



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

### Regular Meeting October 8, 2019

---

#### TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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). 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 (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

***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

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.)

**2. RECOGNITIONS**

**A. Employee Service Award Ceremony**

Departments: CAO

1 hour, 15 minutes

(Steve Barwick, CAO) - Presentation by the Board of Supervisors, Steve Barwick, and Managers to Mono County employees, celebrating years of service to the County.

**Recommended Action:** Present awards, gratitude and congratulations to employees who have earned awards for years of service and dedication to the County.

**Fiscal Impact:** The cost of the awards is included in the CAO budget.

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

**5. CONSENT AGENDA**

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

**A. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 8/31/2019.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 8/31/2019.

**Fiscal Impact:** None

**B. Transfer of Surplus Vehicles to Special Districts**

Departments: Public Works - Fleet

Transfer of 4 surplus vehicles (3 Ford Expeditions and one Ambulance) to Mono County Special Districts.

**Recommended Action:**

1. Requests from the White Mountain Fire Protection District to purchase a surplus 2010 Ford Expedition (Unit 0718); from the June Lake Fire Department to

purchase a surplus 2011 Ford Expedition (Unit 0738); from Lee Vining Fire Protection District to purchase a surplus 2013 Ford Expedition (0763); and from the Inyo County Special Enforcement Detail (a regional unit that responds to high-risk incidents in both Inyo and Mono Counties) to purchase a surplus 2009 Ford F-350 Ambulance (Unit 0885), from the Mono County Motor Pool, for \$50 each.

2. Find that Unit 718 (2010 Ford Expedition V.I.N.1FMJU1G52AEB20852 / MILES 160,802) is in good condition but is excess and/or unneeded property.
3. Find that Unit 738 (2011 Ford Expedition V.I.N.1FMJU1G51BEF33749 / MILES 185,400) is in good condition but is excess and/or unneeded property.
4. Find that Unit 763 (2013 Ford Expedition V.I.N.1FMJUG59DEF27667 / MILES 176,161) is in good condition but is excess and/or unneeded property.
5. Find that Unit 885 (2009 Ford F-350 Ambulance V.I.N.1FDWF37R9EA94193 / MILES 103,287) is in good condition but is excess and/or unneeded property.
6. Authorize the Public Works Director, in consultation with County Counsel, to prepare, process, and execute applicable documents on behalf of Mono County to transfer the above vehicles as described to the respective Districts.

**Fiscal Impact:** If sold at auction, the vehicles could yield as much as \$6,000 each for the Expeditions, and approximately \$3,500 for the ambulance, for an approximate total of \$21,500 of unrealized revenue into the Motor Pool.

**C. Amendment to Contract with Baxter for Custodial, Snow Removal, and Campground Management Services**

Departments: Public Works

(Joe Blanchard) - Proposed contract amendment extending the term and making other minor changes to the scope of work of the County's existing contract with Baxter's for the provision of custodial, snow removal, and other facilities/site management services in remote areas of the County through October 31, 2021.

**Recommended Action:** Review and approve first amendment to agreement with Baxter's for the performance of certain custodial, snow removal, and campground and community center site management services; authorize County Administrative Officer to execute proposed first amendment; provide any desired direction to staff.

**Fiscal Impact:** Continuing costs of approximately \$100,000 per year to the Public Works Department, Facilities Division Budget.

**D. Amendment to Allocation List - Clinical Program Manager**

Departments: Behavioral Health

Proposed resolution to add position of Clinical Program Manager to Allocation List for Behavioral Health

**Recommended Action:** Adopt proposed resolution R19-\_\_\_, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add the position of Clinical Program Manager in the department of

Behavioral Health.

**Fiscal Impact:** This position will be paid for from three funding streams at Behavioral Health: Substance Use Realignment, Mental Health Realignment, and Mental Health Services Act funds. Salary: \$78,034. Benefits: \$53,868 The annual total is \$131,902. The cost of the position is not included in the FY 2019-20 budget. The department has budget savings and the cost of the position will be included in the mid-year budget request.

**E. Amendment to Allocation List - Deputy Probation Officer V**

Departments: Probation

A Deputy Probation Officer IV has completed all training and experience requirements and is eligible for promotion to Deputy Probation Officer V.

**Recommended Action:** Consider and potentially adopt Resolution No. 19-\_\_\_\_\_, Authorizing the County Administrative Officer to amend the County of Mono list of Allocated Positions to reflect the removal of one Deputy Probation Officer IV position and the addition of one Deputy Probation Officer V position.

**Fiscal Impact:** The Probation Department's Fiscal Year 2019 – 2020 adopted budget includes the additional appropriations of \$7567, the annual cost of this promotion.

**F. Amendment to Allocation List - Operations Supervisor**

Departments: District Attorney

Mono County District Attorney is requesting to create an "at will" position for an Operations and Programming Supervisor within the Office of the District Attorney. The creation of this position will replace the current Administrative Services Specialist position in the Mammoth Lakes Branch of the Office of the District Attorney. There will be no General Fund impact.

**Recommended Action:** Approve the position of Operations and Programming Supervisor within the Office of the District Attorney; Request the CAO to modify the current allocation list to reflect this change. All funding for the position is from the District Attorney's Victim/Witness Grant and the District Attorney's CalMet Budget. By request from the Finance Department those budgets will be modified during mid-year budget review.

**Fiscal Impact:** No fiscal impact at this time until an at-will contract is approved, assuming this agenda item to add the new position is approved.

**6. CORRESPONDENCE RECEIVED**

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

**A. Agricultural Commissioner's Office Department Update October 2019**



October 2019 Department Update from the Inyo and Mono Counties Agricultural Commissioner's Office.

**B. Mammoth Lakes Fire Safe Council (MLFSC) Updated Request**

A letter from the MLFSC updating the Board on the progress of the Lakes Basin Hazardous Fuels Reduction Project.

**C. Governor's Proclamation of the Primary Presidential Election**

A proclamation by the Governor of the State of California that the Presidential Primary Election will be held throughout the state on Tuesday, March 3, 2020.

**7. REGULAR AGENDA - MORNING**

**A. Community Center Policy and Fee Update**

Departments: Risk Management and Public Works

PUBLIC HEARING: 10:00 AM - 15 minutes (5 minute presentation; 10 minute discussion)

(Stacey Simon and Tony Dublino) - Public hearing and proposed resolution updating the County's community center use policies and fees in order to: decrease fee for use of the Crowley Community Center from \$200 to \$100 (with kitchen) and from \$150 to \$75 (without kitchen) per use; establish an earlier event closing time at the Crowley Lake Community Center (from 10:00 p.m. to 9:00 p.m.); to allow waiver of security deposits for specified nonprofit and/or governmental organizations; to increase fees for certain multi-day events; and to make assorted administrative/clarifying changes.

**Recommended Action:** Adopt proposed resolution R19-\_\_\_\_, superseding and replacing Resolution R09-08 setting forth revised policies and fees for the use of County Community Centers. Provide any desired direction to staff.

