls have closed at 8:00 PM on Election Day:

- County IT / Elections Staff shut down voting machines.
- Ballots and CompactFlash memory cards are collected from each voting machine.
- Ballot Transport Teams of two transport Ballots and CompactFlash memory cards from each polling location to the Election Office in Bridgeport.

- Initial results will be available after 8:00 PM on Election Day and posted on the Election Results page.
- These semi-official results will include early Vote-by-Mail ballots received.
- Results will be updated as polling place ballots are delivered to our office throughout the evening.
- When all precincts are 100% reporting, then all polling places have returned to our office with their ballots. <u>This does not mean all ballots</u> <u>have been counted.</u>
- Results will continue to be updated daily as Vote-by-Mail ballots are received and processed.

#### SEMI-OFFICIAL RESULTS

#### Semi-Official Election Summary Report

(Updated November 7, 2023, 8:35 PM)

Next Update: November 8, 2023, 4:00 PM

#### SEMI-OFFICIAL RESULTS POSTED INCLUDE:

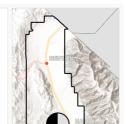
- All Vote-by-Mail ballots received by 8 p.m., November 7, 2023.
- All cured ballots with Signature Verification Statements received by 8 p.m., November 7, 2023.

#### PLEASE NOTE THE FOLLOWING:

- · Ballots postmarked on or before Election Day can be received and counted until November 14, 2023.
- Ballots with Mismatched Signature or Missing Signature can be "cured". Signature Verification Statements must be
  received by the Mono County Elections office no later than 5 p.m. two (2) days prior to certification of the election,
  November 20, 2023.
- The Registrar of Voters will certify election results on November 22, 2023. Results are not final until certified.

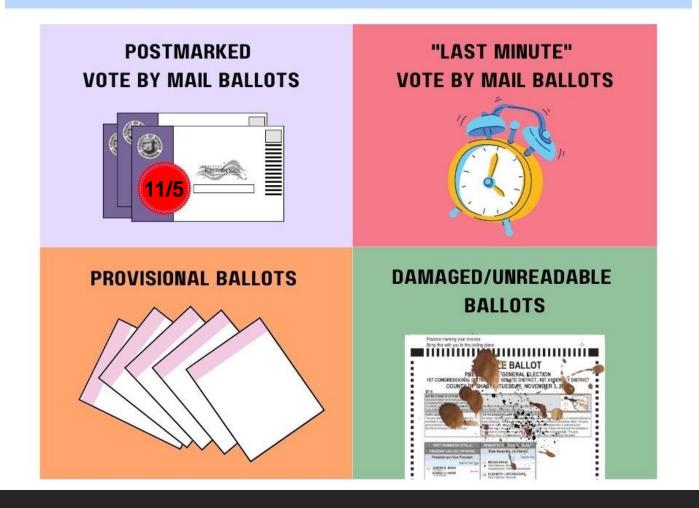
#### **ELECTION RESULTS MAP:**

Tri-Valley Groundwater Management District 2023 Final Election Results





### **BALLOTS COUNTED AFTER ELECTION DAY**

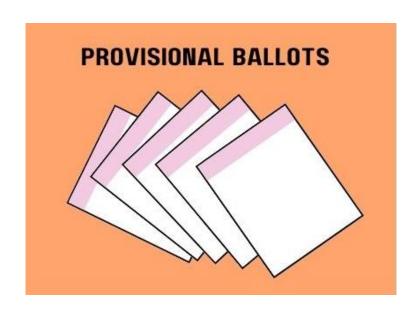




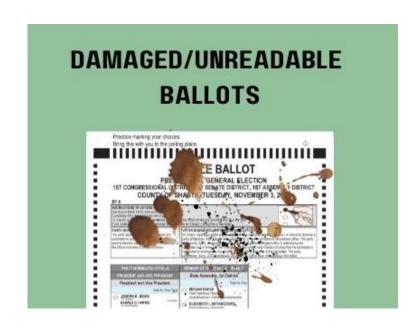
- By law we must count ballots received after Election Day if they are postmarked on or before Election Day and arrive by mail no later than 7 days after the election. The number of ballots that arrive by mail after Election Day is unpredictable and varies each election.
- Ballots postmarked on or before Election Day can be received and counted until November 12, 2024.
- Ballots received by other counties must be forwarded to Mono County no later than eight days after receipt and will be counted provided they were received by the other county on or before Election Day.



- Vote-by-Mail ballots received at the last minute are counted after Election Day. These include:
  - Vote-by-Mail ballots retrieved from drop boxes on November 4, 2024 and Election Day.
  - Vote-by-Mail ballots dropped off at polling locations on Election Day.



- Provisional ballots are processed after Election Day and will be counted after elections officials have confirmed the person's eligibility.
- Provisional ballots are cast by voters who arrived at a polling place, but their name was not on the voter list, or their information is incorrect.



- Ballots that are torn, damaged, or marked in a way that make tallying by machine impossible will require additional processing. This can include duplication and/or adjudication.
- UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) and RAVBM (Remote Accessible Vote-By-Mail) ballots also require duplication.

### **Challenged Ballots**

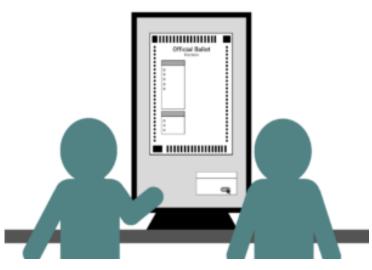
Your Ballot Envelope (General Election 2022)





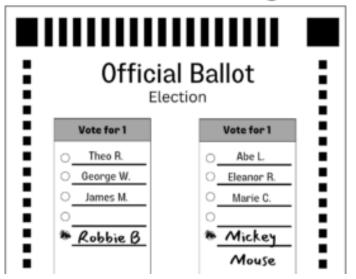
- A vote-by-mail ballot must be signed by the voter to whom it was printed for and then signature verified by human eyes before they are counted.
- If a ballot envelope is returned with no signature, it will immediately be challenged.
- If a ballot envelope is returned with a signature that does not match the voter's registration record, it will be challenged.
- Voters will be alerted via email (if an email is on file) within 24 hours of their ballot being challenged. Election staff will also mail out letters with instructions on how to "cure" (fix) the ballot.
- Signature Verification Statements must be received by the Mono County Elections office no later than 5 p.m. two (2) days prior to certification of the election, November 20, 2024.

### **Adjudication**



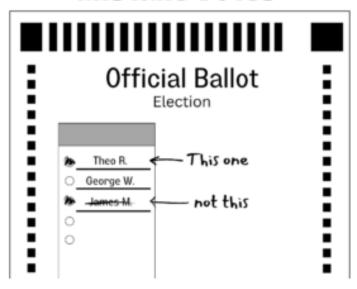
- Adjudication is the process of reviewing a ballot that has been flagged during scanning.
- There are many reasons why a ballot is flagged and must go into adjudication.
  - A voter may have written in a candidate (the machine cannot read handwriting).
  - Too many candidates/choices were selected.
  - There are ambiguous marks on the ballot that the scanner cannot read.
- This process must be done in teams of two. Using what they can see on the ballot, the team will confirm the voter's intention before submitting the ballot for tabulation.
- Adjudication is time consuming, requires multiple staff members and can slow down the speed of tabulation if there are large quantities of ballots in need of review.

### Write In Voting



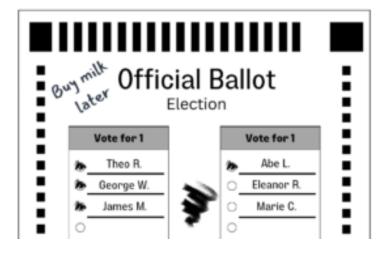
- This voter wrote in two candidates not printed on the ballot. Only certified write in candidates (those who have filed paperwork with the elections office to become a write in candidate) will be counted.
- Fictional characters, random names and non-certified candidates for a contest will not be counted.
- In this case, Mickey Mouse must be rejected as a vote because he is not a real candidate. If Robbie B. is a certified write in candidate, that vote will be counted.

### Mistake Votes



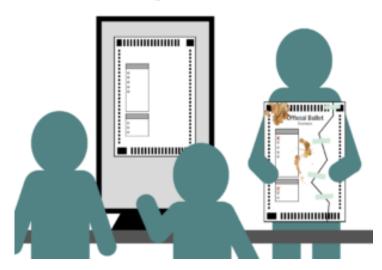
 This voter made a mistake, fixed it themselves and then made notes for the Election Office. A team can clearly see the voter's intention and will reject James M. as a selection.

## Overvoting & Ambiguous Marks



- This voter overvoted in one contest, wrote a random note at the corner and scribbled something unreadable at the center of the ballot.
- The overvoted contest cannot be counted and the team reviewing the ballot will do nothing because it is impossible to confirm the voter's intention.
- The ambiguous scribble is clearly not a vote and the "Buy milk later" has nothing to do with the ballot. Those marks will be ignored and do not affect the contests.
- The vote for Abe L. will be counted.

### **Duplication**



- Duplication is the process of remaking a ballot that has been damaged and cannot be read by a scanner.
- A ballot is considered damaged if:
  - It is torn, cut or ripped
  - It is covered by a substance that makes it impossible to scan (gum, stickers, coffee, etc.)
  - It is marked by a red pen (or other colors besides black and blue)
- UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) ballots printed by the voter and submitted by fax or mail must be duplicated.
- RAVBM (Remote Accessible Vote-By-Mail) ballots printed by the voter and submitted by mail must be duplicated.

## Canvass



- The canvass is a culmination of all the data generated during an election cycle.
- More importantly, it is a process that allows election officials to confirm the accuracy of election data and identify areas for improvement.
- By law, California county elections officials have 30 days, also known as the canvass period, to count every valid ballot and conduct a required post-election audit.

## Canvass



- During the official canvass of every election in which a voting system is used, the official conducting the election shall conduct a public 1% manual tally of the ballots tabulated by those devices, including vote by mail ballots.
- If 1% of the precincts is less than one whole precinct, the tally shall be conducted in one precinct chosen at random by the elections official.
- In addition to the 1% count, election officials shall, for each race not included in the initial group of precincts, count one additional precinct. The manual tally in that additional precinct shall apply only to the race not previously counted.

## Certification



- Election certification refers to the process of election officials attesting that the tabulation and canvassing of the election are complete and accurate and that the election results are a true and accurate accounting of all votes cast in a particular election.
- County elections officials must finalize their official results to the Secretary of State by 30 days after the election. The Secretary of State will then certify the results 38 days after the election.
- The Registrar of Voters will certify election results on November 22, 2024. <u>Results are not final until</u> certified.

## Recounts



- In local contests, it is common for a handful of votes to determine the outcome of the election.
- A recount is the actual retabulation of voted ballots to confirm the certified election results.
- Any registered California voter can request a recount.
- The request for a recount must be filed within five calendar days after the completion of the official canvass.
- The Registrar starts the recount no later than seven calendar days following the receipt of the request.
- The party requesting the recount pays the actual costs to conduct the recount.

## Fraud Prevention



- Ballot reconciliation is a routine part of the official vote counting canvass that happens after the election.
- Every signature on a vote-by-mail ballot envelope is compared against the signature on the voter's registration form. If it does not match the ballot, it is not counted.
- "First in wins." If a voter was issued more than one ballot, whichever ballot is received by our office first is the one that is counted.
- All voting systems are tested and certified by the Secretary of State. Counties are required to perform logic and accuracy testing on voting systems prior to each election.
- Report any suspected illegal voting to the Secretary of State's Election Fraud Investigation Unit at (916) 657-2166 and to Mono County Elections immediately.

# **Election Security**

It is a felony for any person to possess a firearm at a voting location or in the immediate vicinity of a voting location. Similarly, it is illegal for any uniformed peace officer, private guard, or security personnel or any person who is wearing a uniform of a peace officer, guard, or security personnel from being stationed at or in the immediate vicinity of a voting location. (Elec. Code, § 18544.)

We contact our local law enforcement agencies to inform them of polling and drop box locations in the event there is a situation where law enforcement is needed.

# **Election Security**

Mono County IT and Elections take cybersecurity very seriously. We follow industry best practices for securing election systems.

- Software and patch management
- Log management
- Network segmentation
- Credential management
- Organization-wide IT guidance and policies
- Security Incident Response Plan

## **Election Observers**

Elections are a public process, and transparency is an important part of ensuring voters have confidence in the accuracy and integrity of the election results.

Below are some of the aspects of elections activities that are open for the public to observe. Please note some dates are subject to change.

- Touch Screen Ballot Marking Device Preparation and Testing (Oct 7-11)
- Central Count Ballot Scanner/Tabulator Preparation and Testing (Oct 7-11)
- Returned Vote by Mail Ballot Processing (Oct 7-Nov 20)
- Polling Place Locations (Election Day)
- Election Night Ballot Receipt and Counting (Election Day)
- Official Canvass (Nov 6-22)



## California Trusted Information

Mono County and the Secretary of State's Office is committed to ensuring that elections are free, fair, safe, secure, accurate, and accessible. Misinformation and disinformation continues to confuse voters and sow distrust in the electoral process. The Secretary of State's Rumor Control page is designed to provide clear and accurate information in response to some of the most widespread rumors about elections.

www.sos.ca.gov/elections/election-cybersecurity/trusted-information



## California Trusted Information

Reality: You can vote for as many or as few contests as you choose.

Rumor: If I leave something blank on my ballot, my ballot will not be counted.

**Facts:** A blank contest on a ballot is known as an undervote. An undervote occurs when a voter intentionally or unintentionally does not vote in a specific contest. Properly marked votes on the ballot will then be counted. Democracy happens one contest at a time and every vote matters.

In addition, you can sign-up at <u>WheresMyBallot.sos.ca.gov</u> to receive automatic email, SMS (text), or voice call notifications about your ballot's status.

#### Sources:

- . Do you have to vote for everything on your ballot, Ballotpedia
- <u>Uniform Vote Counting Standards</u>, California Secretary of State
- <u>Undervote</u>, Ballotpedia
- Rumor Control, CISA



## California Trusted Information

Reality: Voting rights are restored after a jail sentence is served.

Rumor: Californians with a felony background are prohibited from voting in the state's election.

**Facts:** A person with a criminal history can register to vote if the following applies: if they are on parole, probation, mandatory supervision, under post-release community supervision, federal supervised release, or in a local detention facility. A person with a criminal history cannot vote if they are <u>currently serving</u> a state or federal prison term for the conviction of a felony. Once the prisoner is released, their right to vote is automatically restored and they should visit <u>RegisterToVote.ca.gov</u> or fill out a paper registration form to register to vote.

#### Sources:

- Voting Rights: Persons with a Criminal History, California Secretary of State
- California Penal Code section 2910, California Elections Code
- Restore Your Vote, California Secretary of State



# Frequently Asked Questions (FAQs)

### Visit <a href="https://monocounty.ca.gov/elections/page/frequently-asked-questions-faqs">https://monocounty.ca.gov/elections/page/frequently-asked-questions-faqs</a>

Q1: When are ballots mailed out?	<b>Al:</b> October 7, 2024.			
Q2: When are the drop boxes opened and how often are ballots picked up?	<ul> <li>A2: October 8, 2024. Ballots shall be retrieved from drop boxes in teams of two at times determined by the elections official, but shall be subject to the following:</li> <li>Ballots shall be retrieved from drop boxes at least every 96 hours, excluding Saturdays and Sundays, between the 29th day before the election and the 10th day before an election.</li> <li>Ballots shall be retrieved from drop boxes every 48 hours, excluding Saturdays and Sundays, hours after the 10th day prior to an election through the closing of the polls on Election Day.</li> <li>Current Schedule (subject to change):</li> <li>Friday, October 11, 2024</li> <li>Wednesday, October 23, 2024</li> <li>Monday, October 30, 2024</li> <li>Friday, November 1, 2024</li> <li>Monday, November 4, 2024</li> <li>Tuesday, November 5, 2024</li> </ul>			
Q3: Where are drop boxes located in Mono County?	A3: Look up drop box locations in Mono County HERE.  Note: Ballots can be dropped off in any drop box in the State of California by 8:00 PM on Election Day.			
Q4: I never received my ballot / I lost my ballot. Can you issue me a new one?	A4: Yes! You can call our office or email us to request a replacement ballot. You can also complete and return a <a href="Replacement Vote-by-Mail Ballot Application">Replacement Vote-by-Mail Ballot Application</a> to our office in person, by mail, email, or fax.			
Q5: When is the last day you can mail me a new ballot?	<b>A5:</b> The last day we can mail you a new ballot is October 29. After that date, you will need to come to our office in Bridgeport or go to your polling place on Election Day to be issued a new ballot.			
Q6: Can you email me a ballot?	<b>A6:</b> Yes! We can email you a ballot up until Election Day. A <u>Remote Accessible Vote-By-Mail (RAVBM) Ballot</u> is emailed to you to download, mark selections, print, fill out and sign, and mail back to our office to be counted.			
Q7: Can I track my ballot?	<b>A7:</b> Yes! The California Secretary of State is now offering <b>Where's My Ballot?</b> — a way for voters to track and receive notifications on the status of their vote-by-mail ballot.			