**Fiscal Impact:** The reduction in fees charged for the Crowley Community Center will decrease community center revenues by \$75.00 (or \$100 if the kitchen is used) for each use of the Crowley Community Center. The change in fees charged for multi-day events will result in an increase of \$50.00 per additional day for consecutive-day events and \$75.00 (or \$100.00 with kitchen) per use for repetitive weekly events lasting more than 12 weeks.

**B. Mono County Cemeteries Update**

Departments: Public Works

10 minutes

(Joe Blanchard/Pam Smitheman) - Presentation and update by Mono County Public Works regarding current efforts to improve County cemetery management and

funding, including revisions to cemetery policies and changes to the funding approach to the Cemetery Enterprise Fund.

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

**Fiscal Impact:** None.

**C. CARB Vehicle Replacement Update**

Departments: Public Works

10 minutes

(Tony Dublino) - Update on the progress and status of Mono County's efforts to comply with the California Air Resources Board's (CARB) diesel engine emission regulations.

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

**Fiscal Impact:** None.

**D. 2018 – 2019 Information Security Briefing**

Departments: Information Technology

10 minutes (5 minute presentation; 5 minute discussion)

(Nate Greenberg, IT Director) - Update on the results of the 2018-2019 NCSR, overview the work that has been done in the past year around information security, and provide an indication for the road ahead.

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

**Fiscal Impact:** None.

**E. Election Update**

Departments: Elections

15 minutes

(Shannon Kendal) - Receive general update about elections and the upcoming Presidential Primary Election which will be held on March 3, 2020.

**Recommended Action:** None. Informational Only.

**Fiscal Impact:** None.

**F. Public Safety Power Shutoff - County Response**

Departments: Information Technology / Sheriff

30 minutes (15 minute presentation; 15 minute discussion)

(Nate Greenberg / Ingrid Braun) - Mono County staff have been working closely with

Southern California Edison to develop a set of internal practices and resources to assist with planning and response to Public Safety Power Shutoff events. These include, but are not limited to, developing business continuity plans, better understanding staffing needs and labor policies, coordinating around major work assignments, streamlining communication plans, and deploying technology resources such as GIS to better understand and manage. While much of this work is still in progress and will evolve over time and with changing conditions and needs, this item intends to daylight much of the work done to date and allow for conversation around next steps and the road ahead.

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

**Fiscal Impact:** None.

**8. 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.)

**9. CLOSED SESSION**

**A. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Steve Barwick, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**B. Closed Session - Public Employment**

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

**C. Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 172 Davison Street, Mammoth Lakes. Agency negotiators: Stacey Simon, Jenn Lopez, Erik Ramakrishnan. Negotiating parties: County and Silver State Investors. Under negotiation: Price and Terms of sale.

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

**10. 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.)

**11. REGULAR AGENDA - AFTERNOON**

**A. Demolition or Sale of Property at 71 Davison Street, Mammoth Lakes**

Departments: Public Works, CAO, Behavioral Health

30 minutes

(Steve Barwick, Robin Roberts, Tony Dublino, ) - The County owns real property developed with residential structures at 71 Davison Road in Mammoth Lakes. The property is unsafe as a result of a collapsed roof and the presence of asbestos. The property was poised to be sold to a private developer this Summer, who would then demolish the structure. The County fenced off the property following roof collapse. The fencing must now be removed in anticipation of snow and, as described in the attached materials, it is uncertain whether the sale will be finalized. Immediate action is required to protect the public and the environment.

**Recommended Action:**

Take one of the following actions:

**1. Immediate Demolition of Structure**

a) Adopt proposed resolution R19-\_\_\_, Finding that conditions of emergency require the immediate removal of the structure located at 71 Davison Road in Mammoth Lakes without the delay resulting from a competitive solicitation for bids; finding that the sale is exempt from review under the California Environmental Quality Act pursuant to Sections 15269, 15359, 15302, 15303 and 15332 of the California Environmental Quality Act Guidelines; delegating authority to the Public Works Director to procure the equipment, services, supplies and/or permits necessary to remove the structure, without giving notice for bids to let contracts; and approving budget adjustment to allocate \$175,000 from the Affordable Housing Reserve to pay the costs to remove the structure. (4/5 vote required); **or**

**2. Immediate Sale of Property for Redevelopment**

Adopt proposed resolution R19-\_\_\_, Approving the sale of 71 Davison Road (APN 031-041-020-000) in the Town of Mammoth Lakes pursuant to Government Code Section 25539.4, authorizing the County Administrative Officer to execute a purchase and sale agreement and regulatory agreement with Silver State Investors, LLC, and finding that the sale is exempt from review under the California Environmental Quality Act pursuant to Sections 15061 And 15303 of the California Environmental Quality Act Guidelines.

**Fiscal Impact:**

**Option 1 (Demolition):** \$175,000 from the Affordable Housing Reserve. The Reserve has a current balance of \$400,000.

**Option 2 (Sale):** Revenue of \$1,000.

**B. Proposed sale of 40 Willow Ave., Birch Creek No. 5, June Lake, CA for use**

**as transitional housing**

Departments: Social Services, County Counsel

15 Minutes

(Kathy Peterson, Director of Social Services) - Proposed sale of condominium located at 40 Willow Ave., Birch Creek No. 5, June Lake, CA, to Inyo Mono Advocates for Community Action ("IMACA"), with deed restrictions mandating use of property for transitional housing purposes.

**Recommended Action:** Adopt proposed resolution R19-\_\_\_, Approving sale of 40 Willow Avenue, Unit No.5, June Lake (APN 016-195-005-000) pursuant to Government Code Section 26227, authorizing the County Administrative Officer to execute a purchase and sale agreement and regulatory agreement with Inyo Mono Advocates for Community Action, Inc., and finding that sale is exempt from review under the California Environmental Quality Act pursuant to Sections 15061 and 15301 of CEQA Guidelines.

**Fiscal Impact:** Sale proceeds of \$155,000 (less closing costs) plus \$5,000 to be set aside to pay for ongoing monitoring responsibilities.

**12. BOARD MEMBER REPORTS**

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

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 8, 2019

**Departments: CAO**

**TIME REQUIRED** 1 hour, 15 minutes

**PERSONS APPEARING BEFORE THE BOARD** Steve Barwick, CAO

**SUBJECT** Employee Service Award Ceremony

---

### AGENDA DESCRIPTION:

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

Presentation by the Board of Supervisors, Steve Barwick, and Managers to Mono County employees, celebrating years of service to the County.

---

### RECOMMENDED ACTION:

Present awards, gratitude and congratulations to employees who have earned awards for years of service and dedication to the County.

---

### FISCAL IMPACT:

The cost of the awards is included in the CAO budget.

---

### CONTACT NAME:

**PHONE/EMAIL:** /

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

---

### History

Time	Who	Approval
10/3/2019 10:23 AM	County Administrative Office	Yes
6/26/2019 11:43 AM	County Counsel	Yes
8/5/2019 4:29 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 8, 2019

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT**            Monthly Treasury Transaction Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 8/31/2019.

---

### RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 8/31/2019.

---

### FISCAL IMPACT:

None

---

**CONTACT NAME:** Gerald Frank

**PHONE/EMAIL:** 7609325483 / gfrank@mono.ca.gov

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES    NO

---

### ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 8/31/2019](#)

---

### History

Time	Who	Approval
10/4/2019 3:32 PM	County Administrative Office	Yes
10/1/2019 12:59 PM	County Counsel	Yes
9/25/2019 3:54 PM	Finance	Yes



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2019, End Date: 8/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	8/1/2019	710571DS6	249,000.00	Peoples Bank Newton NC 2 7/31/2024	99.70	248,253.00	13.64	2.06	248,266.64
Buy	8/13/2019	15721UDA4	249,000.00	CF Bank 2 8/13/2024	100.00	249,000.00	0.00	2.00	249,000.00
Buy	8/16/2019	740367HP5	249,000.00	Preferred Bank LA Calif 2 8/16/2024	100.00	249,000.00	0.00	2.00	249,000.00
Buy	8/19/2019	128829AE8	247,000.00	Caldwell Bank & Trust Company 1.95 8/19/2024	100.00	247,000.00	0.00	1.95	247,000.00
Buy	8/23/2019	938828BJ8	249,000.00	Washington Federal Bank 2.05 8/23/2024	100.00	249,000.00	0.00	2.05	249,000.00
Buy	8/23/2019	75472RAE1	247,000.00	Raymond James Bank, NA 2 8/23/2024	100.00	247,000.00	0.00	2.00	247,000.00
Buy	8/23/2019	33766LAJ7	249,000.00	Firstier Bank 1.95 8/23/2024	100.00	249,000.00	0.00	1.95	249,000.00
Buy	8/30/2019	14042TCB1	245,000.00	Capital One Bank USA NA 2 8/21/2024	100.00	245,000.00	120.82	2.00	245,120.82
<b>Subtotal</b>			<b>1,984,000.00</b>			<b>1,983,253.00</b>	<b>134.46</b>		<b>1,983,387.46</b>
Deposit	8/19/2019	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	8/30/2019	CAMP60481	316.46	California Asset Management Program LGIP	100.00	316.46	0.00	0.00	316.46
Deposit	8/30/2019	LAIF6000Q	750,000.00	Local Agency Investment Fund LGIP	100.00	750,000.00	0.00	0.00	750,000.00
Deposit	8/30/2019	FIT	245,000.00	Funds in Transit Cash	100.00	245,000.00	0.00	0.00	245,000.00
Deposit	8/30/2019	OAKVALLEY0670	9,840.77	Oak Valley Bank Cash	100.00	9,840.77	0.00	0.00	9,840.77
Deposit	8/31/2019	OAKVALLEY0670	16,311,076.82	Oak Valley Bank Cash	100.00	16,311,076.82	0.00	0.00	16,311,076.82
<b>Subtotal</b>			<b>19,316,234.05</b>			<b>19,316,234.05</b>	<b>0.00</b>		<b>19,316,234.05</b>
<b>Total Buy Transactions</b>			<b>21,300,234.05</b>			<b>21,299,487.05</b>	<b>134.46</b>		<b>21,299,621.51</b>
<b>Interest/Dividends</b>									
Interest	8/1/2019	796711C56	0.00	San Bernardino City CA SCH Dist 4 8/1/2020		0.00	7,900.00	0.00	7,900.00
Interest	8/1/2019	84485EAE7	0.00	Southwest Financial Federal CU 3.15 2/26/2021		0.00	666.16	0.00	666.16
Interest	8/1/2019	54473ENR1	0.00	Los Angeles Cnty Public Wks 6.091 8/1/2022-10		0.00	15,227.50	0.00	15,227.50
Interest	8/1/2019	LOAN2017	0.00	Mono County 2.5 8/1/2022		0.00	1,996.21	0.00	1,996.21
Interest	8/1/2019	459200HG9	0.00	International Business Machine Corp 1.875 8/1/2022		0.00	4,687.50	0.00	4,687.50
Interest	8/1/2019	513802EB0	0.00	Lancaster Ca Redev Agy 2.08 8/1/2019		0.00	3,900.00	0.00	3,900.00
Interest	8/1/2019	798170AF3	0.00	San Jose RDA Successor Agency 2.828 8/1/2023		0.00	4,312.70	0.00	4,312.70





## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2019, End Date: 8/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/1/2019	513802CE6	0.00	LANCASTER REDEV AGY A 2.125 8/1/2021		0.00	6,959.38	0.00	6,959.38
Interest	8/1/2019	92603PEP3	0.00	Victor Valley CA Cmnty Clg Dist 1.324 8/1/2019		0.00	1,820.50	0.00	1,820.50
Interest	8/1/2019	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	8/1/2019	369674AX4	0.00	GE Credit Union 3 8/31/2020		0.00	634.44	0.00	634.44
Interest	8/1/2019	420507CF0	0.00	HAWTHORNE CA CTFS 2.096 8/1/2019		0.00	2,620.00	0.00	2,620.00
Interest	8/1/2019	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	624.25	0.00	624.25
Interest	8/1/2019	92603PEQ1	0.00	Victor Valley CA Cmnty Clg Dist 1.676 8/1/2020		0.00	2,178.80	0.00	2,178.80
Interest	8/1/2019	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	676.27	0.00	676.27
Interest	8/1/2019	769059XS0	0.00	Riverside Unified School District-Ref 1.94 8/1/202		0.00	3,734.50	0.00	3,734.50
Interest	8/3/2019	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	332.93	0.00	332.93
Interest	8/5/2019	31926GAL4	0.00	First Bank of Greenwich 3 11/8/2020		0.00	626.79	0.00	626.79
Interest	8/5/2019	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	592.14	0.00	592.14
Interest	8/5/2019	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	297.26	0.00	297.26
Interest	8/9/2019	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	8/9/2019	319141HD2	0.00	First Bank of Highland 2.2 8/9/2022		0.00	2,672.85	0.00	2,672.85
Interest	8/9/2019	037833AY6	0.00	Apple Inc 2.15 2/6/2022-15		0.00	5,375.00	0.00	5,375.00
Interest	8/10/2019	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	8/10/2019	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	426.57	0.00	426.57
Interest	8/11/2019	742718EU9	0.00	Procter & Gamble Co 2.15 8/11/2022-17		0.00	5,375.00	0.00	5,375.00
Interest	8/11/2019	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	332.93	0.00	332.93
Interest	8/12/2019	666496AB0	0.00	Northland Area Federal Credit Union 2.6 2/13/2023		0.00	3,158.82	0.00	3,158.82
Interest	8/12/2019	43733LBF3	0.00	Home Savings Bank UT 2.85 2/12/2024		0.00	3,476.69	0.00	3,476.69
Interest	8/12/2019	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	8/13/2019	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	8/13/2019	32100LBY0	0.00	First Missouri State Bank 2.85 8/14/2023		0.00	3,476.69	0.00	3,476.69