## Misinformation / Disinformation Resources

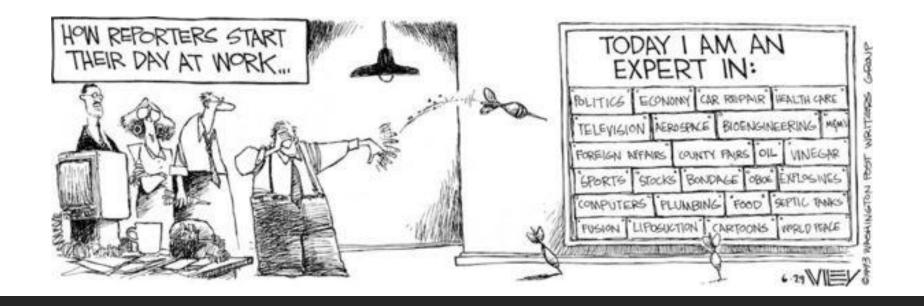
 Cornell University Library - Misinformation, Disinformation, and Propaganda:

https://guides.library.cornell.edu/evaluate\_news

- Understanding Bias: <a href="https://newslit.org/tips-tools/understanding-bias/">https://newslit.org/tips-tools/understanding-bias/</a>
- How to speak up without starting a showdown:
   <a href="https://newslit.org/tips-tools/how-to-speak-up-without-starting-a-showdown/">https://newslit.org/tips-tools/how-to-speak-up-without-starting-a-showdown/</a>

Reliable Fact-Checking Sites:

FactCheck.org
PolitiFact
Snopes.com
Washington Post Fact Checker



# Keep Up to Date on Elections!



Visit monocounty.ca.gov/elections for more information.

- Frequently Asked Questions
- Candidates
- Measures
- Where to Vote
- Ways to Vote
- Election Results
- Subscribe to Election Updates



# Questions?

Phone: (760) 932-5537

Email: <u>elections@mono.ca.gov</u>

Website: <a href="https://monocounty.ca.gov/elections">https://monocounty.ca.gov/elections</a>

Office: 74 N. School Street, Bridgeport, CA 93517

Mailing Address: PO Box 237, Bridgeport, CA 93517





### REGULAR AGENDA REQUEST

Print

MEETING DATE October 1, 2024

**Departments: County Administrative Office** 

TIME REQUIRED 15 minutes

SUBJECT Yosemite National Park Visitor

Access Management Plan

APPEARING BEFORE THE BOARD

**PERSONS** 

Sandra Moberly, County Administrative Officer

#### **AGENDA DESCRIPTION:**

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

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

#### **RECOMMENDED ACTION:**

Review the letter and provide edits if needed. This letter was submitted on September 30, but a revised letter can be accepted if necessary.

FISCAL IMPACT: None.
CONTACT NAME: Sandra Moberly  PHONE/EMAIL: 760-932-5415 / smoberly@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  YES NO
ATTACHMENTS:

#### History

Click to download

No Attachments Available

TimeWhoApproval9/24/2024 9:46 PMCounty CounselYes

 9/24/2024 1:37 PM
 Finance
 Yes

 9/25/2024 9:15 AM
 County Administrative Office
 Yes



### REGULAR AGENDA REQUEST

Print

MEETING DATE October 1, 2024

**Departments: County Administrative Officer** 

TIME REQUIRED 30 minutes

**SUBJECT** Housing Management Plan for the

**Bridgeport Apartments** 

PERSONS APPEARING BEFORE THE

**BOARD** 

Opportunities Manager and Mary Snyder, Special Projects Mono County

Tyrone Grandstrand, Housing

Administration

#### **AGENDA DESCRIPTION:**

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

Presentation by Tyrone Grandstrand and Mary Snyder regarding the Housing Management Plan for the Bridgeport Apartments.

#### **RECOMMENDED ACTION:**

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

FISCAL IMPACT: None.
CONTACT NAME: Mary Snyder  PHONE/EMAIL: / msnyder@Mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:  ☐ YES ☑ NO

#### ATTACHMENTS:

Click to download				
□ Bridgeport Management Plan				
□ <u>Staff Report</u>				

History

 Time
 Who
 Approval

 9/24/2024 9:51 PM
 County Counsel
 Yes

 9/25/2024 3:57 PM
 Finance
 Yes

#### MANAGEMENT PLAN

This Mana	gement Plar	ı is made	e this	_day of <sub>_</sub>	, 2024
-----------	-------------	-----------	--------	----------------------	--------

**LEGAL NAME OF PROPERTY: Bridgeport Junction Apartments** 

CITY/STATE: \_Bridgeport, California

NUMBER OF BUILDINGS: \_3, NUMBER OF UNITS: \_5\_

RESTRICTIONS: <u>2 units for County Employees, 3 units for General Public</u> LEGAL NAME OF PROPERTY MANAGER: <u>Mono County or Designee</u>

#### **DEFINITIONS**

As used in the management plan:

- a. The "Owner" legal entity in control of the property, named herein, reserves the right to formulate all systems, policies, procedures, and regulations which are to be imposed.
- b. "Owner Agent" key contact person with complete and absolute authority of Owner.
- c. "Manager" property management entity named herein. Responsible for the day-to-day operation of the property and implementation of the Owner's policies, procedures and regulations. Including but not limited to supervision of the employees, property manager, caretaker, and any additional employees that the property may require.
- d. "Management Agent" key contact person with complete and absolute authority of Manager and staff responsible for operation of property named herein.

#### RESTRICTIONS

Two (2) units are reserved for County staff, with the remaining three (3) units being available first to the General Public. Should no one from the General Public be interested in renting a unit when vacant, that unit will be offered to County staff. When there are more than two units occupied by County staff, any unit that becomes vacant shall be made available first to the General Public.

Rent for County employees shall not exceed 30% of their base salary or 95% of Fair Market Rent for Mono County, minus the payment standard utility rates for any utilities paid by the employee, whichever is less.

Income limits for the general public will be 120% AMI for the household size, rent shall not exceed 30% of the 120% AMI income for a 3-person household or 95% of the Fair Market Rent for Mono County, minus the payment standard utility rates for any utilities paid by the renter, whichever is less.

#### **OWNER AND MANAGER RESPONSIBILITES**

- 1. The Manager will report to the Owner on a periodic basis concerning all aspects of the operation.
- 2. The Manager must consult the Owner before deviating from set policies which are to be imposed, or for any expenditures which are beyond the normal budget for proper operation of the property.
- 3. The Owner and Manager will work together to implement existing government requirements to ensure Equal Opportunity regarding the hiring of all employees. Residents will be given the opportunity to be employed in such capacities as they are judged capable.

- 4. Staffing needs to ensure adequate property management including communication with renters, rent collection, as well as general maintenance and upkeep.
- 5. The property manager will be responsible for the performance of their employees. The Manager will decide if their work is satisfactory or if they are not capable of proper performance and should be replaced in order to meet the needs of the property owner.

### MARKETING, OCCUPANCY, AND MEETING AFFIRMATIVE FAIR HOUSING MARKETING PLAN REOUIREMENTS:

- 1. Manager's advertising program is consistent with the Affirmative Fair Housing Marketing Plan. All the advertising includes the Equal Housing Opportunity statement or logo, the international accessibility logo, and the TDD phone number. The agencies listed on the Affirmative Fair Housing Marketing Plan that address the low-income or minority persons who traditionally would not be expected to apply for such housing without special outreach efforts are contacted by correspondence regarding the property and its amenities. The Affirmative Fair Housing Market Plan will be posted on the property's on-site bulletin board.
- 2. Periodic advertising is done to establish and maintain a waiting list for the project in order to achieve and maintain the highest level of occupancy obtainable. Advertising shall be done continually on the County Social Media and internet platforms, and at least once every 3 months, or when a vacancy occurs, in local newspapers. In addition, if the vacancy occurs and there is less than 2 units filled by County staff, a minimum of three emails shall be sent to all County staff.
- 3. When a notice is received of an apartment being vacated and there is no one presently on the waiting list that is interested in that vacant apartment, advertisements are placed in the local newspaper, social media and at local social service agencies.
- 4. County employees will be given preference for two (2) units, with the other three (3) units being available to the general public. A recruitment specific to County employees will be conducted using the County email system, when such vacancy occurs. County employees will have 10 calendar days to respond, then a lottery will be conducted to select the resident.
- 5. As vacancies occur, a lottery will be used to select the next occupant after advertising the opening for at least 10 days. Advertisements shall be placed in the Sheet; the Mammoth Times; on social media sites managed by the County and Manager as well as other sites targeted to the Bridgeport Community; Bridgeport business email list (including schools, state and federal agency offices, and Bridgeport Chamber) and local bulletin boards (post office, grocery stores, county offices, library, etc).
- 6. Selection by Lottery: If there are currently at least two units occupied by County employees, then the lottery should only include non-County employees. If the first three non-County applicants decline the unit, then the County employees will be included in the lottery. These County employees will be soliciting in accordance with #5 above. The waiting list will be updated periodically to determine continued interest in occupancy.
- 7. Interpreters will be contacted to assist with any resident who needs assistance in communication due to hearing or sight impairments. The Manager will entertain suggestions from applicants, residents, and members of the public on how to meet their special needs in this regard. The property will use telecommunication device for the deaf (TDD) or an equally effective system, provide readers and publish materials in large print as needed.
- 8. Upon request the Manager can readily provide reasonable accommodations for those residents that have a need. These adaptations include but are not limited to: grab bars and assignment of parking space.
  - A. The Manager will accept requests from residents/applicants for reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford the disabled person equal opportunity to use and enjoy a dwelling unit, including

- public and common areas.
- B. The Manager will make these reasonable housing adjustments and alterations at an Owner's own expense as long as the accommodation does not result in the fundamental alternation in the nature of the property or program or result in undue financial and administrative burdens. If the modification would result in undue financial or administrative burden, the Manager may suggest that the individual may wish to make the modification at his or her own expense.
- 9. Prospective residents will be given a tour of the property to familiarize them with the property. An apartment inspection report will be used to record apartment conditions prior to a new resident's occupancy and again at move out. Copies of the apartment inspection report will be given to the resident and also be placed in the resident's file. At the time of the lease signing, the provisions of the lease will be carefully explained to the resident. The Manager will also review the Resident Handbook and the proper procedure for cleaning and maintaining the equipment and facilities of the units. Printed property information will be given to the resident in regard to the above-mentioned items.

#### **ELIGIBILITY AND TENANT INCOME CERTIFICATIONS:**

- 1. Applications and any other records relevant are kept in individual files. These records are maintained for the compliance period if applicable, and for as long as the owner requires, whichever is longer. The most recent four years are in the current files and other prior years records are placed in storage, physical or electronic. The Manager will be responsible for keeping all pertaining records.
- 2. The Manager has developed a high level of knowledge, skills, and abilities in regard to application processing, eligibility, selection, unit assignment, certification, recertification, rent or occupancy charge and occupancy surcharge collection and recordkeeping. Manager staff is current with regulations related to above mentioned practice and administration.

#### **LEASING AND OCCUPANCY POLICY:**

- 1. The Rules of Occupancy will be provided to each resident as an addendum to their lease and will be posted on the property site bulletin board.
- 2. Initial resident selection is the most important facet of the management function. The Manager will be aware of the importance of the screening process and will work closely with prospective residents in determining their eligibility and desirability for the property. This most important undertaking will be handled by a staff that understand people. They will be sensitive to the needs of the people involved yet be cognizant of the economics of the property; being realistic, practical and using good sound business judgment while maintaining an objective stance.
- 3. Management Agent has high level of knowledge, skill, and ability in addressing lease provisions, lease prohibitions, occupancy standards, and admission policies.
- 4. The original lease and occupancy paperwork will be printed in English and Spanish. If a person does apply who cannot read or speak English or Spanish, an interpreter will be made available.

#### RENT AND OCCUPANCY CHARGE COLLECTION POLICES AND PROCEDURES:

- 1. Rents will be payable on or before the fifth (5<sup>th</sup>) day of every month. If this time is not convenient for some residents, other times can be pre-arranged, such as bi-weekly payment schedules. Prepayments will be accepted and encouraged wherever possible. Special arrangements will be made for residents whose regular pay schedule does not correspond to the normal collection period.
- 2. On the sixth (6<sup>th</sup>) day of the month, all residents who have not paid their rent will be assessed a \$50 late charge, and sent a 3-day notice by mail.
- 3. Rents will be either deposited in a rent collection box at the site (accessible 24/7) or mailed in pre-

- addressed envelopes to the Manager. Rent collection is the responsibility of the Manager.
- 4. Rent payments will be collected by the Manager and an accurate record kept of the payments. All rents and other receipts shall be deposited in the project's operating account in a bank whose deposits are insured by the F.D.I.C. Manager has a computer software system which includes an accounts receivable system of recording all rents received.
- 5. A security deposit equivalent to one month's rent is required. All funds collected as security deposits shall be kept in a security account in a bank whose deposits are insured by the F.D.I.C. Manager has a computer software system which includes an accounts receivable system of recording all security deposits received for the property. Security deposit collection is the responsibility of the Manager. Return of resident security deposits is handled in accordance with State Law.

### PROPERTY MAINTENANCE - KEEPING CLEAN, SAFE & SANITARY CONDITIONS:

- 1. The property caretaker will be responsible for routine maintenance and responsive maintenance to the extent where a professional is required. Maintenance and service repair contracts will be made by the Manager for services on a scheduled basis for the property facilities to provide preventative maintenance. The Manager shall be responsible for the monitoring and implementation of the preventative maintenance plans. If funds are not available to conduct inspection, manager will notify Owner. Heating and hot water heating equipment will be serviced on an annual basis. The Manager will also be responsible for making requests for long term maintenance. A yearly inspection of the total property will be made for the purposes of the annual maintenance report.
- 2. The property's as-built plans and specifications will be located at the Manager's office. When property modifications are made, it will be the responsibility of the Manager to update the plans.
  - A. An inventory will be made of all appliances and mechanical equipment. All appliances will be checked for proper operation before initial occupancy. This will be the responsibility of the Manager.
  - B. Smoke detectors and Carbon Monoxide detectors will be provided in each apartment as well as in common areas as required by state and city code. Fire extinguishers shall be provided and serviced as required by state and city code. Fire extinguishers are serviced on an annual basis by a vendor who specializes in this service. Ice removal will be addressed by the caretaker as soon as possible after ice occurs. Safety checks on outside lighting will be performed periodically.
  - C. Prior to a move-out, an inspection will be made by the Manager of the rental apartment. All necessary repairs, decorating and clean-up work will be noted on the Unit Inspection Report. It is the responsibility of the current resident to shampoo the carpet prior to move-out and provide a receipt as proof of having done so. It is also the responsibility of the resident to wash down all walls, scrub the bathroom clean, clean the kitchen stove and refrigerator and scrub the floors. Prior to move-in, the apartment will be checked to verify completion of the necessary work. The unit will be painted by the Manager if it is deemed necessary.
  - D. Exterior painting is anticipated to be scheduled for every 10-12 years (if applicable). Interior unit and common area painting is anticipated to be every 3–5 years. Carpet replacement is anticipated to be scheduled every 10-12 years. Exterior and interior painting and carpet replacement are completed by private vendors and competitive bids are requested.
  - E. Major repairs shall be coordinated with the Mono County Public Works Department to ensure compliance with Mono County Code and the Universal Public Procurement Certification Council, and other applicable local, state and/or federal laws. The property will receive local pick-up of garbage on a regular schedule and residents will be advised of the schedule. Each resident shall use the dumpsters provided. Wherever possible, the Manager will participate and encourage the participation of residents in the local recycle programs provided it is not cost prohibitive or excessively burdensome on property.

- F. Property sidewalks will be kept clear of snow and ice in the winter and swept as needed during the rest of the year. Sidewalk snow removal, when necessary, will be handled by the property caretaker. Heavy snow removal will be done on a contract basis. The property's insurance will hold harmless any representative of Manager.
- 3. Residents will be informed in the pre-occupancy conference of the need to report any maintenance problems within their units directly to the Manager who will record the complaint on the appropriate form. The Manager will coordinate repairs with Mono County Public Works.
- 4. All maintenance purchase orders will be handled by the Manager. Invoices will be paid within two to three weeks depending on the timing of the receipt of the invoice.
- 5. A long-term asset management plan will be developed for the property and asset inventory will be reviewed on an annual basis during budget preparation. Items of repair or replacement will be categorized for payment with operating or reserve funds. For any major repair or replacement item that would be subject to use of reserve funds, three bids would be solicited. The Manager would designate the vendor and bid that Manager feels is acceptable.

## **ACCOUNTING, RECORDKEEPING, AND REPORTING REQUIREMENTS:**

- Resident and operating accounts are to be prepared and maintained by the Manager. The Manager's
  property management software tracks and keeps records of accounts payable, accounts receivable,
  resident records and financial statements. Bank accounts established for this property will be the
  general operating account, real estate tax and insurance escrow account, reserve account, and security
  deposit account.
- 2. The Manager's bookkeeping chart of accounts and bank accounts are set up to industry standard accounting practices.
- 3. The Manager will be responsible for the preparation and submission of the quarterly and annual reports required by the Owner.
- 4. Project audits will be conducted by an independent Certified Public Accountant who is not associated with the property. This will be certified on the engagement report.
- 5. A separate file will be maintained for each resident. All relevant information pertaining to this resident will be included in the file. This information will be retained for a period of not less than four years while the resident is living in the unit and for Six years after the resident has vacated the unit. The Manager will be responsible for maintaining these records.
- 6. Records subject to State Agency review regarding resident files and occupancy will be kept at the properties on site office

### **ENERGY CONSERVATION MEASURES:**

- 1. The resident directly controls the conservation of energy in the following areas: timing of the use of hot water; regulation of thermostats; window infiltration, i.e. application of insulated shades or other window treatment; lighting needs in the individual units; and heat-loss caused by opening windows for ventilation. These conservation practices will affect the use of electricity and natural gas.
  - A. To stimulate energy conservation, the Manager will provide a continuing program of education in energy use for the residents. This will be through group sessions and/or periodic flyers.
  - B. Residents will be oriented to energy conservation measures upon moving into the property by means of an orientation session outlining ways they can reduce energy and thus reduce overall operating costs.