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2019, End Date: 8/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/13/2019	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	8/14/2019	88563LAG2	0.00	Three Rivers Federal Credit Union 2.8 11/14/2019		0.00	592.14	0.00	592.14
Interest	8/14/2019	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	551.42	0.00	551.42
Interest	8/15/2019	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	8/15/2019	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	374.55	0.00	374.55
Interest	8/15/2019	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	8/15/2019	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	8/15/2019	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	624.25	0.00	624.25
Interest	8/16/2019	00832KAE9	0.00	Affinity Federal Credit Union 2.7 8/16/2019		0.00	6,543.02	0.00	6,543.02
Interest	8/16/2019	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	697.88	0.00	697.88
Interest	8/17/2019	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	332.93	0.00	332.93
Interest	8/17/2019	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	8/17/2019	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	436.97	0.00	436.97
Interest	8/18/2019	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	426.57	0.00	426.57
Interest	8/18/2019	59161YAA4	0.00	Metro Credit Union 2.95 7/17/2020		0.00	623.86	0.00	623.86
Interest	8/19/2019	909557HX1	0.00	United Bankers Bank 3 9/21/2020		0.00	634.44	0.00	634.44
Interest	8/19/2019	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	697.88	0.00	697.88
Interest	8/19/2019	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	488.99	0.00	488.99
Interest	8/20/2019	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	8/20/2019	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	8/21/2019	49254FAC0	0.00	Keesler Federal Credit Union 3.1 12/21/2020		0.00	655.59	0.00	655.59
Interest	8/21/2019	33610RQY2	0.00	First Premier Bank 2.05 8/22/2022		0.00	2,490.61	0.00	2,490.61
Interest	8/22/2019	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	8/22/2019	90352RAC9	0.00	USAlliance Federal Credit Union 3 8/20/2021		0.00	624.25	0.00	624.25
Interest	8/22/2019	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2019, End Date: 8/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/23/2019	33715LBE9	0.00	First Technology Federal Credit Union 2.3 8/23/201		0.00	478.59	0.00	478.59
Interest	8/24/2019	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	8/24/2019	3135G0N66	0.00	FNMA 1.4 8/24/2020-17		0.00	7,000.00	0.00	7,000.00
Interest	8/24/2019	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	8/25/2019	3134GADG6	0.00	FHLMC 1.5 2/25/2021-16		0.00	9,375.00	0.00	9,375.00
Interest	8/25/2019	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	8/25/2019	3134G92E6	0.00	FHLMC 1.75 8/25/2021-16		0.00	8,750.00	0.00	8,750.00
Interest	8/25/2019	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	416.16	0.00	416.16
Interest	8/26/2019	3136G2YB7	0.00	FNMA 1.32 8/26/2019-16		0.00	6,600.00	0.00	6,600.00
Interest	8/26/2019	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	343.34	0.00	343.34
Interest	8/26/2019	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	8/26/2019	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	312.12	0.00	312.12
Interest	8/26/2019	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	8/27/2019	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	8/28/2019	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	561.82	0.00	561.82
Interest	8/28/2019	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	697.88	0.00	697.88
Interest	8/29/2019	72247PAC0	0.00	Pine Bluff Cotton Belt FCU 2.8 8/31/2020		0.00	582.63	0.00	582.63
Interest	8/29/2019	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	447.38	0.00	447.38
Interest	8/30/2019	CAMP60481	0.00	California Asset Management Program LGIP		0.00	316.46	0.00	316.46
Interest	8/30/2019	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	9,840.77	0.00	9,840.77
Interest	8/31/2019	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	8/31/2019	58733AEJ4	0.00	Mercantil Bank NA 1.9 3/2/2020		0.00	2,321.12	0.00	2,321.12
Interest	8/31/2019	17286TAC9	0.00	Citadel Federal Credit Union 3 10/30/2020		0.00	634.44	0.00	634.44
Interest	8/31/2019	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	665.86	0.00	665.86
Interest	8/31/2019	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	8/31/2019	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	671.30	0.00	671.30
Interest	8/31/2019	812541AA8	0.00	Seasons Federal Credit Union 3 10/30/2020		0.00	634.44	0.00	634.44
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>165,198.74</b>		<b>165,198.74</b>



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 7/31/2019, End Date: 8/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>165,198.74</b>		<b>165,198.74</b>
<b>Sell Transactions</b>									
Matured	8/1/2019	513802EB0	375,000.00	Lancaster Ca Redev Agy 2.08 8/1/2019	0.00	375,000.00	0.00	0.00	375,000.00
Matured	8/1/2019	92603PEP3	275,000.00	Victor Valley CA Cmnty Clg Dist 1.324 8/1/2019	0.00	275,000.00	0.00	0.00	275,000.00
Matured	8/1/2019	420507CF0	250,000.00	HAWTHORNE CA CTFS 2.096 8/1/2019	0.00	250,000.00	0.00	0.00	250,000.00
Matured	8/16/2019	00832KAE9	243,000.00	Affinity Federal Credit Union 2.7 8/16/2019	0.00	243,000.00	0.00	0.00	243,000.00
Matured	8/23/2019	33715LBE9	245,000.00	First Technology Federal Credit Union 2.3 8/23/201	0.00	245,000.00	0.00	0.00	245,000.00
Matured	8/26/2019	3136G2YB7	1,000,000.00	FNMA 1.32 8/26/2019-16	0.00	1,000,000.00	0.00	0.00	1,000,000.00
<b>Subtotal</b>			<b>2,388,000.00</b>			<b>2,388,000.00</b>	<b>0.00</b>		<b>2,388,000.00</b>
Sell	8/1/2019	LOAN2017	47,495.36	Mono County 2.5 8/1/2022	0.00	47,495.36	0.00	0.00	47,495.36
Sell	8/1/2019	LOAN2017	112,201.44	Mono County 2.5 8/1/2022	0.00	112,201.44	0.00	0.00	112,201.44
Sell	8/30/2019	140420RD4	245,000.00	CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020	0.00	245,000.00	471.21	0.00	245,471.21
<b>Subtotal</b>			<b>404,696.80</b>			<b>404,696.80</b>	<b>471.21</b>		<b>405,168.01</b>
Withdraw	8/2/2019	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	8/8/2019	CAMP60481	400,000.00	California Asset Management Program LGIP	0.00	400,000.00	0.00	0.00	400,000.00
Withdraw	8/31/2019	OAKVALLEY0670	16,110,973.66	Oak Valley Bank Cash	0.00	16,110,973.66	0.00	0.00	16,110,973.66
<b>Subtotal</b>			<b>17,510,973.66</b>			<b>17,510,973.66</b>	<b>0.00</b>		<b>17,510,973.66</b>
<b>Total Sell Transactions</b>			<b>20,303,670.46</b>			<b>20,303,670.46</b>	<b>471.21</b>		<b>20,304,141.67</b>



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**Departments: Public Works - Fleet**

**TIME REQUIRED**

**SUBJECT**                      Transfer of Surplus Vehicles to  
Special Districts

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### **AGENDA DESCRIPTION:**

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

Transfer of 4 surplus vehicles (3 Ford Expeditions and one Ambulance) to Mono County Special Districts.

---

### **RECOMMENDED ACTION:**

1. Requests from the White Mountain Fire Protection District to purchase a surplus 2010 Ford Expedition (Unit 0718); from the June Lake Fire Department to purchase a surplus 2011 Ford Expedition (Unit 0738); from Lee Vining Fire Protection District to purchase a surplus 2013 Ford Expedition (0763); and from the Inyo County Special Enforcement Detail (a regional unit that responds to high-risk incidents in both Inyo and Mono Counties) to purchase a surplus 2009 Ford F-350 Ambulance (Unit 0885), from the Mono County Motor Pool, for \$50 each.
2. Find that Unit 718 (2010 Ford Expedition V.I.N.1FMJU1G52AEB20852 / MILES 160,802) is in good condition but is excess and/or unneeded property.
3. Find that Unit 738 (2011 Ford Expedition V.I.N.1FMJU1G51BEF33749 / MILES 185,400) is in good condition but is excess and/or unneeded property.
4. Find that Unit 763 (2013 Ford Expedition V.I.N.1FMJUG59DEF27667 / MILES 176,161) is in good condition but is excess and/or unneeded property.
5. Find that Unit 885 (2009 Ford F-350 Ambulance V.I.N.1FDWF37R9EA94193 / MILES 103,287) is in good condition but is excess and/or unneeded property.
6. Authorize the Public Works Director, in consultation with County Counsel, to prepare, process, and execute applicable documents on behalf of Mono County to transfer the above vehicles as described to the respective Districts.

---

### **FISCAL IMPACT:**

If sold at auction, the vehicles could yield as much as \$6,000 each for the Expeditions, and approximately \$3,500 for the ambulance, for an approximate total of \$21,500 of unrealized revenue into the Motor Pool.

---

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@mono.ca.gov

---

**SEND COPIES TO:**

---

## MINUTE ORDER REQUESTED:

YES  NO

---

## ATTACHMENTS:

Click to download

 [Staff Report](#)

---

### History

Time	Who	Approval
10/4/2019 3:34 PM	County Administrative Office	Yes
10/2/2019 10:25 AM	County Counsel	Yes
10/3/2019 6:53 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** October 8th, 2019  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Subject:** Motor Pool - Sale of Surplus Vehicles to Special Districts

## **Recommended Action:**

1. Consider requests from the White Mountain Fire Protection District to purchase a surplus 2010 Ford Expedition (Unit 0718), a request from the June Lake Fire Department to purchase a surplus 2011 Ford Expedition (Unit 0738), a request from Lee Vining Fire Protection District to purchase a surplus 2013 Ford Expedition (0763), and a request from the Inyo County Special Enforcement Detail (a regional unit that responds to high-risk incidents in both Inyo and Mono Counties) to purchase a surplus 2009 Ford F-350 Ambulance (Unit 0885), all from the Mono County Motor Pool, for \$50 each.
2. Find that Unit 718 (2010 Ford Expedition V.I.N.1FMJU1G52AEB20852 / MILES 160,802) is in good condition but is excess and/or unneeded property.
3. Find that Unit 738 (2011 Ford Expedition V.I.N.1FMJU1G51BEF33749 / MILES 185,400) is in good condition but is excess and/or unneeded property.
4. Find that Unit 763 (2013 Ford Expedition V.I.N.1FMJUG59DEF27667 / MILES 176,161) is in good condition but is excess and/or unneeded property.
5. Find that Unit 885 (2009 Ford F-350 Ambulance V.I.N.1FDWF37R9EA94193 / MILES 103,287) is in good condition but is excess and/or unneeded property.
6. Authorize the Public Works Director to prepare, process, and execute applicable documents on behalf of Mono County to transfer above vehicles as described to the associated Districts.

## **Fiscal Impact:**

Based on results from previous TNT auctions, the vehicles could yield approximately \$6,000 each for the Expeditions, and approximately \$3,500 for the ambulance, for an approximate total of \$21,500 of unrealized revenue into the Motor Pool.

## **Discussion:**

Mono County has several surplus vehicles as well as surplus inventory, that has been prepared for auction in October. In accordance with Mono County Code section 3.4, the vehicle list (Exhibit A) and inventory list (Exhibit B) has been submitted to the County Administrative Officer for approval.

The granting of the above vehicles to Special Districts requires the publication of a notice in a newspaper of record at least one week prior to the transfer. This notice was approved on September 17<sup>th</sup>, and has since been published. Due to the costs associated with this publication, the Districts will be required to pay \$50 for each vehicle instead of the historic \$1. The approval of the recommended action will allow for the transfers and for the Districts to pick up the vehicles.

If you have any questions regarding this item, please contact me at 932-5459.

Respectfully submitted,



Tony Dublino  
Director of Public Works





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 8, 2019

**Departments: Public Works**

**TIME REQUIRED**

**PERSONS APPEARING BEFORE THE BOARD** Joe Blanchard

**SUBJECT** Amendment to Contract with Baxter for Custodial, Snow Removal, and Campground Management Services

### AGENDA DESCRIPTION:

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

Proposed contract amendment extending the term and making other minor changes to the scope of work of the County's existing contract with Baxter's for the provision of custodial, snow removal, and other facilities/site management services in remote areas of the County through October 31, 2021.

### RECOMMENDED ACTION:

Review and approve first amendment to agreement with Baxter's for the performance of certain custodial, snow removal, and campground and community center site management services; authorize County Administrative Officer to execute proposed first amendment; provide any desired direction to staff.

### FISCAL IMPACT:

Continuing costs of approximately \$100,000 per year to the Public Works Department, Facilities Division Budget.

**CONTACT NAME:** Joe Blanchard

**PHONE/EMAIL:** 760.932.5443 / jblanchard@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Proposed First Amendment</a>
<input type="checkbox"/> <a href="#">Existing Contract</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/4/2019 3:18 PM	County Administrative Office	Yes
10/4/2019 11:56 AM	County Counsel	Yes
10/4/2019 9:48 AM	Finance	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

---

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

To: Honorable Chair and Members of the Board of Supervisors  
From: Joe Blanchard, Mono County Facilities Superintendent  
RE: STAFF REPORT – Proposed Amendment to Agreement with Baxter’s for Custodial, Snow Removal, and Campground and Community Center Site Management Services  
Date: October 8, 2019

---

### **Recommended Action**

Review and approve first amendment to agreement with Baxter’s for the performance of certain custodial, snow removal, and campground and community center site management services; authorize County Administrative Officer to execute proposed first amendment; provide any desired direction to staff.

### **Fiscal Impact**

Continuing costs of approximately \$100,000 per year to the Public Works Department, Facilities Division Budget.

### **Discussion**

On or about October 1, 2016, the County entered into a contract with Don Baxter, dba Baxter’s, for the performance of certain custodial, snow removal, and campground and community center site management services at varying facilities and locations throughout the County. Following a request for bids released by the County for such services, Baxter’s was selected as the lowest responsible bidder. The County released the bid and contracted for these services because it is more costly to perform such services with Facilities Division personnel and because of the remote location of some of the facilities, campgrounds, sites, etc.