1. The Manager is required to take continuing education classes and fair housing classes at a minimum on a bi-annual basis to keep up with the industry.

## TERMINATION OF LEASES OR OCCUPANCY AGREEMENTS AND EVICTIONS:

- 1. The Manager is responsible for knowing and administering State, local laws and any other State or Federal requirements regarding termination of leases or occupancy agreements and evictions.
- 2. The Manager is responsible for knowing and administering State, local laws and any other State or Federal requirements regarding the notification that must be given to a resident or member when termination of lease or occupancy agreement is proposed and subsequent eviction procedures through the State or local judicial process.

### **INSURANCE**

- 1. The Manager is responsible for knowing and complying with the Owner's or lender's requirement for fidelity coverage and acquiring such coverage.
- 2. The Manager is responsible for knowing and complying with the Owner's or lender's insurance coverage requirements and acquiring such coverage.

# MANAGEMENT AGREEMENT AND COMPENSATION

- 1. The Manager is responsible for a complete and signed Management Agreement.
- 2. Management fee will be listed in the current approved budget with the Owner and Management Agent.

# **VALIDITY OF THE MANAGEMENT PLAN:**

The Management Plan will be revised at any time a major change occurs such as the owner, Federal, State, or Local agencies requiring a modification to the plan, changes occurring in project operations, or if the property is transferred from one borrower to another.

IN WITNESS WHEREOF, the Principal Parties (by their duly authorized officers) have executed this Management Plan on the date first above written.

[Signature Page follows]

OWNER:
By: Its: General Partner
By: Its:
By:_
Name: Title:
MANAGER:
By:
Name: Title:

# MONO

# 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

BEHAVIORAL HEALTH Robin Roberts

COMMUNITY DEVELOPMENT Wendy Sugimura

COUNTY CLERK-RECORDER
Oueenie Barnard

COUNTY COUNSEL Chris Beck

ECONOMIC DEVELOPMENT Liz Grans "Interim"

EMERGENCY MEDICAL

SERVICES Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez PROBATION Karin Humiston

PUBLIC WORKS Paul Roten To: Mono County Board of Supervisors

From: Tyrone Grandstrand, Housing Opportunities Manager

Date: October 1, 2024

Re: Management Plan for Bridgeport Junction Apartments

# Strategic Plan Focus Area(s) Met

A Thriving Economy	Safe and Healthy Communities ☐ Mandated Function
Sustainable Public Lar	ds Workforce & Operational Excellence

### **Discussion**

On October 15, 2024, Mono County is scheduled to complete the purchase of a property in Bridgeport that includes four apartments and a manager's unit, previously known as the Bridgeport Junction Apartments. The four apartments have been used as short-term rentals for several years, so this will provide additional long-term housing for the Bridgeport community. The manager's unit will become available as a rental unit sometime within the next two years.

Attached for Board approval is the Management Plan for these apartments. The plan includes the following provisions:

- Two apartments will be reserved for County employees. Rent shall not exceed 30% of the employee's base salary or 95% of the Fair Market Rent<sup>1</sup> (FMR) for the unit, whichever is less.
  - Ex. Employee paid \$50,000 annually, maximum rent \$1,250 minus a utility allowance for any utilities directly paid
  - Maximum based on FMR: \$1,418 minus a utility allowance for any utilities directly paid by tenant
- Three units will be made available to the general public who qualify at the 120% AMI level or below. Rent shall be 30% of AMI for a family of three or 95% of Fair Market Rent for the unit, whichever is less.
  - o Maximum based on FMR: \$1,418 minus a utility allowance for any utilities directly paid by tenant
  - o Currently 120% AMI is much higher than FMR

<sup>&</sup>lt;sup>1</sup> Fair Market Rent will be reduced by the standard utility rate for any utilities paid by the tenant.

- Vacant units shall be advertised for a minimum of 10 days, using the Mammoth Times, the Sheet, County email blast (for County units), signs on local bulletin boards, social media, and contact with local employers (schools, forest service, Bridgeport Chamber).
- Selection shall be made by lottery. If at least two units are currently occupied by County employees, the lottery shall not include any County employees. If the first three non-County applicants decline the unit, County employees shall be added to the lottery.
- All documents shall be made available in English and Spanish.
- Rent is due and payable on the 5<sup>th</sup> of the month. A late charge of \$50 will be assessed on the 6<sup>th</sup>, and the property manager shall issue a 3-day notice, as required by law.
- A security deposit equivalent to one month's rent shall be collected.
- Pets will be allowed, and renters will be subject to a pet deposit.

The management plan also outlines maintenance schedules for the units, in order to ensure proper upkeep of the property.

# **Next Steps**

If the Board approves this management plan, staff will complete the following:

- Create a list of interested employees and non-employees.
- Finalize all documents noted in the management plan (Resident Handbook, Rules of Occupancy, etc.).
- Upon close of escrow, staff will inspect the property to determine what, if any, repairs are needed. Staff will complete these repairs prior to renting to tenants. This may include minor maintenance like new carpet and paint.
- Staff will work to complete the property maintenance and lease up process as soon as possible to ensure that the property is occupied before January 1.



# REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 1, 2024

**Departments: Public Works** 

TIME REQUIRED 5 minutes PERSONS Paul Roten, Public Works Director

SUBJECT Mono County Jail Update APPEARING BEFORE THE

**BOARD** 

# **AGENDA DESCRIPTION:**

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

Update regarding the progress in constructing the 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

TimeWhoApproval9/18/2024 1:45 PMCounty CounselYes

9/24/2024 1:38 PM Finance Yes

9/24/2024 3:42 PM County Administrative Office Yes

# Mono County Jail Update

October1,2024

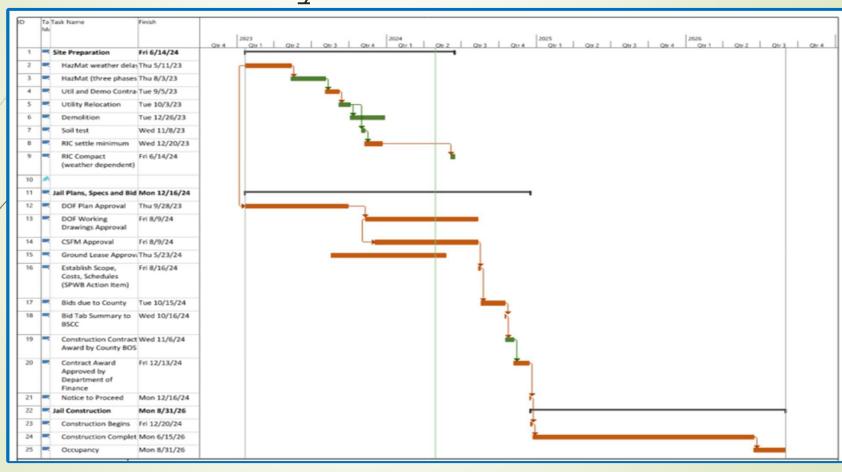




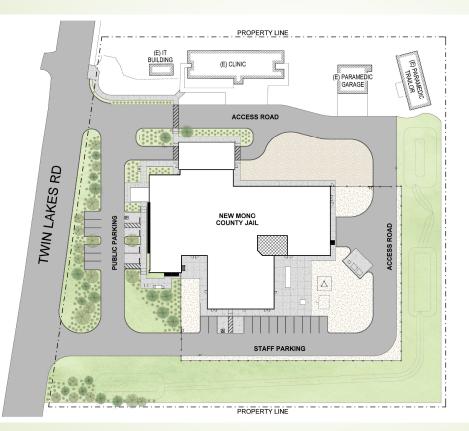
# Mono County JailUpdate

- ProjectSchedule
- Site Preparation
  - ➡ HazardousMateralRemoval
  - Utility re bcations
  - Hospitaldem olition
  - Utility com pany coord in a tion (pole rem oval)
  - Soil Migation (moved into main contract)
- Presentwork tasks
- Nextsteps

# Mono County JailSchedule



# Design update - no changes



Facility Site Plan

Design update LEGEND

CENTRAL CONTROL
CIRCULATION
HOUSING
INTAKE
LAUNDRY/KITCHEN MAINTENANCE/SERVICE
MEDICAL
PROGRAM SERVICES
PUBLIC/VISIT/ADMIN FborPhn

# Design update



# Design update



# Site Preparation - O bl M one HospitalSite

- Asbestos removalis complete
  - Through an operation that took three phases, the hazardousm ateria bat the hosp talwere removed
  - The monitoring efforts have now shown that the site materials are safe for normaldiposal processes
- Utility Rebeation and Demolition
  - Provide utilities for new Jail
  - Prepare site for the compaction process
  - Rem ove overhead power lines and poles that are in way of new construction
- SoilRem ediation (moved to main contract)
  - Preparation of Bid Documents
  - Bid / Award and Execute Construction of RE process

# Process

# State Agencies Involved in Process:

- Board of State and Com m unity Corrections (BSCC)
- State Departm entofG eneralServices (DG S RealEstate Services Branch)
- Departm entofFinance (DOF) and State Public WorksBoard (SPWB)
- Office of the State Fire Marshal

# State Departm entofG eneralServices - RealEstate Services Branch

- Departm entofG eneralServices Lease
  Agreem entunderreview with the DGS and
  BSCC aswellasCountyCounsel
- Board action to approve above resolution once approved.

# Departm entofFinance (DOF)

- Match fund assurances resolution under review with County Counsel, Department of Finance and BSC C
- Board item to acceptabove resolution

# Bid Award Process

- Finalize Bid Package
- Working with County Counseland BSCC on Award Board Resolution language
- Board action requesting Authorization to bid
- Bid Process
- Board action accepting the above Resolution for Authorization to Award with Signatory authority
- BSC C and DOFAuthorization to AWARD (typically 90 days)
- Issuance of Notice to Proceed
- Construction begins...





# REGULAR AGENDA REQUEST

Print

MEETING DATE October 1, 2024

**Departments: County Administrative Office** 

TIME REQUIRED 10 minutes

**SUBJECT** 2024 - 25 Mono County Board of

Update

Supervisors Governance Handbook

PERSONS 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)

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

### **RECOMMENDED ACTION:**

Staff recommends that the Board review the updated Governance Handbook and adopt the Handbook as provided or with changes as needed

FISCAL IMPACT: None.
CONTACT NAME: Sandra Moberly PHONE/EMAIL: 760-932-5415 / smoberly@mono.ca.gov
SEND COPIES TO:
MINUTE ORDER REQUESTED:

## ATTACHMENTS:

☐ YES 
☐ NO

Cli	ick to download
D	<u>Staff Report</u>
D	Governance Session Memo
ם	2024-25 Governance Handbook

History

Time Who Approval

9/23/2024 11:43 AM	County Counsel	Yes
9/24/2024 12:39 PM	Finance	Yes
9/24/2024 2:05 PM	County Administrative Office	Yes



# COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO

Sandra Moberly, MPA, AICP

### **ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

Christine Bouchard

To: Board of Supervisors

CHAIR John Peters / District

John Peters / District 4

VICE CHAIR Lynda Salcido / District 5

Jennifer Kreitz / District 1 Rhonda Duggan / District 2 Bob Gardner / District 3

Date: October 1, 2024

Re: 2024-25 Governance Handbook

### **COUNTY DEPARTMENTS**

ASSESSOR

Hon. Barry Beck DISTRICT ATTORNEY Hon. David Anderson SHERIFF / CORONER Hon. Ingrid Braun BEHAVIORAL HEALTH Robin Roberts COMMUNITY DEVELOPMENT Wendy Sugimura COUNTY CLERK-RECORDER Queenie Barnard COUNTY COUNSEL Chris Beck ECONOMIC DEVELOPMENT Liz Grans "Interim" **EMERGENCY MEDICAL SERVICES** Bryan Bullock

FINANCE Janet Dutcher, DPA, MPA, CGFM, CPA HEALTH AND HUMAN SERVICES Kathryn Peterson INFORMATION TECHNOLOGY

PROBATION Karin Humiston PUBLIC WORKS Paul Roten

Mike Martinez

# Strategic Plan Focus Area(s) Met

From: Sandra Moberly, CAO

A Thriving Economy [	Safe and Healthy Communities	☐ Mandated Function
Sustainable Public Land	s Workforce & Operational E	xcellence

### **Discussion**

On June 11-12, 2024 the Mono County Board of Supervisors, County Administrative Officer, County Counsel, and Department Heads participated in a two-day workshop focusing on the characteristics of high performing Boards and to discuss governance practices and review, develop and reconfirm their governance principles, norms, and operating protocols. Babs Kavanaugh, and Davis Campbell, Governance Consultants, facilitated these sessions.

The governance workshop objectives were to create a shared understanding of high-performance governance and to establish consensus on updates to the Mono County Governance Handbook. This agenda item would adopt and continue the Handbook for the 2024-25 Board term.

Attachment: Revised Governance Handbook

# **bk** Consult

# Babs Kavanaugh

Organizational Development & Planning

# bkconsult@comcast.net

DATE:	June 27, 2024
TO:	Mono County Board of Supervisors: John Peters, Lynda Salcido, Bob Gardner, Jennifer Kreitz, Rhonda Duggan Mono County Administrative Officer: Sandra Moberly Mono County Counsel: Christopher Beck
FROM:	Babs Kavanaugh, Governance Consultant (707) 696-3977 (mobile) bkconsult@comcast.net

# Mono County—Governance Workshop

# GOVERNANCE WORKSHOP OVERVIEW

On June 11 and 12, 2024 the Mono County Board of Supervisors, County Administrative Officer and County Counsel participated in a two-day workshop on effective governance. The workshop provided an opportunity for the Supervisors and executive staff to discuss what it takes to be a high performing governance team and to reflect on their own governance infrastructure and processes. Babs Kavanaugh, and Davis Campbell, Governance Consultants, facilitated these sessions.

The governance workshop objectives were to create a shared understanding of high-performance governance and to confirm consensus on the Mono County Governance Structure. This memo provides a summary of the discussions during the governance sessions. Accompanying this memo are updates to the Mono County Governance Handbook.

# REFLECTIONS

Each member provided answers to the questions below. The responses highlight the strengths and recommendations to improve the effectiveness of the governance team.

# Question 1. What do you think are the combined strengths of the present Board of Supervisors/Governance Team?

- Our dedication and engagement. We are five people who show up and do the work.
- Our commitment to governance, ongoing learning and continuous improvement.
- Effective communication. Our weekly meetings with our County Administrative Officer.

# Question 1. What do you think are the combined strengths of the present Board of Supervisors/Governance Team?

- The depth of connections to our Districts. We are engaged with our constituents. We are accessible and we listen openly.
- We have complimentary skill sets. Our perspectives, professional backgrounds and diversity of experience. We invest the time into our areas of interest and expertise.
- Overall compassion for our community members and our County. There is a strong sense of respect for staff and a desire to keep morale amongst staff high.
- We care about the fiscal health of the County. We recognize the strength and impact of the budget process.
- Our commitment to housing.

# Question 2. What is an improvement you would suggest for strengthening the governance effectiveness of the Board of Supervisors/Governance Team?

- A regular review of the Mono County Strategic Plan and ensuring that activities outside of the regular Board commitments are in line with those priorities.
- Reexamine the timing on delivery of Board Meeting Packet include 'Upcoming Attractions' in the packet.
- Build trust among Supervisors, e.g., provide opportunities for the board to gather together
- Be responsible to one another, we are here to help and not to judge
- Assume best intentions, be aware of the impact of our actions on one another and staff
- Enhance collaboration we are in this together
- Get more regular updates from County department heads
- More workshops on policy (study sessions)
- Remember to celebrate successes.

### **NEXT STEPS**

- Highlight the Mono County Board of Supervisors commitment to Good Governance
  - Increase the visibility of the Mono County Governance Principles Post the Governance Principles in the Board room.
- Refresh the Mono County Strategic Plan. Develop a consistent process for monitoring the proposed outcomes in the strategic plan
- Prepare the annual Board meeting calendar each December with the following additions
  - o Schedule Governance Discussion meetings bi-annually and as needed
  - o Increase Department Updates
  - o Increase the number of workshops/study sessions on policy
  - o Schedule opportunities for supervisors to meet informally
- Strengthen the orientation process for newly elected supervisors. Ask seated supervisors what they wished they knew. Ensure that new supervisors meet with the department heads and visit each of the Districts.

# **GOVERNANCE SESSIONS WRAP UP**

The Governance Team reflected on the governance sessions, providing feedback below.