That contract includes a term that expires on October 10, 2019. If it is not amended to extend its term, the contract will expire automatically on Thursday, October 10, 2019, and the custodial, snow removal, and community center and campground services provided by Baxter’s at several County facilities and campgrounds will cease. In addition to extending the term for the performance of these services, the proposed amendment would make certain updates to the original contract’s scope of work and schedule of fees so that the contract is consistent with the parties’ current understanding of work and services to be performed by Baxter’s and the fees applicable to the performance of those services. The County has been satisfied with Baxter’s performance of these services during the term of the contract, and accordingly wishes to update its contract with Baxter for continued performance of such services

---

Mono County Board of Supervisors

RE: STAFF REPORT - Proposed Amendment to Agreement with Baxter's for Custodial, Snow Removal, and Campground and Community Center Site Management Services

October 8, 2019

Page 2 of 2

and to ensure memorialize the parties' current understanding of the services to be performed and fees to be charged for those services. Notwithstanding the foregoing, the proposed agreement would not change the Contract Limit of the original contract despite the small modifications of the updates proposed to the original agreement by the attached amendment.

If you have any questions regarding the proposed amendment or anything related to this matter, please contact Facilities Superintendent at (760) 932-5443 or [jblanchard@mono.ca.gov](mailto:jblanchard@mono.ca.gov).

Sincerely,

Joe Blanchard  
Mono County Facilities Superintendent

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN COUNTY OF MONO AND BAXTER'S FOR THE PROVISION OF CUSTODIAL, SNOW REMOVAL, AND CAMPGROUND AND COMMUNITY CENTER SITE MANAGEMENT SERVICES**

This AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN COUNTY OF MONO AND BAXTER'S FOR THE PROVISION OF CUSTODIAL, SNOW REMOVAL, AND CAMPGROUND AND COMMUNITY CENTER SITE MANAGEMENT SERVICES (this "First Amendment") is entered into by and between the County of Mono ("County"), a political subdivision of the State of California, and Don Baxter, dba Baxter's (collectively, "Contractor"), of Walker, California, for the purpose of amending the AGREEMENT BETWEEN COUNTY OF MONO AND BAXTER'S FOR THE PROVISION OF CUSTODIAL, SNOW REMOVAL, AND CAMPGROUND AND COMMUNITY CENTER SITE MANAGEMENT SERVICES (the "Original Agreement"). Hereinafter, County and Contractor may be referred to collectively as the "Parties."

**RECITALS**

A. On or about October 1, 2016, the Parties entered into the Original Agreement providing for Contractor's performance of certain custodial, snow removal, and campground and community center site management services described in the Original Agreement. The Original Agreement is incorporated herein by this reference as though fully set forth in this First Amendment.

B. The Original Agreement includes a Term beginning October 10, 2016 and ending on October 10, 2019.

C. County has been satisfied with Contractor's performance of services pursuant to the Original Agreement, and continues to have a need for Contractor's services.

D. In light of the foregoing, the Parties wish to extend the Term of the Original Agreement as well as update the services to be performed by Contractor and the schedule of fees applicable to Contractor's performance of services.

NOW, THEREFORE, the Parties agree as follows:

1. Paragraph 2 of the Original Agreement is amended to extend the end of the Term though October 31, 2021.

2. Section IV of Attachment A (Scope of Work) of the Original Agreement, entitled "COMMUNITY CENTER MANAGEMENT/SITE Coordination," is deleted in its entirety.

3. The phrase "and community site" is deleted from the first sentence of the part entitled "SITE LOCATIONS & DESCRIPTIONS" of Attachment A (Scope of Work) of the Original Agreement so that said first sentence reads as follows: "The County facilities at which custodial, snow removal, and campground management services are requested are described as follows:".

4. Item Nos. 13, 14, and 15 in the table entitled "CUSTODIAL, SNOW REMOVAL, AND CAMPGROUND MANAGEMENT SERVICES" included in Attachment B (Schedule of Fees) of the Original Agreement are deleted in their entirety.

5. The "MONTHLY RATE" and "TOTAL" specified for the services described in Item No. 5 in the table entitled "CUSTODIAL, SNOW REMOVAL, AND CAMPGROUND MANAGEMENT SERVICES" included in Attachment B (Schedule of Fees) of the Original Agreement are amended to be "\$100" and "\$1,200," respectively.

6. All other provisions of the Original Agreement, including all attachments and exhibits thereto, not expressly amended or modified by this First Amendment shall remain in full force and effect.

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

IN WITNESS of the foregoing, the Parties have executed this First Amendment through their duly authorized representatives, as set forth below:

**COUNTY OF MONO**

**DON BAXTER dba BAXTER'S**

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

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

Name: Steve Barwick

Name: Don Baxter

Title: County Administrative Officer

Date:

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

Taxpayer Identification or Social Security Number: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Mono County Risk Manager



# MONO COUNTY CONTRACT ROUTING SLIP

SIX STEPS FOR OBTAINING APPROVALS AND FINALIZING YOUR CONTRACTS

ORIGINATING DEPARTMENT: Public Works CONTACT PERSON: Joe Blanchard  
 NAME OF CONTRACTOR/SUPPLIER: Baxters  
 AMOUNT OF CONTRACT: \$100K → \$103K  per year;  total (if different)  
 TYPE OF CONTRACT:  Goods  Services  Other (MOU, lease, license, etc.)

1	<b>Originating Department</b> a. Downloads contract template from County Contract Center ( <a href="http://mononet/twiki/bin/view/Main/ContractCenter">http://mononet/twiki/bin/view/Main/ContractCenter</a> ) and inserts relevant information; or requests County Counsel assistance in drafting unique contract; or receives proposed contract from outside source b. Delivers or emails contract (in Word format) to County Counsel	Date / Sign Off 9-12-16 JBB
2	<b>County Counsel</b> a. Reviews contract for legal issues, approves as to form b. Signs contract and returns to originating department (or, at request of originating department and with copies of insurance certs & endorsements attached, forwards to Risk Management)	Date / Sign Off 9/28 CMW
3	<b>Risk Management</b> a. Originating department obtains required insurance certs & endorsements and provides, together with contract, to Risk Management b. Risk Manager reviews for liability, risk issues, and insurance c. Risk Manager signs contract and returns to originating department	Date / Sign Off MW 9-28-16
4	<b>Contractor / Supplier Approval</b> a. Originating department provides to contractor/supplier for approval b. Contractor/supplier approves and signs (two copies is preferred) c. C/S returns signed contracts to orig. dept. to obtain County approval	Date / Sign Off 10-3-16 
5	<b>County Approval</b> a. Department heads may approve/sign contracts for purchases of goods (not services) up to \$10k (Director of Public Works has special rules) b. CAO may approve/sign contracts for goods or services up to \$63,949 c. Board of Supervisors approves/signs all others	Date / Sign Off 10.3.16
6	<b>Originating Department</b> a. Scans fully executed contract and provides original to Clerk's Office, original to contractor/supplier and keeps copy for records Uploads digital copy to Innoprise (expense contracts) or Laserfiche (revenue)	Date / Sign Off 10.3.16 JBB

**AGREEMENT BETWEEN COUNTY OF MONO  
AND BAXTER'S FOR THE PROVISION OF CUSTODIAL, SNOW REMOVAL, AND  
CAMPGROUND AND COMMUNITY CENTER SITE MANAGEMENT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the custodial, and campground and community center site management services of Don Baxter, DBA "Baxter's, of Walker, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

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

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

**2. TERM**

The term of this Agreement shall be from October 10, 2016 to October 10, 2019 unless sooner terminated as provided below.



### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed one hundred thousand, five hundred twenty one dollars (\$100,521.00) 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"). In the event that optional recycling services are requested by County as set forth in paragraph V.D. of the Scope of Work, then the contract limit shall be increased to one hundred and three thousand, two hundred dollars (\$103,200.00) per year. County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the 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 the 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, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the 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 the 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 the 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**

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

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

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the County. Contractor will use reasonable care to protect,

safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

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

## 8. WORKERS' COMPENSATION

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

## 9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$300,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is

written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

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

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

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

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

E. Unemployment, Disability, and Liability Insurance. Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

## 10. STATUS OF CONTRACTOR

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

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

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

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

## **11. DEFENSE AND INDEMNIFICATION**

Contractor shall defend, 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 the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the 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 the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

## **12. RECORDS AND AUDIT**

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

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

## **13. NONDISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for

employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

#### **14. TERMINATION**

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

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

#### **15. ASSIGNMENT**

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

#### **16. DEFAULT**

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

#### **17. WAIVER OF DEFAULT**

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

#### **18. CONFIDENTIALITY**

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

## **19. CONFLICTS**

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

## **20. POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the 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 the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

## **21. SEVERABILITY**

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

## **22. FUNDING LIMITATION**

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

## **23. AMENDMENT**

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

## **24. NOTICE**

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

### **County of Mono:**

Mono County Department of Public Works  
PO Box 457  
Bridgeport, CA 93517  
[jblanchard@mono.ca.gov](mailto:jblanchard@mono.ca.gov)

### **Contractor:**

Don Baxter, DBA "Baxter's"  
PO Box 300  
Coleville, CA 96107  
[baxters539@yahoo.com](mailto:baxters539@yahoo.com)

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 THIS 29 DAY OF September, 2016.

COUNTY OF MONO

CONTRACTOR

By: Leslie L. Chapman

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

Dated: 10/3/16

Dated: \_\_\_\_\_

Taxpayer's Identification or Social Security Number: \_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
County Counsel

APPROVED BY RISK MANAGEMENT:

[Signature]  
Risk Manager



**25. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

**COUNTY OF MONO**

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

Dated: \_\_\_\_\_

**CONTRACTOR**

By: 


Dated: 10-3-16

Taxpayer's Identification or Social Security Number: 680053719

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF MONO AND BAXTER'S FOR THE PROVISION OF CUSTODIAL, SNOW REMOVAL, AND CAMPGROUND AND COMMUNITY CENTER SITE MANAGEMENT SERVICES

#### TERM:

**FROM: October 10, 2016 TO: October 10, 2019**

#### SCOPE OF WORK:

##### SCOPE OF WORK:

Contractor shall provide all labor, equipment, materials, supplies, transportation, taxes, and cover all other costs required to perform custodial, snow removal, and campground and community center site management services for the County.

In general, services and work shall consist of the following:

##### I. CUSTODIAL SERVICES:

- A. Contractor shall provide year-round custodial services at five County Community Centers (Walker/Antelope Valley, Bridgeport, Lee Vining, June Lake, and Chalfant), two County offices (Walker Senior Center and Walker Career Services Center), a Sheriff's substation (June Lake), and three park restrooms (Bridgeport, Mountain Gate, and Walker).
- B. In addition, Contractor shall provide seasonal custodial services (April 15 through November 15 of each year) for restrooms at eight County parks and ballfields (Bridgeport Ballfield, Bridgeport Marina, Benton Park, Chalfant Park, Gull Lake Park, Guss Hess Park, June Lake Ballfield, and Mono Lake Park).
- C. The actual days of the week that custodial services will be provided by Contractor shall be determined by Contractor in coordination with Public Works staff and community center site coordinators to avoid conflicts with scheduled uses or activities.
- D. Contractor is obligated to ensure that the facilities are clean and sanitary to the satisfaction of County. Contractor shall determine the frequency and types of cleaning that are required to meet that obligation. However, Contractor is advised that due to the nature of facility use, *most* community centers and outdoor restrooms will require at least one cleaning on weekends.

## **II. SNOW REMOVAL SERVICES:**

- A. Contractor shall remove snow from walks, ramps, and stairs and apply ice melt on an as-needed basis at the June Lake, Lee Vining, and Walker Antelope Valley Community Centers, at three offices in Walker (Walker Senior Center, Career Services Center, and Wellness Center), at the June Lake Sheriff's substation, and at two park restrooms (Mountain Gate Park and Walker Park).
- B. Contractor must ensure that necessary snow removal is performed at the June Lake, Lee Vining, and Walker Antelope Valley Community Centers prior to facility use. Snow removal at the three Walker offices (Senior Center, Career Services Center, and Wellness Center) must be performed prior to their opening for business.

## **III. CAMPGROUND MANAGEMENT SERVICES:**

- A. Seasonal management of the County's Lundy Lake Campground consists of collecting fees, providing custodial services at campground restrooms, and furnishing a campground host. Host responsibilities include verifying that overnight camping fees are paid, ensuring that restrooms are properly supplied, and notifying campers of campground rules and policies, and notifying Public Works staff of operational problems or necessary maintenance or repairs.

Handling of overnight camping fees by the host is prohibited; guests are required to deposit fees in secured self-service fee boxes and Contractor will be responsible for collecting and transporting fee envelopes to Public Works.

## **IV. COMMUNITY CENTER MANAGEMENT /SITE Coordination:**

- A. Contractor shall schedule and maintain the calendar for the Walker/Antelope Valley, Lee Vining, and June Lake Community Centers. Contractor shall work directly with prospective community center users to ensure that necessary use agreements, applicable paperwork, and payments are completed. Completed paperwork and payments shall be promptly submitted to the individual designated by the County for processing. Contractor shall inspect each Community Center before and after use to determine if the facility has been left in the required condition. Contractor shall establish and maintain professional, responsible and cooperative working relationships with County staff and the public.

## **V. MISCELLANEOUS PROVISIONS:**

- A. Contractor shall promptly notify Public Works staff if Contractor discovers the need for maintenance or repair at any of the facilities at which the services and work are being performed.
- B. Services and work shall be completed consistent with generally-accepted practices for the industry.
- C. Tasks may be added or deleted from the Scope of Work by amendment to this Agreement or as otherwise authorized in paragraph D below. In the event the need for an additional task is identified which requires contract amendment, the Scope of Work and payment to Contractor will be negotiated between Contractor and Public Works staff. If negotiations for additional services are unsuccessful, the County may elect to contract separately for the services.