### What was effective

- The relationship with our County Administrative Officer (CAO). Our CAO's openness and honesty.
- The BOS completed the Mono County Governance Self-Assessment in advance of the sessions and devoted time to review and discuss the results.
- The time to be together and engage in thoughtful discussions, talking about concerns and shared interests. These two days underscored that we see the importance of these open and focused conversations.
- Attendance of many Mono County Department Heads on the first day of the two day workshop.
- The flexibility of our facilitators. Including Department Heads in the discussions.

## What to improve in future governance sessions

- To increase attendance by Department Heads in future workshops focused on governance.
- To continue to foster these frank discussions and include Department Heads when possible.
- To have more time to review and confirm the Mono County governance principles and norms.
- To ask the CAO, CoCo and Department Heads to participate in future effective governance assessment processes.



# Mono County Board of Supervisors Governance Handbook 2024-25

# **Members of the Board of Supervisors 2024**

District I – Jennifer Kreitz District II – Rhonda Duggan District III – Bob Gardner District IV – John Peters District V – Lynda Salcido

The Mono County Board of Supervisors Governance Handbook was developed in 2022 and updated in October 2024. This Handbook outlines practices that build and sustain positive Board relationships. It is a living document that is regularly reviewed, and as needed, revised by the Board.

The Handbook is intended to assist Supervisors in carrying out their roles, as well as to provide useful information to prospective supervisors and other interested citizens.

Updated October 1, 2024

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# **Effective Governance in Mono County**

Mono County is governed by the elected Board of Supervisors. Governance is a fundamental function of all public agencies. Governance is the act of transforming the needs and desires of the community into policies that direct the County. The people of Mono County place their faith and trust that the Board will carry out its governance responsibilities meeting the highest standards of quality, effectiveness, and transparency. Whether in Board Chambers, out in the community, or at home, Board members are always stewards of the County.

### **Effective Boards**

High performing Boards have four essential characteristics that are the building blocks of effective governance:

# 1. Governing with a shared Moral Imperative leading to a Unity of Purpose

A moral imperative is system wide, strategic and represents a deep commitment of the Supervisors and the County Administrative Officer. It is a unifying force that leads to a Unity of Purpose, strategic goals and success indictors.

## 2. Governing within the role as a Board

Effective boards value and respect their essential roles, reach mutual agreement on the roles of the Board and the County Administrative Officer and strive to operate within them.

# 3. Creating a positive governance culture

Culture is the tone created by the way people in an organization treat each other. Teams have unwritten (implicit) or written (explicit) agreements about how they will behave. These behavioral ground rules (norms) enable teams to build and maintain a positive culture or shift a negative one.

# 4. Structuring the work for effective governance

Effective boards discuss and agree on the formal structure and processes used by the Board, the CAO, and County Department Heads in their functioning as a team; how they operate and do business.

# **Unity of Purpose**

Unity of Purpose is the common focus, mission, values, and goals Supervisors share about the organization and the residents they serve. A unity of purpose is a clear and unambiguous sense of purpose, a moral imperative, that becomes the inspiration behind all board efforts and the lens through which those efforts are viewed. A unity of purpose helps members transcend their differences to fulfill a greater purpose. A unified board is collaborative, cohesive, committed, and consistent.

In all relationships, dealings and transactions, Board member's act with integrity, openness, respect and honesty. Through these values the board strives to earn and convey trust. The board retains public trust through efficient and cost-effective stewardship of resources.

# **Roles & Responsibilities**

One of the most important characteristics of an effective Board is its understanding and agreement on Board roles and responsibilities. Generally, governance is about setting policy by defining the "what" of the organization, and administration is focused on the "how" policy gets implemented. If the discussion is focused on long-term outcomes, it tends to be strategic; if it is about short-term objectives or incremental steps, it tends to be administrative. Since the line between policy and administration can vary from topic to topic or issue to issue, it is essential that the CAO and the Board have a clear, mutually agreed upon understanding of how their roles and responsibilities will be defined.



Stewardship and Support

# The primary responsibilities of the Mono County Board of Supervisors

Set the strategic direction for the County	<ul> <li>Ensure the long-term moral purpose and vision is established for the County.</li> <li>Identify strategic priorities and goals.</li> <li>Charge staff with tactical decisions to support strategic direction</li> </ul>
Establish the governance structure for the County	<ul> <li>Hire the CAO and County Counsel and set policy for the hiring of other personnel.</li> <li>Establish budget priorities and adopt the County Budget.</li> <li>Adopt ordinances and policies.</li> <li>Effectively utilize various committees, and commissions.</li> </ul>
Provide support to the County	After establishing the structure, the Board – through its plans and actions – has a responsibility to support the CAO and department heads as they carry out the direction of the Board.  This involves.  Provide clear and consistent direction.  Support and advocate for programs and policies adopted by the Board.  Provide policy direction that supports programs and aligns resources.  Support staff carrying out the BOS direction.  Hold the Board accountable for high quality governance and adherence to Board protocols and policies.
Ensure accountability	<ul> <li>Hold the CAO accountable for achieving the goals set by the Board of Supervisors.</li> <li>Monitor and assess the effectiveness of policies and programs approved by the Board.</li> <li>Monitor the fiscal health of the County.</li> </ul>
Demonstrate community leadership	<ul> <li>Engage and involve county residents and other interested parties in appropriate and meaningful ways in setting the priorities, goals, objectives, and major programs of the county.</li> <li>Communicate clear information about county policies, the fiscal condition and progress on goals.</li> <li>Listen intuitively to and be informed by the needs and concerns of residents.</li> <li>Be visible and accessible.</li> </ul>

# **Governance Mindset**

In order to carry out these responsibilities board members understand the need to govern with a shared governance mindset and a central moral purpose.

# **Board Governance Mindset**

System Thinking	Governance is a systems job.	Individual board members understand that they are elected to govern the entire County and that counties are extremely complex systems. A systems thinker has transitioned from single issue, narrowed thinking to a fundamental understanding of how all pieces in the organization connect.
Strategic Focus	Governance is a strategic job.	Effective board members always maintain a strategic focus in their work. They understand that individual board members do not have the authority to intervene into the administration of the County. They understand that they are on the Board to govern the County.  Board members approach all their responsibilities with a clear focus on serving all people of County and achieving the strategic outcomes they have set.
Preparation	Effective Board Members are always prepared.	Members of the board are committed to doing the deep learning necessary to make decisions based upon high quality information, evidence, and data.
Manner	Effective Board Members model civic behavior.	Effective board members understand that how they govern is often more important than what they say or do. Working toward a common goal with other independently elected board members in a collaborative setting requires patience, understanding, respect and most importantly, common courtesy. They are always respectful of other members' opinions.

# **Unity of Purpose for Mono County**

Our Mission	To support all our communities by delivering superior services while		
Our Mission	protecting our unique rural environment		
Own Vision	Outstanding Community Services		
Our Vision	- Quality of Life Beyond Compare		
Our Values	- Customer service - Integrity		
	- Excellence - Results oriented		

# **Governance Principles**

In recognition of this critical role the Board has adopted the following Governance Principles:

Governance	The Board of Supervisors will:
C4	<ul> <li>Govern as a team, strategically focused and mission driven in a dignified and professional manner treating everyone with civility and respect.</li> <li>Be accountable to each other for the highest standards of board performance and effectiveness.</li> <li>Understand and demonstrate that authority rests with the board as a whole.</li> </ul>
Stewardship and Sustainability	The Board of Supervisors will be stewards of the community's trust and resources by aligning goals, resources, and results and adhering to fiscally sound and sustainable practices.
Decision Making	The Board of Supervisors is committed to high quality, informed and evidence based decision making, governing Mono County with a systems perspective, not favoring one part of the County over another.
Clarity And Coherence	The Board of Supervisors will ensure that an effective organizational structure is in place that is based upon a clear understanding of the county strategic plan, strategic goals, and roles and responsibilities of all participants.
Collaboration and Engagement	The Board of Supervisors will govern in an environment of trust and active collaboration with the Mono County community, the CAO, staff and one another.
Accessibility And Transparency	The Board commits to transparency and accessibility to the Mono County community in all its activities with a commitment to high ethical standards in all its work.

Accountability	The Board of Supervisors will establish standards of accountability in all
	county operations and commit to ongoing, continuous improvement.

Guided by these Governance Principles, the Board will embrace effective governance standards and strategies that encompass the basic characteristics and behaviors which enable governance team members to effectively create a climate for excellence. Working as a team, the board members and the CAO leverage the efforts of the professional staff by:

- Setting direction for the organization reflective of the community's priorities.
- Creating a supportive framework for action in the County.
- Holding the County accountable through mutually agreed upon mechanisms.
- Providing support to staff through behaviors and actions; and
- Demonstrating community leadership on behalf of residents.

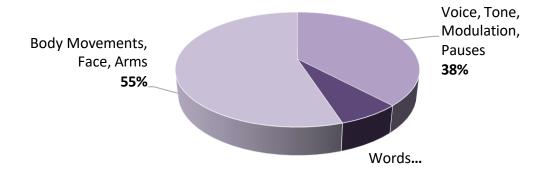
# **Norms for a Positive Governance Culture**

An excellent governance culture is characterized by a board that operates in an environment of trust, respect, and professional demeanor at all times. The board sets the tone for the entire County in how it carries out its governance responsibilities.

# Norms within which we agree to work

- Commit to effective governance. Success depends on participation share ideas, ask questions, draw others out.
- Create an atmosphere of respect and civility where elected officials, County staff, and the public
  are free to express their ideas. Address each other, staff, and community members with mutual
  respect.
- Commit to a culture of collaboration. Respect each other's thinking, value individual contributions, and give fair consideration to diverse and opposing viewpoints.
- Assume positive intentions, of supervisor colleagues, staff, and community members. Work to understand others' perspectives. Listen with attention, carefully and intuitively.
- Refrain from lengthy discussion on topics related to previous board decisions.
- Accept constructive disagreement as necessary to yield the best decisions. Critique ideas not people.
- Be willing to challenge your own beliefs and ideas; stay open to new ways of doing things.
   Listen with an open mind to all information, including dissenting points of view, regarding issues presented to the Board.
- Check for understanding as well as agreement; Ask questions when in doubt.
- Celebrate successes together.

# Communication is the currency of effective board members; it is both verbal and non-verbal



# **Protocols to Facilitate Governance Leadership**

# **Definition**

Effective boards operate with formally adopted protocols that provide an operational framework for how board members will work together. Protocols are descriptions of the "way we do things here" and are important as guides for what is an acceptable and unacceptable process and behavior. Protocols exist whether they are specifically identified or not. When they are not overtly stated, they become the habits by which groups perpetuate behaviors, some of which can become detrimental to the effective operation of the board of supervisors.

# **Unity of Purpose-Setting Direction**

1. Strategic Planning - Role of the Board of Supervisors		
Rationale	<ul> <li>Governance is a strategic function. A component of a highly developed governance system is reaching agreement on the strategic direction and building coherence throughout the system.</li> <li>Critical to success is proactively establishing a multi-year plan that presents a meaningful vision of the future and long-term strategic goals indicating where resources are to be concentrated to accomplish strategic outcomes.</li> <li>The strategic plan</li> <li>Supports good decision making; Drives alignment of all processes; Aligns resources with priorities; Communicates our vision and our priorities.</li> </ul>	
Protocol	<ul> <li>The Mono County Board of Supervisors is committed to exercising professional and purposeful leadership in ensuring achievement of Mono County's long-term goals and objectives. Following the Board adoption of the Strategic Plan, the Board will support the adopted Plan and ensure that decisions and directions by the Board are consistent and reinforcing of the Plan.</li> </ul>	

# 1. Strategic Planning - Role of the Board of Supervisors

- Similarly, the County's Strategic Plan is shared with advisory bodies to facilitate alignment of their focus and efforts.
- The Board will commit time and energy in board meetings to conduct ongoing strategic discussions regarding implementation and impact of County efforts and programs to accomplish Board adopted strategic goals.
- Any requests made by Board members requiring County resources will be brought to the Board for review and approval.
- The Board will calendar bi-annual check in reports and an annual review, in alignment with the budget planning process.

# 2. Use of Board Conversation/ Discussion Meetings

### Rationale

- It is the Board's responsibility to establish a philosophical framework grounded in the County's core beliefs and mission that will serve as the foundation for staff developed plans of action.
- The Board wishes to create an environment where open and candid discussion of governance and core beliefs are encouraged and can lead to an enhancement of Board decision-making. The purpose is to uncover areas of agreement and concern and to promote a shared and deep understanding of topics and issues that the governance team will address. Board conversation sessions (or workshops) allow Board members the time for candid dialogue and discussions to develop the shared understanding that leads to the Board's ownership of the County's priorities.

### **Protocol**

Conversation sessions (or workshops) are public meetings subject to the provisions of the Brown Act. Conversation sessions/workshops are intended to provide opportunities for open discussion about governance and other relationship issues and often no formal action is taken. The Board will schedule conversation sessions bi-annually or as needed to provide opportunities to explore governance issues in more depth.

### **Conversation sessions are designed for several purposes:**

- To reflect on and strengthen the governance infrastructure, e.g., governance principals, norms, and protocols.
- To develop the criteria for problem-solving, action-planning, and decision-making.
- To provide an opportunity for the Board members and the CAO to discuss progress on goals, programs, and issues from the big picture, philosophical perspective.

#### **Roles and Responsibilities**

#### **3.** Interactions with County Staff

#### Rationale

- Governance of the County relies on the cooperative efforts of elected Supervisors who set the direction and County staff who implement the Board policies and direction. Successful achievement of the Mono County strategic goals and County priorities in large part depends upon the nature of the relationship between the Board of Supervisors and the Mono County staff.
- Critical to Board members' ability to make informed and wise decisions is timely and equal access to information. With five independently elected supervisors, it is essential that there be a well-defined, clear process of communication.

#### **Protocol**

- Open and clear communication among the CAO, County Counsel, Department Heads and the Board is very important. However, any direction to County staff may only come by majority vote of the full Board. Great care will be taken to assure that suggestions or comments by individual Supervisors are not interpreted as direction to staff.
- Board members are dependent upon the quality of information provided and encourage the CAO, County Counsel, County Department Heads and staff to keep them informed about successes and challenges facing them.
- Board member referrals that are anticipated to involve significant staff time or other resource commitment and/or are a departure from established county or departmental policy require Board approval prior to staff starting work. Board members are encouraged to discuss referrals which may require significant resources with the Chair, County Counsel and CAO. Board approval shall be obtained through majority action of the Board, on an agenda item in which the scope and resource needs of the referral are identified.

#### 4. Evaluating the County Administrator and County Counsel

#### Rationale

• The CAO and County Counsel evaluations are important leadership tools to focus and align all County efforts. The evaluation process must be clear and fair. It should be goals based, data driven, collaborative and ongoing.

#### Protocol

- The CAO and County Counsel evaluations must be a collaborative process that ensure ongoing feedback and no surprises.
- The evaluation process will include a mid-year check on progress on County priorities. The Board will conduct a formal evaluation of the CAO and County Counsel, annually on the anniversary hire date, using an agreed upon evaluation process. The process shall include opportunities for each Board member to participate. The Board Chair will compile the results ensuring that the evaluation represents the consensus of the Board.

#### **Board Operations**

#### 5. Board Meeting Agenda Development

#### Rationale

- The major objective of the agenda development process is to allow for open deliberation by the Board of Supervisors on all county matters not to be considered in Closed Session.
- Critical to effective discussion and deliberation is clarification of the agenda
  placement process, appropriate placement of items on the Board agenda and
  sufficient time for gathering information on issues so that the Board of
  Supervisors can make informed decisions.

#### Protocol

- An annual calendar of meetings shall be adopted by the Board. The
  calendar will include Governance conversation meetings and budget
  meetings. Inclusion of conversation meetings in the formal calendar shall
  not preclude convening conversation meetings as needed.
- Board agendas will be organized around the County priorities and strategic goals. Administrative or County business will be presented, whenever possible, with discussion of potential impact on strategic priorities and goals.
- Department reports to the Board will be presented with reference to County strategic priorities and goals.
- The Clerk of the Board of Supervisors prepares an agenda for each meeting in collaboration with the Board Chair, County Administrative Officer, and County Counsel. The Board of Supervisors' meeting agenda is prepared weekly according to the Board of Supervisors' meeting calendar.
- At least 72 hours before a regular meeting, the Clerk of the Board shall post an
  agenda. The agenda shall include a brief description of each item to be heard,
  discussed or considered by the Board.
- Supervisors are encouraged to contact the County Administrative Officer's
  office, or appropriate staff with any technical or detailed questions regarding the
  agenda prior to the board meeting to ensure adequate information is available if
  necessary.

#### 6. Public Comment in Board Meetings

#### Rationale

- Board of Supervisors meetings are business meetings of the Board held in public to conduct the County's business. The Board of Supervisors welcomes and encourages public engagement and participation at Board meetings.
- The Board is committed to transparency in all of its governance activities.
   However, it is essential that the Board operate in a consistent and professional manner in order to accomplish the business of Mono County as well as be respectful of staff time. Consistent with the Ralph M. Brown Act and in order

6. Public Con	6. Public Comment in Board Meetings					
	to provide equal treatment to all, the Board may adopt rules and regulations regarding public input.					
Protocol	<ul> <li>Board members want to ensure that multiple voices of the community are heard and that the process for community input is clearly defined and that community members feel welcomed and are encouraged to participate.</li> <li>Members of the public have the right to address the Board on any item within the subject matter jurisdiction of the Board. Time for public input will be provided at every Board of Supervisors meeting.</li> <li>Members of the public shall direct their comments to the Chair. Time limitations are at the discretion of the Chair and may be reduced or extended.</li> <li>Individual Board members may ask clarifying questions but will not engage in substantive dialogue with persons providing input to the Board.</li> <li>Public comments on items on the agenda will be called prior to the board taking action on the item.</li> </ul>					

7. (Electronic) Communication During Board Meetings				
• A meeting of the Board of Supervisors is a meeting to conduct County business in public. Use of electronic mail (email), notes, and all digital communications shall conform to the same standards of judgment, propand ethics as other forms of County related communication.				
Protocol	<ul> <li>During Board meetings, Board members will not access electronic messaging systems other than the relevant agenda and corresponding documents. Accessing such communication could be construed as receiving public comment without the transparency associated with having the comment shared publicly. Any such communication is subject to the California Public Records Act.</li> <li>Other uses of electronic devices during meetings should be limited to instances where a family or business situation makes the communication necessary, at the discretion of the Board member.</li> </ul>			

8. Self-Monitoring of Board Effectiveness				
Rationale	<ul> <li>Conducting a governance self-assessment process demonstrates accountability to the community and the intention of the governance team to strengthen and improve governance practices.</li> <li>Governance self-assessment sessions are an opportunity to reflect on Board effectiveness and measure adherence to adopted governance principles, norms, and protocols.</li> </ul>			

# The Board of Supervisors supports continuous improvement through ongoing evaluation of governance effectiveness. The Board will participate in at least one workshop annually to review governance team agreements and processes and to participate in a self-evaluation process. The assessment process will align with assessment of progress on the County's strategic priorities. During the assessment process, the Board may consider any amendments to processes or protocols and schedule consideration of any new policies/protocols

resulting from the self-assessment.

9. New Supe	9. New Supervisor Orientation – On Boarding				
Rationale	<ul> <li>Members of the Board of Supervisors must be knowledgeable about the complexity of the organization they are governing, and the full range of services, facilities and programs provided by the County.</li> <li>The most important way a Board can sustain its positive governance culture, and remain a cohesive, unified, vibrant decision-making team is through the purposeful on-boarding of new board members.</li> </ul>				
Protocol	<ul> <li>The Board recognizes the importance of welcoming and helping transition newly elected Board members into the public experience.</li> <li>The Board encourages all newly elected supervisors to attend the CA State Association of Counties (CSAC), new County Supervisors Institute as soon after election as possible.</li> <li>The County Administrative Officer and County Counsel will prepare orientation materials, including legal briefings for new Board members and schedule an initial meeting to both establish early and direct communication and provide information necessary to understand the complex organization of the County.</li> <li>Department Heads, or their designees, will offer orientation to newly elected Board members regarding the departments' key responsibilities and functions.</li> <li>The Board will schedule a governance conversation meeting to provide an opportunity to share personal aspirations and to review, discuss and re-</li> </ul>				
	confirm the adopted governance principles, norms and protocols as documented in the Mono County Board of Supervisors Governance Handbook.				

# **Board in the Community**

10. Handling	10. Handling Complaints from the Community				
Rationale	<ul> <li>The Board strives to be consistent and fair in dealing with complaints and concerns expressed by the community.</li> <li>It is important that the Board have a clear and consistent process when considering and responding to constituent concerns.</li> <li>No one Board member has the authority or capability to fix individual problems or concerns.</li> </ul>				
Protocol	<ul> <li>The Board of Supervisors is accessible and responsive to community concerns and issues.</li> <li>The Board values open communication and timely resolution of issues. When approached with concerns or complaints, Board members will: <ul> <li>Listen respectfully and openly.</li> <li>Remain neutral, understanding that only one side of the issue is being heard.</li> <li>Encourage the issue to be addressed by the person who can most directly help them with their concern.</li> </ul> </li> <li>Board members will notify the CAO of the issue or concern, as appropriate.</li> </ul>				

#### **GOVERNANCE AGREEMENTS SIGNATURE PAGE**

We have reviewed and agree to follow the Governance Team principles, norms and protocols in order to support a positive and productive working relationship among the Mono County Board of Supervisors, County Administrative Officer, County Counsel, Department Heads and staff. We shall renew this agreement annually.

Affirmed on this 1 <sup>st</sup> day of October 2024.	
John Peters, Chair, District 4, Chair	 Date
Lynda Salcido, District 5, Vice Chair	 Date
Jennifer Kreitz, District 1, Chair Pro Tempore	Date
 _ Rhonda Duggan, District 2	Date
Bob Gardner, District 3	 Date
Sandra Moberly, County Administrative Officer	Date
Christoper Beck, County Counsel	 Date



# **Mono County Board of Supervisors Procedural Manual**

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#### Effective Governance in Mono County

Mono County is governed by the elected Board of Supervisors. Governance is a fundamental function of all public agencies. Governance is the act of transforming the needs and desires of the community into policies that direct the County. The people of Mono place their faith and trust that the Board will carry out its governance responsibilities meeting the highest standards of quality, effectiveness, and transparency. Whether in Board Chambers, out in the community or at home, Board members are always stewards of the County.

#### Effective Boards

High performing Boards have four essential characteristics that are the building blocks of effective governance:

#### Rules Of Procedure of The Board of Supervisors Mono County, California

#### I. Purpose

The purpose of these Rules of Procedure ("Rules") is to foster understanding and respect for the democratic process, facilitate compliance with applicable laws, encourage public participation, provide guidance on decorum, and enhance effective and efficient management of Board meetings.

#### II. General

#### Rule 1. Applicability of Rules

These Rules are adopted pursuant to Government Code §25003. The Rules shall apply to the Board of Supervisors of the County of Mono whether sitting as the Board of Supervisors of the County or as the governing board of any other commission, authority or board.

These Rules are intended to expedite the transaction of business of the Board in an orderly fashion, and are deemed to be procedural only. The failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law. Except as otherwise provided by law, these Rules, or any one of them, may be suspended by a majority of the Board.

These Rules supersede and replace all rules of procedure previously adopted by the Board.

#### **Rule 2. Definitions**

In interpreting these Rules:

a. "Board" refers to the Board of Supervisors of Mono County, whether sitting as the Board of

- Supervisors of the County or as the governing body of any other authority or board
- b. "Board member" or "member" refers to a member of the Board
- c. "Chair", "Vice-Chair" and "Chair Pro-Tempore" refers to the Board members elected to those respective offices
- d. "Clerk" refers to the Clerk of the Board of Mono County
- e. "County Administrator" refers to the County Administrative Officer of Mono County

#### III. MEETINGS

#### Rule 3. Regular Meetings and Annual Calendar

Regular meetings generally shall be held on the first three Tuesdays of every month. Any meeting may be cancelled upon the order of the Chair, or by a majority of the members of the Board.

Regular meetings shall commence at 9:00 a.m. The first two regular meetings of the month shall be held at the Board of Supervisors Chambers, 2nd Floor, County Courthouse, 278 Main Street, Bridgeport, California; the third regular meeting of the month shall be held in the Mono Lake Room in the Mono County Civic Center at 1290 Tavern Road or such other location in Mammoth Lakes as may be designated by Board resolution. Videoconferencing will be available each week between Bridgeport and Mammoth Lakes, unless technically infeasible. Business shall normally be conducted between 9:00 a.m. and 5:00 p.m., but may continue past 5:00 p.m., provided a majority of the Board members present do not object.

An annual calendar of meetings shall be adopted by the Board and should include all known regular meetings. All regularly scheduled meetings shall also be streamed live over the internet unless technologically infeasible, and shall be archived and available for later online viewing. Videos shall be available on the county website.

#### Rule 4. Special Meetings and Budget Hearings

Special meetings may be called at any time by the Chair, or by a majority of the Board members. Upon the call of a special meeting, the Clerk will prepare and distribute, at least 24 hours before the time of the special meeting, written notice to each member and to any local newspaper of general circulation that has requested such notices. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings (Government Code §54956).

Budget Hearings, Workshops, Study Sessions and Planning Meetings may be called by the Chair or by a majority of the Board at times and locations in accordance with the law and specified notice provisions.

#### **Rule 5. Emergency Meetings**

Emergency meetings may be called by the Chair or by a majority of the Board, in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities. Upon the call of an emergency meeting, the Clerk shall give notice of the meeting, and comply with posting requirements (Government Code §54956.5).

#### Rule 6. Closed Sessions

Prior to holding any closed session, the Chair shall announce the session in an open meeting, and shall provide an opportunity for public comment on items on the closed session agenda. The listing of such items on the agenda shall constitute such announcement, at the discretion of the Chair. During the closed session, the Board may discuss or consider only those items on the agenda. At the conclusion of the closed session the Board shall orally report action taken, in an open meeting, where required by law (Government Code §54957.1).

# <u>IV.</u> ELECTIONS, POWERS, AND DUTIES OF THE CHAIR, VICE-CHAIR, AND CHAIR PRO-TEMPORE

#### Rule 7. Annual Selection of Chair, Vice Chair and Chair Pro-Tempore

At its first regular meeting, after January 1ST of each year, the Board shall nominate and elect from its membership a Chair, Vice-Chair, and a Chair Pro-Tempore. The Chair shall call the meeting to order, and the first order of business shall be the election of officers for the ensuing calendar year. The Chair, Vice-Chair, and Chair Pro-Tempore shall serve until the election of their successors. It is intended (but not mandated) that the Supervisor elected as Vice-Chair will succeed the Chair in the following year and that the Chair Pro-Tempore shall similarly succeed the Vice-Chair.

#### Rule 8. Powers of Chair, Vice-Chair, and Chair Pro-Tempore

The Chair shall serve as presiding officer of the Board, rule on questions of procedure and execute official Board records and documents presented by the County Administrator/Clerk. In the absence or unavailability of the Chair, the Vice-Chair shall call the meeting to order and serve as presiding officer. The Vice-Chair shall have and exercise all powers and duties of the Chair for meetings over which he or she is called to preside and at ceremonial and official functions which the Chair cannot attend.

If both the Chair and the Vice-Chair are absent or unable to participate, the Chair Pro-Tempore shall call the meeting to order, serve as the presiding officer, and shall have and exercise all power and duties of the Chair for the meeting over which he or she is called to preside and at ceremonial and official functions which neither the Chair nor Vice-Chair can attend.

#### V. AGENDAS AND AGENDA MATERIALS

#### Rule 9. Meeting Agenda

At least 72 hours before a regular meeting, the Clerk shall post an agenda. The agenda shall consist of a brief statement of each item to be considered by the Board (Government Code §54950). The agenda shall indicate the time and location of the meeting and shall be posted as required by law.

#### Rule 10. Addendums/Supplemental Agenda Items

At least 72 hours before a regular meeting, the Clerk shall prepare, post, and distribute all addendums/supplemental agendas when there has been an item added, continued, deleted, and/or modified since the distribution of the initial meeting agenda.

#### Rule 11. Use of Agenda Software

All Departments/Agencies shall use Agenda Software provided by the County to prepare agenda items and submit supporting documents. Departments will work directly with the Clerk of the Board if they require assistance in creating an agenda item.

#### Rule 12. Department/Agency Agenda Responsibilities

When submitting an item for consideration by the Board, it is the responsibility of the originating Department or Agency to provide all required information, and to meet all established deadlines. Exceptions to deadlines will be considered if items are deemed to be time sensitive or of special importance to a Board member. The Clerk of the Board will work directly with departments to add agenda items after the deadline, but shall require departments to obtain approval of the CAO prior to adding late items. Board members may work with the CAO, Clerk of the Board, or pertinent department head when needing to add items to an agenda.

Outside agencies and citizens will work with the Clerk of the Board when requesting an agenda item for Board consideration, and will follow established guidelines found in Appendix C (Request to place an Item on the Board's Agenda by the Public or Non-County Entity).

#### Rule 13. Review and Filing of Agenda Items

After preparing agenda items in the County's Agenda system, all items shall be reviewed by the County Administrator, County Counsel, and Finance Director, or their designee. Any one of these three reviewers may ask for additional information, clarification, and may determine not to place any item on the agenda that is not complete or is not submitted in accordance with instructions. Without amendment to these Rules, agenda submittal instructions may be amended or additional requirements imposed to ensure appropriate review and Brown Act compliance.

#### Rule 14. Board Correspondence

Correspondence addressed to the Board of Supervisors will be forwarded by the Clerk of the Board to all Board Members. Upon request of one or more Board Member, the Clerk shall additionally place a particular piece of correspondence on the agenda as correspondence. Correspondence items that require prolonged discussion will be agendized for a future meeting.

# Rule 15. Request to Place Item on Board's Agenda by the Public or Non-County Entities or Individuals

The public or any non-county entity (e.g., other governments, businesses, non-profits groups or other interest groups) should contact the Clerk of the Board of Supervisors (760-932-5533 or 760-932-5538) for the date of the next available agenda. This information online at: http://monocounty.ca.gov/bos; click on Meetings link.

a. A non-county individual or group seeking placement of an item on the Board of Supervisors' Agenda must have one of the Supervisors sponsor the item along with concurrence from the Board Chair. The name of Board Member sponsor shall be provided to the Clerk of the Board. See Appendix C for procedural guidelines.

# Rule 16. Supplemental Correspondence and Information Prior to Board Meeting and During Board Meeting

- a. After Initial Agenda Distribution and Prior to Meeting Agenda materials distributed via mail, email, or hand delivery to a majority of the Board must be forwarded to the Clerk and made available for public review.
- b. At a Meeting Documents, including PowerPoint handouts, distributed to Board members by County employees or Board members themselves at the meeting, shall be kept to a minimum. When necessary to distribute materials at a meeting, an electronic copy shall be provided to the Clerk of the Board and posted by the Clerk to the meeting web page. Additionally, paper copies shall be provided to the Clerk for distribution to: Board members, the County Administrator, County Counsel, and the Clerk, with remaining copies available for distribution to the general public. If large numbers of the public are anticipated to attend the Board Meeting on a matter and new information will be distributed to the Board members, then the number of copies should be increased to anticipate the number needed for the public.

Any supplemental correspondence or written information related to an agenda item which is provided to three or more Board members shall be concurrently filed with the Clerk and made a part of the official record.

This Rule shall not apply to attorney-client privileged communications, documents containing information protected from disclosure by the attorney work product doctrine, or information which may not be publicly disclosed under the other applicable law.

Sufficient copies of supplemental correspondence and information should be delivered to the Clerk and the Clerk shall make the appropriate distribution to the Board, CAO and County Counsel.

#### Rule 17. Order of Business

The Board shall conduct business in the order specified in the posted agenda or as modified at the discretion of the Chair with the concurrence of the Board. The Board may modify or amend the Order of Business for Regular meetings without amending these Rules by attaching the amendment to these Rules as Appendix A.

#### Rule 18. Board Member; Notification of Absence

If any Board member is unable to attend a meeting of the Board, all reasonable efforts shall be made to notify the Chair, County Administrator, and the Clerk, in writing (electronic mail or regular mail) and as soon as possible to ensure there are sufficient members present to consider all agenda items.

#### Rule 19. Quorum and Action

Three members of the Board shall constitute a quorum sufficient to transact business. In the absence of a quorum, the remaining members or the Clerk may adjourn the meeting to another date and time in accordance with Government Code §54944 and shall post a Notice of Adjournment.

#### Rule 20. Matters Not on the Agenda/Emergency Items

No action shall be taken on any item not appearing on a posted agenda except:

a. Upon a determination by a four-fifths (4/5) vote of the Board, or if less than four-fifths (4/5) of the members are present, a unanimous vote of those members present, that 1) there is a need to take immediate action prior to the next regularly-scheduled meeting, and 2) the need for action came to the County's attention subsequent to the agenda being posted pursuant to Government Code section 54954.2(b).

Any request to hear a matter not on the agenda or emergency item shall be communicated to the Chair, County Administrator, County Counsel and Clerk as soon as the need becomes known.

#### Rule 21. Consent/Regular Calendar Items

Agenda items on the Consent Calendar are routine in nature, consistent with adopted Board policy, and do not require individual consideration. The Consent Calendar will be enacted by one motion for approval of the recommended actions. There will be no separate discussion of these items prior to the time the Board votes on the motion unless any member of the Board requests removal of a specific item from the Consent Calendar for separate discussion and action. Any Board member may ask the Clerk to record a "no" or "abstention" vote on any Consent Calendar item.

Agenda items on the Regular Calendar require separate discussion and/or action and may include, but are not limited to changes in policy, items that require the Board to consider options and provide direction, requests for new or unbudgeted positions, introductions of a proposed Ordinance, Public Hearings, and other matters as required by law.

#### Rule 22. Public Hearings

Upon receipt of a request by a Department/Agency or Board member for a public hearing, the County Administrator or Clerk may set the hearing without action of the Board unless the Board is required by law to schedule the hearing. In that event, the matter shall be placed on the Consent Calendar to set the hearing.

Subject to the Chair's right to maintain order, any person wishing to speak at a public hearing shall be heard. Except for rebuttal allowed an applicant, or the appellant in the case of an appeal, each speaker shall speak only once unless otherwise authorized by the Chair.

Each speaker's presentation at a public hearing shall be as brief as possible; visual and other materials may be used as appropriate. The Chair may establish a time limit for presentations. When speakers use or submit to the Board visual or other materials, such materials shall become part of the file and identified and maintained as such. When thumb drives, USB memory sticks, or other portable electronic media (e-media) are submitted to the Board, at least one hard-copy of the information stored on the e-media must be provided to the Clerk. Speakers with lengthy presentations are encouraged to submit them in writing.

The closing of a public hearing signifies the point after which the Board will no longer accept or consider any additional communication on the matter that was the subject of the hearing. As used in this Rule, "communication" includes oral communication; written communication such as documents, letters, and photographs; and any type of electronic communication, including e-mails, e-mail attachments, graphic images, spread sheets, text messages, and social media messages.

Should the Board close a public hearing and continue its deliberations to a subsequent meeting, or announce a tentative decision, by motion or other proceedings, and defer its action on a final decision to a subsequent meeting to allow preparation of appropriate findings and/or conditions of approval, any written or electronic communication received by a Board member or the Clerk after the close of the hearing on the matter that was the subject of the hearing shall be placed in a separate file kept by the Clerk and labeled to indicate it was received after the close of the hearing. Late written and electronic communication shall not be given to Board members, nor should Board members retain copies.

Should County staff determine that communication received after the close of a public hearing should be considered by the Board prior to its rendering a final decision on the matter that was the subject of the hearing, County staff shall recommend to the Board that the hearing be reopened. If the Board concurs, the Board shall reopen the hearing, following appropriate notice, for the limited purpose of receiving testimony and evidence on the new information.

#### Rule 23. Order and Decorum

The Chair shall preserve order and decorum and shall decide all questions of order and procedure subject to an appeal to the Board. The nature of any appeal shall be briefly stated, and the Chair shall have the right to state the reason for his or her decision.

A Board member wishing to speak shall refrain until he or she has been recognized by the Chair. While a Board member is speaking, other Board members shall be respectful and shall not engage in or entertain private discussions.

Consistent with the purpose of the Rules, members are encouraged to use a formal style, including appropriate titles, in addressing the public, staff and each other. All members shall refrain from the use of profanity, emotional outbursts, personal attacks or any speech or conduct which tends to bring the organization into disrepute.

#### Rule 24. Commitment to Civility

To assure civility in its public meetings, staff and the public are also encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. Please refer to the Mono County Governance Handbook for additional guidance.

#### Rule 25. Use of Electronic Devices and Documents

The use of electronic documents, via iPads or other electronic means, is encouraged as a means of reducing the production and distribution of paper documents, and thereby decreasing costs.

Any member of the public may view the same electronic documents online at:

http://monocounty.ca.gov/meetings\_sub/bos, or may view the documents in paper form in the Clerk's Office.

The Board shall refrain from emailing, texting, using social media, or otherwise engaging in electronic communications in the Board Chambers on matters that are listed on the Board agenda

#### Rule 26. Motions - General

Any motion for action shall require a second before being acknowledged by the Chair. The Clerk shall enter into the minutes the motion and the names of the moving and seconding members. After a motion is stated by the Chair, it shall be open for debate but may be withdrawn by the maker at any time before a decision is made or an amendment adopted. A motion may be amended with the consent of the moving and seconding members at any time before a decision is made or an amendment adopted unless another motion is pending. The Clerk shall enter into the minutes the vote of each member on each motion.

#### Rule 27. Voting

It shall take at least three affirmative votes of the Board to pass any motion (Govt. Code §25005), except where supermajority four-fifths (4/5) votes or unanimous votes are required by law. Appendix B contains a list of common items that require a four-fifths (4/5) vote. Appendix B may be updated without amending these Rules. An abstention shall count as neither an "aye" nor a "no" vote.

A supervisor who is absent from all or a part of: (1) a public hearing, (2) an item that requires findings, or (3) an item that is quasi-judicial in nature, may subsequently vote on the matter if the supervisor has reviewed all evidence received during his/her absence, listened to the Clerk's recording or read a true and complete transcript of the proceedings, and so states on the record

#### Rule 28. Roll Call Votes

The roll need not be called in voting upon a motion except where specifically required by law or requested by a Board member or the Chair. Each roll call vote shall be made in an order determined by the Clerk or directed by the Chair but generally shall first include: the maker of the motion; the member who seconded the motion; the balance of the members present, with the Chair called last, unless the Chair made, or seconded, the motion.

#### Rule 29. Conflicts of Interest

Any Board member with a disqualifying conflict of interest must, in compliance with the Political Reform Act:

- a. Publicly state the nature of the conflict in sufficient detail to be understood by the public;
- b. Recuse himself/herself from discussing and voting on item; and
- c. Leave the room until after the discussion, vote, and other disposition of the matter is concluded, unless the matter has been placed on the Consent Calendar.

The member may be allowed to address the Board as a member of the public, but only in the limited circumstances allowed by the Political Reform Act. Disclosure of a conflict shall be noted in the official Board minutes. The member must also comply with all other applicable conflict of interest laws.

Members may not have a financial interest in a contract approved or considered by the Board. In these cases, disclosure and recusal does not remove the conflict and such a contract is considered void (Government Code

§1090), unless a specific exemption applies. The Board member is encouraged to discuss possible conflicts with County Counsel and/or to request advice from the Fair Political Practices Commission prior to the meeting.

#### Rule 30. Motion to Reconsider

Any Board member who votes in the majority on a question, as well as any Board member who was absent, is eligible to make a motion to reconsider. A motion to reconsider shall be in order during the meeting at which the action to be reconsidered took place provided members of the public in

attendance during the original action are still present in the Board chamber. In all other cases, motions for reconsideration must be placed on a future agenda for action. A motion to reconsider shall require a majority vote. A motion to reconsider, if lost, shall not be renewed nor shall any subject be reconsidered a second time within twelve (12) months except by a four-fifths (4/5) vote of the Board. This rule may be suspended by a majority of the Board. Any board member may make a motion to suspend. A motion to reconsider is not in order if action has been taken which cannot be changed.

#### **Rule 31. Substitute Motion**

A substitute motion is an amendment where an entire resolution or section, or one or more paragraphs is stricken and another is inserted in its place. The motion to substitute, if adopted by majority vote, completely supersedes. The vote shall then be taken only on the motion that was substituted. A substitute motion is appropriate if amendments become involved or a paragraph requires considerable changes. A substitute motion may not be made when an amendment is pending.

#### Rule 32. Ordinances

Ordinances are introduced at one meeting (first reading), then generally placed on the agenda for adoption at a subsequent meeting.

- a. The first reading will become the primary meeting at which: (1) the title of the ordinance will be read;
- b. (2) the Board will typically consider a motion to waive the reading of the text of the ordinance and to introduce the ordinance by title only; (3) members of the public shall have an opportunity to address the ordinance; (4) the ordinance shall be introduced by a motion and majority vote of the Board.
- c. At the second reading: (1) the ordinance may be placed on the Consent Calendar for adoption; (2) if pulled from the Consent Calendar for separate action, the title of the ordinance may be read; (3) a motion to adopt the ordinance may be made; (4) a majority vote will adopt the ordinance unless a 4/5ths vote is required for a particular matter.
- d. Pursuant to Government Code §25123, ordinances shall generally become effective 30 days from the date of final passage.

Other ordinance hearing procedures may be used as required by law.

#### **Rule 33. Planning Matters – Request for Continuance**

Any Board member may request that a Planning matter within his/her District be continued to the next available regular meeting that will allow for compliance with any applicable legal noticing requirements, due to that Board member's unavailability at the meeting for which the item is scheduled or for any other reason. Upon concurrence of a majority of the Board, such continuance shall be granted.

#### Rule 34. Planning Matters – Original Jurisdiction

Any member may request the Board to exercise original jurisdiction over a use permit or other planning application, as authorized under the County Code, except in cases where state law requires a

recommendation of the Planning Commission prior to action by the Board on the matter. A request to exercise original jurisdiction shall be filed in writing with the Clerk, or made orally at a Board meeting, prior to any decision by a lower level decision maker approving or denying the subject application. A request to exercise original jurisdiction need not state the reasons for the request but shall be brought as a noticed agenda item to the full Board for majority approval.

#### VIII. DUTIES OF COUNTY STAFF DURING BOARD MEETINGS

#### Rule 35. County Administrative Officer

The County Administrative Officer shall be present during Board meetings and shall provide such information as necessary to assist the Board members in their deliberation and decision making. The County Administrator may delegate this responsibility to the Assistant County Administrator, County Finance Director, Human Resources Director, or County Counsel should extraordinary circumstances prevent the discharge of this responsibility.

#### **Rule 36. County Counsel**

County Counsel shall be present during Board meetings, and shall serve as advisor to the Board on appropriate rules to comply with legal requirements. All questions of law shall be referred to County Counsel for his or her opinion. County Counsel may delegate this responsibility to the Assistant County Counsel or a Deputy County Counsel.

#### Rule 37. Clerk of the Board

The Clerk or a Deputy Clerk shall be present during all Board meetings for the purpose of taking and maintaining the minutes of the meeting; presenting and receiving correspondence, records, documents, claims, reports, or petitions; preserving all records; marking or attesting all resolutions and ordinances; imparting information on Board documents of public record; and otherwise fulfilling all duties imposed by law or required by the Board.

The Clerk shall record all regular meetings of the Board. All meetings shall be recorded by audio means. All regularly scheduled meetings, and whenever possible, meetings shall also be recorded by video means. Video recordings shall be available online for later review as soon as practical on the county website at http://monocounty.ca.gov/meetings.

#### Rule 38. Sheriff

The Sheriff, or a representative of the Sheriff's Office, shall at the discretion of the Chair or a majority of Board members, be in attendance at the meeting of the Board, for the purpose of maintaining order and upholding the law.

#### Rule 39. Department and Agency Directors

Department and Agency Directors, or a designee, having any matter on the agenda for consideration by the Board, whether consent or regular, shall be available for the purpose of providing information to the Board and shall also attend any Board meeting when requested to do so by a Board member or the County Administrator. Department and Agency Directors may be present in person or by telecommunication as the item warrants. Given Mono County's seasons and efforts to contain costs, Department and Agency Heads are asked to keep these factors in mind when scheduling meeting attendance.

#### IX. COMMITTEES

#### Rule 40. Board Committees/Assignments and Reporting Requirements

The Clerk shall maintain a list of Board Committees and Assignments. Annually, the incoming Chair shall review the list of Committees and Assignments. The list of appointments shall be adopted by the Board at its first meeting in January.

All members who are assigned to special projects, committees, and separate boards or commissions shall provide regular reports to the full Board regarding their activity in connection with the special projects, committees, and separate boards or commissions. (Government Code §53234, et. seq.)

Committee members shall call committee meetings as needed provided they are held in conformance with the law. The County Administrator's Office and County Counsel may serve as support staff to all Board created committees. Other department heads and/or staff may also support as requested by the committee.

#### Rule 41. Board of Supervisors Standing Subcommittees

Standing subcommittees are those subcommittees of the Board of Supervisors which have continuing jurisdiction over a particular subject matter or whose meeting schedule is fixed by resolution or action of the Board. Even if comprised of less than a quorum of the Board, a standing subcommittee is subject to the Brown Act.

The Chair shall recommend, with Board concurrence, members to each standing subcommittee. Generally, appointments shall occur at the Board's first regular meeting in January. All standing subcommittees shall be appointed for the calendar year, and the members shall continue as committee members until their successors have been appointed.

#### Rule 42. Board of Supervisors' Ad-Hoc Subcommittees

Ad-Hoc subcommittees of the Board of Supervisors are not subject to the Brown Act. They may be formed by Board action, shall be solely composed of members of the Board, shall consist of less than a quorum of the Board, shall serve a limited or single purpose, for a limited time, and shall be dissolved once the specific task assigned is completed.

Ad-Hoc Subcommittees are encouraged to conclude their business at the end of each calendar year. The Clerk will maintain a current index of Ad-Hoc Subcommittees and their purpose.

#### Rule 43. Board Member Referrals to Staff

Board member referrals that are anticipated to involve significant staff time or other resource commitment and/or are a departure from established county or departmental policy require Board approval prior to staff starting work. Board members are encouraged to discuss referrals which may require significant resources with the Chair and CAO.

Board approval shall be obtained through majority action of the Board, on an agenda item in which the scope and resource needs of the referral are identified.

#### Rule 44. Action Summaries and Recordings of Meetings

The Clerk shall prepare and distribute Action Summaries ("minutes") of Board meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda plus all motions, resolutions and ordinance numbers related thereto, all votes recorded thereon, and the final action taken by the Board. The minutes shall be made available internally and to the public and shall be placed on the Internet.

The Clerk shall maintain the official audio record of each Board meeting for as required by the Mono County Records Retention Policy and will make these recordings available for listening by the public at no charge. Video recordings of meetings shall be archived and available on the internet and shall be available for viewing at no charge on the county website at http://monocounty.ca.gov/meetings.

#### XI. PARTICIPATION OF THE PUBLIC

#### Rule 45. Public Comment / Time Limits

Members of the public have the right to address the Board on any item within the subject matter jurisdiction of the Board (Government Code §54954.3). Members of the public may state their name but are not required to do so. Members of the public shall direct their comments to the Chair who may, at his or her discretion, request a brief response from staff or, with the concurrence of a majority of the Board, direct that the item be placed on a future agenda for discussion and/or action. Time limitations are at the discretion of the Chair, and may be reduced or extended.

Public comments on items on the agenda will be called prior to the Board taking action on the item.

Under the Public Comment portion of the meeting, members of the public will be allowed to address the Board regarding any item not on the agenda. No action may be taken on items not on the agenda unless authorized by law.

#### Rule 46. Orderly Conduct

The Chair may determine when orderly conduct of a Board meeting is not feasible due to disruptive behavior by person(s) in attendance. The Chair may request that person(s) disrupting the meeting leave the chambers/meeting room. If order cannot be restored, the Chair may order the chambers/meeting room cleared and continue in session. Members of the news media, except those participating in the

disturbance, shall be allowed to remain. The Chair may re-admit any person(s) provided their re-admission will not disrupt the continued orderly conduct of business. The Chair may also call a recess and reconvene when order has been restored. (Government Code section 54957.9.)

#### Rule 47. Security and Prohibition of Hazardous Objects

The Board has the power to implement security measures in the chambers/meeting room. Any hazardous object which could impair the safety of individuals in the event of an emergency are prohibited in the chambers/meeting room. Any large object/container that may be deemed a hazardous object which could impair the safety of individuals in the event of an emergency may be prohibited in the chambers/meeting room.

#### APPENDIX A. Order of Agenda

Generally, business at Regular meetings shall be transacted in the following order. Business may be reordered by the Chair or by a majority of members. The Chair may modify the Agenda Order for the Board's or public's convenience at a particular meeting, provided that no matter noticed for public hearing may be heard prior to the published time. The Board may modify or amend the Agenda Order without amending these Rules.

- I. Call to Order (9:00 a.m.)
- II. Pledge of Allegiance
- III. Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board
- IV. Recognitions
- V. County Administrative Officer Report
- VI. Department/Commission Reports
- VII. Consent Calendar
- VIII. Correspondence Received
- IX. Regular Morning Calendar
- X. Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board.
- XI. Closed Session
- XII. Reconvene and Report from Closed Session (1:00 p.m. unless adjusted by the Chair as needed)
- XIII. Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board
- XIV. Regular Afternoon Calendar
- XV. Board Member Reports on assigned Boards, Councils, Commissions or other meetings attended

Adjournment – Meeting may be Adjourned in the Memory of/Moment of Silence/Reading of Names

#### APPENDIX B. 4/5ths and Unanimous Vote Requirements

Subject	Vote	Code	Description
Off Agenda Action	Unanimous	Gov. Code §54954.2 (b)(2)	To consider an item not on the Agenda, the Board must make findings that the need to take action arose after the agenda was posted. The vote requires at least four votes of the Board if two-thirds of the members are present. If less than two-thirds are present, it requires a unanimous vote.
Airport	4/5	Gov. Code §26021	Property acquisition for airport purchases by purchase, condemnation or lease; resolution for County aid.
Airport	4/5	Gov. Code §26026	Contribute money to the United States for the acquisition or improvement by the United States or any of its authorized agencies of airports in the county.
Bonds		Gov. Code §§26880, 26885, 26946, 29917, 53595.20, 53345.8; Sts. & Hwys Code §§9132, 5227, 10355, 9534.5; Ed. Code §15145; Pub. Util. Code §§99100, 99102, 99118, 99119	There are many special voting requirements and other processes required for bonds. Please check with County Counsel.
Bridges	4/5	Pub. Contract §20405(c)	Modify the plans, specifications and working details of bridge construction contracts.

Subject	Vote	Code	Description
Budget	4/5	Gov. Code §29088	Changes to proposed budget after budget hearing but prior to final budget
Budget	4/5	Gov. Code §29125	The following transfers and revisions to the adopted appropriations require a 4/5 vote: (1) transfers between funds; or (2) transfers from appropriation for contingencies.
Budget	4/5	Gov. Code §29127	Adopt resolution necessary to appropriate and expend funds necessary to meet specific emergencies.
Budget	4/5	Gov. Code §29130	Make available for appropriation any of the following fund balances:  a. Restricted, committed, assigned, and unassigned fund balances, excluding the general reserves and nonspendable fund balance;  b. Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.
Collections	4/5	Gov. Code §26220(a) and (b)	<ul> <li>a. Assign for the purpose of collection any or all delinquent bills, claims and accounts, and any or all money judgments taken in the name of the County.</li> <li>b. Assign for the purpose of collection any or all c. delinquent or unsecured taxes.</li> </ul>
Condemnati on/Eminent Domain	4/5	Code of Civ. Pro. §1245.240	Adopt a resolution of necessity prior to commencing an eminent domain proceeding.
Contracts	4/5	Pub. Contract Code §20128	Modify terms of a construction contract.
Contracts	4/5	Pub. Contract Code § 20135	Alter or change in any manner the plans and specifications previously adopted by the Board for the erection, alteration, construction, or repair of any public

Subject	Vote	Code	Description
			building or structure, where such alteration or change increases cost.
Contracts	4/5	Pub. Contract Code §20136	Adopt an order to alter or change a contract that is for the erection, construction, alteration or repair of any public building or other structure.
Contracts	4/5	Pub. Contract Code § 20137	Contracts for the erection, construction, alteration, or repair of any public building or other structure: the Board may authorize a change if it does not exceed 10% of the original contract price.
Contracts	4/5	Pub. Contract Code § 20150.10	Adopt a resolution declaring that a project can be performed more economically by county personnel, or that in the Board's opinion a contract to perform the project can be negotiated with the original bidders at a lower price than that in any of the bids, or the materials or supplies furnished at a lower price in the open market.
Contracts	4/5	Pub. Contract Code § 22038(a)(2)	After rejection of bids, adopt a resolution that declares that a project can be performed more economically by the employees of the agency.
Contracts	4/5	Pub. Contract Code §22050(a)(1)	In the case of an emergency, repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. (See also Pub. Contract Code §22035.)
Contracts	4/5	Pub. Contract Code §22050(b)(1	Adopt a resolution or ordinance that delegates to the appropriate county administrative officer, chief engineer or other nonelected agency officer, the authority to order any action pursuant to the emergency powers described in (a)(1) above.
Contracts	4/5	Pub. Contract	Use of specific brand/trade name (without "or equal") in the invitation of bids or requests for proposals in order to

Subject	Vote	Code	Description
		Code §3400(c)(4)	respond to an emergency declared by a local agency by a four-fifths vote.
Counsel	4/5	Gov. Code § 25203	Employ counsel to assist the district attorney, county counsel or other counsel for the county or public entity for which the Board is the governing body.
Flood Control, Maintenance and Sanitation District	4/5	Gov. Code § 23014	Adopt a resolution appropriating any of its available moneys to a revolving fund (not to exceed \$500,000) to be used by any county sanitation district, county flood control district, or county district maintenance district located wholly within the county for certain purposes.
Legislation	4/5	Gov. Code §25123(d); Elec. Code §9141(a)(4)	Adopt ordinances that are for the immediate preservation of the public peace, health or safety, which contain a declaration of the facts constituting the urgency, in which case the ordinance shall take effect immediately.
Parks	Unanimous	Gov. Code §25583	Adopt a resolution of intention to abandon a park or a portion of a park and fix a time when it will meet to take final action.
Parks	4/5	Gov. Code §25553	Find that the enlargement or improvement of the public park, beach, golf course or recreation ground is of general county interest or that the cost of maintenance is increased by reason of use by residents of the county outside of the city, such that the Board may determine to extend aid to city parks.
Planning	4/5	Gov. Code §65858	Adopt as an urgency measure, an interim ordinance prohibiting any uses that may conflict with a contemplated general plan, specific plan, or zoning proposal. Any extension of time on the interim ordinance also requires a 4/5 vote.
Planning	4/5	Pub. Util. Code §§ 21676, 21676.5	Overrule an airport land use commission's determination.

Subject	Vote	Code	Description
Property	Unanimous	Gov. Code §25363	Cash sale or lease of any property not required for public use at a noticed public auction (4/5ths vote); sale or lease at an unadvertised, private sale can be authorized by simple majority, but only after the Board unanimously finds that the value of the property does not exceed \$500, monthly rental value is less than \$75 or it is a product of a County farm.
Property	Unanimous	Gov. Code \$25550 & \$25550.5	Conveyance of county property to city for public park purposes.
Property	4/5	Gov. Code §25365(a)	Convey to another governmental agency within the county any real or personal property.
Property	4/5	Gov. Code §25365(b)	Exchange real property with any person, firm or corporation for the purpose of removing defects in the title or where the real property is not required for county use and the real property to be acquired is required for county use.
Property	4/5	Gov. Code §25515.2(c)	Action to approve any sale, lease, lease with option to purchase, development or contract agreement for public property after a request for proposals.
Property	4/5	Gov. Code §25536(a)	Enter leases, concession or managerial contracts involving leasing or subleasing county-owned, leased or managed property devoted to or held for certain purposes.
Property	4/5	Gov. Code §25536(c)	Sell or lease county-owned property without complying with Article 8 "Sale or Lease of Real Property" if the county repurchases or leases back the property as part of the same transaction. Pledge specific revenues as security for the payment of obligations incurred in the repurchase or leaseback of the property.
Property	4/5	Gov. Code §25536.5	Approve an agreement to amend a lease, sublease, concession or managerial contract entered to permit a permanent improvement or alteration of property at the expense of the lessee or concessionaire and to permit a credit on rentals or other reimbursement.

Subject	Vote	Code	Description
Property	4/5	Gov. Code §25526	Adopt a resolution declaring intent to sell or lease property.
Property	4/5	Gov. Code \$53867	Determines that property cannot be sold for a sum at least equal to the total of the amount paid, all accrued penalties and delinquencies, and necessary expenses incurred, and local agency may sell the property or lien for less than such total but not less than the fair market value of the property or lien.
Roads	Unanimous	Sts. & Hwy Code §1026(c)	County aid to road districts: order the expense of material for highway construction to be paid out of the county general fund.
Special Assessment Districts	4/5	Sts. & Hy. Code §§ 2808.5, 2808.6, 2808.7	There are several statutory special vote requirements related to special assessment districts. Please consult with County Counsel.
Special Purpose District	Unanimous	Gov. Code § 26909, subd. (b)	Approve a unanimous request made by the governing board of a special district to replace an annual audit with another specified audit.
Streets and Highway	4/5	Sts. & Hwy. Code §942	Let County rent county equipment used in the maintenance and construction of county roads, when such equipment is not in use upon the roads under the jurisdiction of the Board, and arrange the rate of rental compensation, in keeping with the general conditions prevailing in the county in which the transaction is made.
Streets and Highway	4/5	Sts. & Hwy. Code § 969.5	Adopt a resolution that determines that the general county interest demands the improvement or repair of a privately-owned road.
Streets and Highway	4/5	Sts. & Hwy. Code § 1070	Determine that the public convenience and necessity demand the acquisition or construction of a new county highway or improvement, repair or maintenance of any existing county highway, and the expense of such new highway or the expense of improving, repairing, or maintaining such existing highway is too great to pay out

Subject	Vote	Code	Description
			of the road fund of the district (such that the Board may adopt a resolution to make such acquisition or do such work and charge the expense to the county general fund, the road fund of the county, or the district fund of any district benefited).
Streets and Highway	4/5	Sts. & Hwy. Code § 1627	Adopt a resolution that establishes a "county highway right of way acquisition revolving fund" for acquiring rights of way for county highway purposes through purchase or condemnation.
Streets and Highway	4/5	Sts. & Hwy. Code §§ 1680, 1686	Adopt a resolution that determines that certain activities are of general county interest and that county aid may be extended to cities for city streets.
Streets and Highway	4/5	Sts. & Hwy. Code § 1700	Adopt a resolution that declares any highway located in whole or in part within a city to be a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair.
Tax	4/5	Gov. Code § 53724	Approve an ordinance or resolution that proposes a tax that is subject to approval by the voters pursuant to Government Code section 53722.
Tax	4/5	Rev. & Tax. Code § 7285	Approve ordinance proposing a transactions and use tax for general purposes.
Tax	4/5	Rev. & Tax. Code § 7285.5	Adopt ordinance regarding a transactions and use tax for specific purposes.

# APPENDIX C. Request to Place Item on Board's Agenda by the Public or Non-County Entities

- a. The public or any non-county entity (e.g., other governments, businesses, non-profits groups or other interest groups) are requested to contact the Clerk of the Board of Supervisors (760-932-5533 or 760-932-5538) for the date of the next available agenda. This information online at: http://monocounty.ca.gov/bos; click on Meetings link.
- b. A non-county individual or group seeking placement of an item on the Board of Supervisors' Agenda must have one of the Supervisors sponsor the item and concurrence from the Board Chair. The name of Board Member sponsor shall be provided to the Clerk of the Board and listed on the agenda.
- c. The following information is required via email to the Clerk of the Board of Supervisors before the item will be added to the agenda:
  - A brief description of the item to be discussed.
  - Is there a requested Board action, or is this item informational?
  - *Is there a fiscal impact to the County?*
  - *Name of the person(s) who will be appearing before the Board to make the presentation.*
  - Amount of time requested, including discussion and questions from the Board.
  - Preferred time of presentation, morning or afternoon.
  - Morning is between 9:30-12:00 p.m.; afternoon is after 1:00 p.m.

*NOTE:* An afternoon time may not be possible if the meeting will be finished before Noon.

- If the request is from an organization, please provide via email a cover memo on the organization's letterhead addressed to the Mono County Board of Supervisors describing in detail the request, expected Board action, and fiscal impact.
- If handouts are to be provided at the Board meeting, provide copies via email to the Clerk of the Board of Supervisors, and bring at least 10 paper copies for public distribution
- If a PowerPoint presentation will be presented, please email it to the Clerk prior to the agenda deadline so it can be included in the Board's packet.
- d. Upon request, the Clerk of the Board will provide a copy of a sample cover memo.

#### **Appendix II - Welcoming New County Supervisors**

#### **Mono County**

#### **Welcoming New County Supervisors**

Perhaps the most important way a board can sustain its positive governance culture and remain a unified, vibrant decision-making team is through the purposeful on-boarding of new supervisors. Change on boards is inevitable. There is a saying in governance circles that one new Board member creates an entirely new Board. Mono County is committed to taking a well thought out approach to managing the onboarding process of new Supervisors, and to viewing change as an opportunity to refuel and refresh the governance system. The key is managing the onboarding process from start to finish, providing the new Supervisor(s) with a welcoming environment, listening carefully and empathetically, and seeing change as positive. Positive governance culture is sustained and built upon by passing on the unity of purpose, governance principles, and the norms to new generations of Supervisors.

There are four key steps that Mono County will take to help new Supervisors feel welcome and a part of the Board.

**First:** A meeting will be scheduled with the County Administrative Officer (CAO), County Counsel (COCO) and Board chair either after the new Supervisor is elected or after they are sworn in, as appropriate. This informal orientation session will serve two purposes. One is to find out about the goals and priorities of the new Supervisor. Second is to provide the new Supervisor with the information necessary to understand the complex organization of the county system. The CAO, County Counsel and Board chair should be prepared to answer any and all questions with candor and authenticity. However, it is important for the Board chair, CAO, and COCO not to appear to be lecturing the new Supervisor or inferring a "our way or the highway" message. This is an opportunity to communicate the governance culture of the county and provide a systems and strategic overview.

**Second:** Reaching out. This is a time for individual members of the Board to extend a personal welcome to the new Supervisor. A personal note, email, or phone call is a very welcoming gesture and signals an openness and receptivity on the part of the Board. This is particularly important if a contested election created tension or outright hostility between individuals. It is here that incumbent Supervisors should suspend assumptions and preconceived notions regarding the new Supervisor(s).

**Third:** As soon as feasible, site visits should be arranged which will allow the CAO to introduce the new Supervisor to the staff at the county department level where the services are provided. It can be very invigorating for Supervisors to learn more directly about the work of staff at the services level.

For many this is the beginning of an entirely new perspective. This is also an opportunity for department heads and staff to meet and interact with the new Supervisor on a more informal manner than formal Board meetings.

**Fourth:** As soon as possible, the board should agendize an in-depth discussion meeting for the new Supervisor at a regular or special meeting with the full Board where all aspects of governance in the county can be explored. At this meeting, the new Supervisor should be given the opportunity to discuss and provide input into the shared core beliefs and values of the Board, the moral imperative, and the strategic goals. Most importantly this is when and where the members of the Board can actively listen to the new supervisor. Listening respectfully and empathetically may be the most important step the Board can take to bring a new supervisor into the positive governance culture of the board.

Just as in the case of the Board chair, CAO, and COCO's initial meeting, it is important that the Board not use this time to "lecture" the new Supervisor or in any way attempt to pressure him or her into "falling in line". This is where the Mono County Governance Handbook is so helpful. The Governance Handbook should be used as a guide for the discussion and time spent with the full Board and the new Supervisor discussing the Mono County governance principles, norms, protocols, and the role and responsibilities the Board. The value of this discussion is not just for the new Supervisors; it is also an opportunity for current Supervisors to revisit these same topics and recommit their support and for the public and other county staff to be reminded of county structures and protocols. At this time the CAO can review major issues that the board is currently addressing and challenges in the future.

It is also an opportunity to emphasize the importance of coherence and a unified governing Board. It should be made clear to new Supervisors that a unified Board with a shared moral imperative is not a lockstep, uniform Board. Divergent opinions and points of view are welcomed and encouraged. New Supervisors should understand that they are part of an important team and that their point of view will be woven into the fabric of the county's governance culture.

There are three additional points that new Supervisors need to keep in mind: (1) the necessity of compliance with applicable legal requirements such as the Public Records Act and the Brown Act; (2) the value of taking advantage of time, everything does not need to be done in the Supervisor's first year; and (3) the importance of identifying and avoiding conflicts of interest. An early lesson for new supervisors is realizing that they can never take off their board hat as long as they are on the Board. In everyone's mind, a Supervisor will always be a Supervisor and as such be privy to special information and have the ability to exercise power in the county.

Perhaps one of the most difficult challenges for new Supervisors is the realization that they do not, as individuals, have the authority to implement changes or "fixes" by themselves to the issues and challenge that motivated them to join the Board in the first place. They quickly realize that even though they were

elected as an individual they do not have legal authority to act alone but they must govern as a member of the Board and only the Board of Supervisors acting in a public meeting with a Board majority has the authority to take action. Therefore, their success as a Supervisor is completely dependent upon the success of the Mono County Board of Supervisors in carrying out its governance responsibilities.



## REGULAR AGENDA REQUEST

■ Print

MEETING DATE October 1, 2024

Departments: Human Resources

TIME REQUIRED 10 minutes

**SUBJECT** Amendment to Allocation List,

Underfilling one Management Analyst with an Office Manager, Adding one At-Will Staff Services Manager, Deleting one Supervising Staff Services Analyst and Moving one Senior Services Supervisor to Range

72, and Adding one Program

Manager - MCPE

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)

Proposed resolutions approving updates to the allocation list, reclassification of employees, and creation of new At-Will job classification.

#### **RECOMMENDED ACTION:**

Announce Fiscal Impact. Adopt the proposed resolutions, approving updates to the allocation list, reclassification of employees and creation of new At-Will job classification. Authorize the Board Chair to execute contracts on behalf of the County.

#### **FISCAL IMPACT:**

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

**CONTACT NAME:** Christine Bouchard

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov

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

Christine Bouchard

# MINUTE ORDER REQUESTED:

☐ YES 🔽 NO

# **ATTACHMENTS:**

Cli	ck to download
ם	<u>Staff Report</u>
D	Resolution
D	Staff Services Manager Job Description
D	Allison Shaw Resolution
ם	Allison Shaw Employment Agreement
D	Cathy Young Resolution
ם	Cathy Young Employment Agreement

# History

Time	Who	Approval
9/25/2024 3:40 PM	County Counsel	Yes
9/25/2024 3:49 PM	Finance	Yes
9/26/2024 11:58 AM	County Administrative Office	Yes

# **COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO** Sandra Moberly, MPA, AICP



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

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 BEHAVIORAL HEALTH Robin Roberts COMMUNITY DEVELOPMENT Wendy Sugimura **COUNTY CLERK-RECORDER** Oueenie Barnard COUNTY COUNSEL Christopher Beck ECONOMIC DEVELOPMENT Liz Grans "Interim" **EMERGENCY MEDICAL SERVICES** Bryan Bullock FINANCE Janet Dutcher, DPA, MPA, CGFM, CPA HEALTH AND HUMAN **SERVICES** Kathryn Peterson INFORMATION **TECHNOLOGY** Mike Martinez PROBATION Karin Humiston **PUBLIC WORKS** 

Paul Roten

To: **Board of Supervisors** 

From: Christine Bouchard, Assistant County Administrative Officer

Date: October 1, 2024

Amendment to Allocation List, underfilling one Management Analyst with an Office Manager, adding one At-Will Staff Services Manager, deleting one Supervising Staff Services Analyst and moving one Senior Services Supervisor to Range 72, and adding one Program Manager - MCPE.

# Strategic Plan Focus Area(s) Met

☐ A Thriving Economy Function	⊠ S	afe and Healthy Communities	Mandated
Sustainable Public La	nds		Excellence

#### Discussion

The Mono County Human Resources Division is proposing amendments to the allocation list and other departmental changes as outlined below:

- 1. CAO's Office: Underfilling the Management Analyst position with an Office Manager position at Range 110, and appointing Allison Shaw to this role. Allison is currently an Administrative Services Specialist in the MCPE Bargaining Unit and will transition to an At-Will position.
- 2. **Health and Human Services Agency**: Creating a new Staff Services Manager position, eliminating one Supervising Staff Services Analyst position, and promoting Cathy Young to the new role. Cathy, currently in the MCPE Bargaining Unit, will move into the newly created At-Will position. A desk audit conducted by Human Resources staff confirmed this is the appropriate position based on her current duties.
- 3. Health and Human Services Agency: Deleting one Supervising Staff Services Analyst position and reclassifying one Senior Services Supervisor position to Range 72, Step A (previously in Range 63). Human Resources conducted an audit of the job responsibilities and determined that this reclassification is better aligned with the job duties.
- 4. Behavioral Health Department: Adding an MCPE Program Manager position and assigning Lauren Plum to this new role. A desk audit conducted by Human Resources staff determined this position is appropriate for Ms. Plum.



# 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 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 Supervising Staff Services Analyst salary range AT-Will 122 (new total: Zero),

Add the allocation of one full-time permanent Staff Services Manager salary range AT-Will 117 (new total: One),

Add the allocation of one full-time permanent Senior Services Supervisor salary range 72 MCPE (new total: One),

Eliminate the allocation of one full-time permanent Senior Services Supervisor salary range 63 MCPE (new total: Zero),

Add the allocation of one full-time Program Manager, Behavioral Health salary range MCPE 82,

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



# **Staff Services Manager**

FLSA:	Bargaining Unit/Contract:	Reports to:
Exempt	AT-Will	Department Head
Location:	Salary/Level:	Position Type:
Bridgeport/Mammoth Lakes	117	Full-Time
EEO Category:	BOS approval Date:	Last Revision:
1	TBD	05/2024

# About the role

Under general direction, the Staff Services Manager, manages, supervises and administers one or more department-wide staff services functions; plans, organizes, directs, and controls functional activities pertaining to general, fiscal, and/or personnel services; performs highly advanced and complex analytical duties in support of the assigned function(s); and performs related duties as assigned.

#### **DISTINGUISHING CHARACTERISTICS**

Incumbents are responsible for managing and administering several staff services functions. The position supervises subordinate clerical, technical, and/or professional staff. This position is characterized by its functional management responsibilities over an administrative area and providing subject-matter expertise based upon a highly specialized knowledge, skills and abilities.

# **CLASSIFICATIONS SUPERVISED:**

Responsibilities include direct supervision over assigned staff.

#### **EESSENTIAL DUTIES AND RESPONISBILITIES**

- 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.
- Plans, directs, and manages the activities of a staff services functional area with departmentwide scope and impact
- Provides guidance and technical direction to management, supervisors, and subordinate staff;
   serves as a highly skilled subject matter expert in areas of assignment
- o Plans, directs, and manages the collection and analysis of data; makes recommendations on the formulation of policy and procedures, as well as staffing and organizational changes
- Plans, directs, and manages the implementation of surveys; directs and/or performs research and statistical analysis on complex administrative, fiscal, personnel, and/or programmatic matters
- o Plans, directs, and manages the design, analysis, development, and implementation of new and revised programs, systems, software, procedures, methods of operation, and forms
- o Plans, directs, and manages the preparation of budgets, reports, manuals, and/or publications

Revision: 05/2024 Page **1** of **5** 

- O Supervises the work of clerical, technical, and/or professional analyst staff; assigns work, establishes work priorities and performance standards, and provides feedback to subordinates
- o Conducts a variety of analytical and operational studies regarding departmental activities; evaluates alternatives, makes recommendations for improvement; and assists with the implementation of procedural, administrative, and/or operational changes after approval
- o Prepares narrative and statistical reports, correspondence, spreadsheets, and graphics
- Assists in the management of the department by evaluating existing and proposed organization, policies and procedures; consulting with and advising department personnel; making recommendations and directing, reviewing, and evaluating the implementation of changes
- o Directs the maintenance of complete and accurate fiscal, personnel, payroll and related records, and ensures timely completion
- o Participates in the establishment of strategic short-term and long-range program planning
- Coordinates, monitors, and directs the acquisition, allocation, and use of equipment, supplies, telecommunication systems, and forms, conducts research and develops procedures to improve efficiency and cost effectiveness, and monitors expenditures
- Conducts studies, evaluates, and prepares reports on departmental and assigned division operations including procedures, systems, space requirements, organizational structure, expenditure of funds and types and effectiveness of equipment
- o Drafts, reviews, and analyzes existing and proposed policies, rules, regulations, legislation, and ordinances affecting unit area, recommends and implements changes as needed
- o Plans, directs, and manages activities to meet department-wide training and development needs
- Plans, directs, and manages the development and/or coordination of resources for departmentwide training and staff development including workshops, college coursework, training programs, and on-the-job training sessions
- Evaluates department training needs, designs, and delivers in-service training, evaluates effectiveness Coordinates department participation in countywide training program
- Ensures effective coordination of assigned activities with other departments, divisions, units, and outside agencies; represents the department head in committee meetings; responds to the more sensitive and difficult complaints and requests for information
- o Interviews, selects, and makes hiring recommendations of assigned staff
- o Serves as the department personnel officer with department-wide responsibility for administering personnel and payroll functions
- o Participates in appropriate recruitment and selection programs
- o Performs a variety of recruitment efforts in coordination with County Human Resources and advises departmental managers and supervisors on selection and placement of employees
- o Prepares forecasts of departmental staff needs and provides advice, direction, and information to department managers and supervisors on a variety of human resource related matters
- Supervises the maintenance of department personnel records, including hires, terminations, promotions, and other personnel data
- May direct the work of assigned professional and support staff on a project or day-to-day basis
- o Perform related duties as required

Revision: 05/2024 Page **2** of **5** 

# **DESIREABLE QUALIFICATIONS**

- o Principles and practices of management in a public agency departmental setting
- Principles and practices of employee supervision, including selection, work planning, organization,
  - o performance review and evaluation, and employee training and discipline
- o Principles of management analysis and organizational design necessary to formulate administrative policies and procedures
- Basic county government rules and responsibilities and functions, terminology and practices of the department to which assigned
- o Principles of organization, administrative, and fiscal management
- o Principles of program planning and evaluation
- o Principles, problems, and methods of public and business administration, including organization, personnel, fiscal, management, and budgetary control
- Computer applications related to the work, including spreadsheets and basic methods of graphic
- o presentation, word processing, and electronic mail
- o Techniques and methods of organizing and motivating groups
- Principles and methods of strategic planning
- o Governmental functions and organization
- o Effective leadership and team building principles
- o Effective communication, facilitation methods, and aids used for training programs and presentations
- o Personnel management principles and techniques, including interviewing, selection, training, supervision, evaluation, motivation, discipline, and staff development
- o Principles and methods for investigating and resolving grievances and complaints
- Principles and practices of public sector labor relations administration including interpretation and application of negotiated agreements, collective bargaining, employer-employee relations practices, meet and confer obligations, and progressive discipline.
- Principles and practices of public administration and human resources as applied to departmental administration, including payroll and personnel processing and basic labor relations
  - concepts

# **Ability to:**

- Plan, organize, direct, control, and review the work of staff and activities of a department-wide staff services function
- Administer and perform highly complex activities associated with department-wide personnel, general analysis, and other administrative areas
- Analyze data and present ideas and information effectively
- o Identify problems and central issues and develop workable solutions
- Consult with and advise executive staff, managers, and supervisors on a wide variety of matters
- Participate in strategic planning activities to recommend and implement organizational changes and improvements

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- Analyze complex organizational problems, evaluate and select alternatives, identify potential consequences of proposed actions, and implement recommendations in support of departmental objectives
- Analyze system requirements, design solutions and implement processes and communicate with users who have no technical data processing background
- Analyze situations accurately and initiate appropriate action
- o Supervise subordinate staff, including planning, organizing, coordinating, and reviewing all work
- o Select, train, evaluate, and manage the performance of subordinate staff
- o Consult with and coordinate the administrative requirements of different department staff members
- Effectively counsel employees on work errors or deficiencies and take appropriate disciplinary actions as necessary
- o Prepare clear, concise, accurate, and effective correspondence, presentations; statistical, and narrative reports; policies, procedures, and other written materials
- Speak effectively and convey ideas clearly while facilitating group discussions and training sessions
- o Understand, interpret, apply, and explain complex laws, rules, and regulations as they relate to assigned areas of responsibility
- o Assess the customer's immediate needs and ensure customer's receipt of needed services through personal service or making appropriate referral
- o Effectively represent the department to other departments and agencies and before public bodies, and secure willing cooperation of operating officials
- Establish and maintain effective working relationships with a variety of department staff
- Exercise judgment, tact, and diplomacy with a variety of political, social, economic groups in a variety of situations relative to a variety of issues
- Work independently in identifying the need for and developing proposed changes to operating practices, programs, and policies

# 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:

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:

One (1) year of full-time experience as a Supervising Staff Services Analyst; Two (2) years of full-time experience as a Staff Services Analyst III; Three (3) years of full-time experience as a Staff Services Analyst II; Graduation from an accredited college or university with a bachelor's degree; and four (4) years of full-time professional experience performing general administration, personnel, and/or fiscal work.

Progressively responsible professional experience performing analytical duties (which require considerable independence performing, compiling, organizing and evaluating information and prepared reports) is desirable.

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#### **Education:**

A bachelor's degree in public policy, public administration, or business administration is desirable.

# TYPICAL PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. Reasonable accommodation will be made for individuals on a case-by-case basis.

# **TYPICAL WORKING CONDITIONS**

Work is performed in office environment; frequent driving to different locations throughout the County; continuous contact with other staff and the public.

# **SPECIAL REQUIREMENTS**

Possession of a valid California driver's license.

Revision: 05/2024 Page **5** of **5** 



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DESOLUTION NO D24

# **RESOLUTION NO. R24-**

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF EMPLOYMENT OF ALLISON SHAW

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 Allison Shaw, 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 Allison Shaw. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County. **PASSED AND ADOPTED** this 1st day of October 2024, by the following vote: **AYES: NOES: ABSTAIN: ABSENT:** ATTEST: Clerk of the Board John Peters, Chair **Board of Supervisors** APPROVED AS TO FORM: COUNTY COUNSEL

# AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT OF ALLISON SHAW, AS OFFICE MANAGER FOR MONO COUNTY

This Agreement is entered into by and between Allison Shaw and the County of Mono (hereinafter "County").

# I. RECITALS

Allison Shaw (hereinafter "Ms. Shaw") is currently employed by County as its Administrative Services Specialist to the County Administrative Officer's ("CAO") office. The County now wishes to employ Ms. Shaw in the at-will position of Office Manager for the CAO's office in accordance with the terms and conditions set forth in this Agreement. Ms. Shaw wishes to accept employment with the County on said terms and conditions.

# II. AGREEMENT

- 1. This Agreement shall commence October 1, 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. Shaw shall be employed by Mono County as its Office Manager for the CAO's office, serving at the will and pleasure of the CAO. Ms. Shaw accepts such employment. The CAO shall be deemed the "appointing authority" for all purposes with respect to Ms. Shaw's employment. The CAO and Ms. Shaw will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Shaw's work. Ms. Shaw's job performance and progress towards achieving the agreed-upon goals shall be evaluated by the CAO 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. Shaw's salary shall be Range 110, Step A 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. Shaw 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. Shaw 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. Shaw's October 1, 2024 start date. Ms. Shaw understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Ms. Shaw's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Shaw 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. Shaw'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. Shaw'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 CAO.
- 7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Shaw 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. Shaw's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
- 8. Ms. Shaw 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. Shaw 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. Shaw'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. Shaw's employment, the CAO may terminate Ms. Shaw'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. Shaw 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. Shaw's employment.
- 10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Shaw's employment under this Agreement, Ms. Shaw 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. Shaw shall not be entitled to any severance pay in the event that the CAO 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. Shaw 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. Shaw 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. Shaw 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. Shaw, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Shaw'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. Shaw'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. Shaw'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. Shaw 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. Shaw is convicted of a crime involving abuse of office or position.

- 14. Ms. Shaw acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Shaw further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
- 15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to Docusign or similar service, shall be deemed as valid and as enforceable as an original.

# III. EXECUTION:

This Agreement is executed by the parties this 1st day of October, 2024.

EMPLOYEE	THE COUNTY OF MONO	
Allison Shaw	John Peters, Chair Board of Supervisors	
APPROVED AS TO FORM:		
COUNTY COUNSEL		



# **RESOLUTION NO. R24-**

# A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF EMPLOYMENT OF CATHLEEN YOUNG

**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 Cathleen Young, 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 Cathleen Young. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 1st day of October 2024, by the following vote:

AYES:			
NOES:			
ABSTAIN:			
ABSENT:			
ATTEST:	Clerk of the Board	John Peters, Chair	
	Clerk of the Board	Board of Supervisors	
APPROVED	AS TO FORM:		
COUNTY CO	DUNSEL		

# AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT OF CATHLEEN YOUNG AS STAFF SERVICES MANAGER FOR MONO COUNTY

This Agreement is entered into by and between Cathleen Young and the County of Mono (hereinafter "County").

# I. RECITALS

Cathleen Young (hereinafter "Ms. Young") is currently employed by County as its Supervising Staff Services Analyst for the Health and Human Services ("HHS") department. The County now wishes to employ Ms. Young in the at-will position of Staff Services Manager for HHS in accordance with the terms and conditions set forth in this Agreement. Ms. Young wishes to accept employment with the County on said terms and conditions.

# II. AGREEMENT

- 1. This Agreement shall commence October 1, 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. Young shall be employed by Mono County as its Staff Services Manager for HHS, serving at the will and pleasure of the Director of HHS. Ms. Young accepts such employment. The Director of HHS shall be deemed the "appointing authority" for all purposes with respect to Ms. Young's employment. The Director of HHS and Ms. Young will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Young's work. Ms. Young's job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of HHS 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. Young's salary shall be Range 117, Step A 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. Young 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. Young 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. Young's October 1, 2024 start date. Ms. Young 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. Young's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Young 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. Young'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. Young'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 Director of HHS.
- 7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Young 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. Young's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
- 8. Ms. Young 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. Young 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. Young'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. Young's employment, the Director of HHS may terminate Ms. Young'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. Young 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. Young's employment.
- 10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Young's employment under this Agreement, Ms. Young 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. Young shall not be entitled to any severance pay in the event that the Director of HHS 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. Young 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. Young 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. Young 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. Young, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Young'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. Young'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. Young'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. Young 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. Young is convicted of a crime involving abuse of office or position.

- 14. Ms. Young acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Young 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:

Tims rigreement is enceated by the	parties this 1st day of Scisson, 2021.
EMPLOYEE	THE COUNTY OF MONO
Cathleen Young	John Peters, Chair Board of Supervisors
APPROVED AS TO FORM:	

This Agreement is executed by the parties this 1st day of October 2024

**COUNTY COUNSEL** 



■ Print

MEETING DATE October 1, 2024

TIME REQUIRED

SUBJECT Closed Session: Real Property

Negotiations

PERSONS
APPEARING
BEFORE THE
BOARD

# **AGENDA DESCRIPTION:**

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

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

ECOMMENDED ACTION:
ISCAL IMPACT:
ONTACT NAME: HONE/EMAIL: /
END COPIES TO:
INUTE ORDER REQUESTED:  YES IN NO
TTACHMENTS:
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lo Attachments Available

# History

TimeWhoApproval9/10/2024 11:14 AMCounty CounselYes9/24/2024 12:39 PMFinanceYes9/24/2024 3:39 PMCounty Administrative OfficeYes



■ Print

MEETING DATE	October 1,	2024
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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

TimeWhoApproval9/17/2024 2:27 PMCounty CounselYes9/24/2024 12:40 PMFinanceYes9/24/2024 3:38 PMCounty Administrative OfficeYes



Print

MEETING DATE October 1, 2024

TIME REQUIRED

SUBJECT

Closed Session - Labor Negotiations

Closed Session - Labor Negotiations

APPEARING
BEFORE THE
BOARD

#### **AGENDA DESCRIPTION:**

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

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

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  YES NO
ATTACHMENTS:
Click to download
No Attachments Available

#### History

Time	Who	Approval
9/10/2024 11:13 AM	County Counsel	Yes
9/4/2024 2:21 PM	Finance	Yes
9/16/2024 8:46 AM	County Administrative Office	Yes



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<b>MEETING DATE</b> October 1, 20	റാ

TIME REQUIRED

**SUBJECT** Closed Session - Public Employee

Evaluation

PERSONS APPEARING BEFORE THE BOARD

# **AGENDA DESCRIPTION:**

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

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

RECOMMENDED ACTION:
FISCAL IMPACT:
CONTACT NAME: PHONE/EMAIL: /
SEND COPIES TO:
MINUTE ORDER REQUESTED:  YES NO
ATTACHMENTS:
Click to download
No Attachments Available

#### History

TimeWhoApproval9/10/2024 11:14 AMCounty CounselYes3/27/2024 9:48 AMFinanceYes9/16/2024 8:46 AMCounty Administrative OfficeYes