D. During the term of this Agreement, the County may install recycling receptacles at several of the facilities.

Upon installation, service of these receptacles and delivery of the materials to a County-determined redemption center, or other location, may be requested. The associated redemption value for the materials shall be retained by the County. The cost of providing this additional service for each facility shall be \$13.00 per facility per month and shall not be compensated unless such services are requested in writing by County.

**SITE LOCATIONS & DESCRIPTIONS:**

The County facilities at which custodial, snow removal, and campground and community site management services are requested are described as follows:

Facility	Location	Community	Flooring	Size
Benton Community Center	58869 U.S. Highway 6	Benton	Vinyl	3,680 sf
Benton (Ida Lynn) Park Restroom	58869 U.S. Highway 6	Benton	Concrete	322 sf
Bridgeport Ballfield Restroom	576 Aurora Canyon Road	Bridgeport	Concrete	~300 sf
Bridgeport Marina Restroom	200 Ramp Road	Bridgeport	Concrete	314 sf
Bridgeport Park Restroom	129 Emigrant Street	Bridgeport	Concrete	160 sf
Chalfant Community Center	123 Valley Road	Chalfant	Vinyl & carpet	1,838 sf
Chalfant Park Restroom	123 Valley Road	Chalfant	Concrete	322 sf
Gull Lake Park Restroom	90 W. Granite Avenue	June Lake	Concrete	322 sf
Gus Hess Park Restroom	129 Mattly Avenue	Lee Vining	Concrete	286 sf
June Lake Ball field Restroom	1855 Northshore Drive	June Lake	Concrete	~300 sf
June Lake Community Center	90 W. Granite Avenue	June Lake	VCT *& carpet	6,691 sf
June Lake Sheriffs Substation	120 W. Granite Avenue	June Lake	VCT* & carpet	1,254 sf
Lee Vining Community Center	296 Mattly Avenue	Lee Vining	VCT*	4,670 sf
Lundy Lake Campground	Lundy Lake Road	Mono City	n/a	n/a
Mono Lake Park Restroom	600 Cemetery Road	Mono City	Concrete	690 sf
Mountain Gate Restroom	105746 U.S. Highway 395	Walker	Concrete	~300 sf
Walker Career Services Center	107384 U.S. Highway 395	Walker	Vinyl & carpet	~400 sf
Walker Community Center	442 Mule Deer Road	Walker	VCT*	3,874 sf
Walker Senior Center	399 Mule Deer Road	Walker	Vinyl & carpet	5,168 sf
Walker Park Restroom	399 Mule Deer Road	Walker	Concrete	300 sf
Walker Wellness Center	107655 U.S. Highway 395	Walker	n/a*	n/a*

\*Notes: VCT = vinyl composition tile; n/a = not applicable; - = approximate.

**SUPPLIES AND EQUIPMENT:**

- Contractor is responsible to furnish all supplies (e.g., paper towels, toilet paper soap, trash can liners, and toilet seat protectors, cleaning supplies) and equipment (e.g., vacuum cleaner, snow

shovel, snow blower and/ or snow plow) necessary for the performance of the services and work specified in this Agreement.

- Sufficient storage space should be available at each facility for on-site storage of cleaning supplies and most equipment.
- Trash dumpsters and related hauling service are provided by the County at each facility.

**SITE ACCESS AND USE OF PREMISES:**

- The County shall furnish keys to all facilities and Contractor shall have full access to the facilities serviced under the contract, provided Contractor does not interfere with facility use, traffic, and parking. Contractor shall not be limited as to the day of the week or time of day during which access is available, but the work schedule must be coordinated with Public Works and community center coordinators to ensure that there are no conflicts with users of each facility.
- Contractor is expected to cooperate with and accommodate facility access with Public Works staff and County vendors and contractors. On-site storage of equipment and materials is allowed, provided sufficient space is available.

**DAMAGE TO FACILITIES:**

- Contractor shall take all reasonable precautions to prevent damage to any facility arising from performance of the services and work specified in this agreement. Contractor shall repair and/or be responsible for any such damage at no additional cost to the County. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND BAXTER'S FOR THE PROVISION OF CUSTODIAL, SNOW REMOVAL, AND  
CAMPGROUND AND COMMUNITY CENTER SITE MANAGEMENT SERVICES**

**TERM:**

**FROM: October 10, 2016 TO: October 10, 2019**

**SCHEDULE OF FEES:**

The County shall pay Contractor for services and work performed under this Agreement as specified below:

*CUSTODIAL, SNOW REMOVAL, AND CAMPGROUND MANAGEMENT SERVICES*

ITEM	LOCATION	MONTHLY RATE	NO. MONTHS	TOTAL
<b>YEAR-ROUND TASKS</b>				
1.	Walker Community Center	\$1,065	x 12 mo.	\$12,780
2.	Walker Senior Center	\$1,465	x 12 mo.	\$17,580
3.	Walker Park Restroom	\$232	x 12 mo.	\$2,784
4.	Walker Career Services Center	\$182	x 12 mo.	\$2,184
5.	Walker Wellness Center (average over year)	\$5	x 12 mo.	\$60
6.	Mountain Gate Restroom	\$132	x 12 mo.	\$1,584
7.	Bridgeport Park Restroom	\$132	x 12 mo.	\$1,584
8.	Lee Vining Community Center	\$1,065	x 12 mo.	\$12,780
9.	June Lake Community Center	\$1,065	x 12 mo.	\$12,780
10.	June Lake Sheriff's Substation	\$132	x 12 mo.	\$1,584
11.	Chalfant Community Center	\$765	x 12 mo.	\$9,180
12.	Benton Community Center	\$765	x 12 mo.	\$9,180
13.	Lee Vining Community Center Site Coordination	\$125	x 12 mo.	\$1,500
14.	Community Center Site Coordination	\$125	x 12 mo.	\$1,500
15.	Community Center Site Coordination	\$125	x 12 mo.	\$1,500
<b>TOTAL, YEAR ROUND TASKS:</b>				<b>\$88,560</b>

<b>SEASONAL TASKS (Apr. 15 – Nov. 15)</b>				
16.	Benton Park Restroom	\$72	x 7 mo.	\$504
17.	Bridgeport Ballfield Restroom	\$72	x 7 mo.	\$504
18.	Bridgeport Marina Restroom	\$100	x 7 mo.	\$924
19.	Chalfant Park Restroom	\$40	x 7 mo.	\$504
20.	Gull Lake Park Restroom	\$80	x 7 mo.	\$783
21.	Gus Hess Park Restroom	\$60	x 7 mo.	\$644
22.	June Lake Ballfield Restroom	\$25	x 7 mo.	\$399
23.	Mono Lake Park Restroom	\$100	x 7 mo.	\$924
24.	Lundy Lake Campground Management	\$900	x 7 mo.	\$6,775
<b>TOTAL, SEASONAL TASKS:</b>				<b>\$11,961</b>
<b>Grand Total:</b>				<b>\$100,521</b>

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT**                    Amendment to Allocation List -  
   Clinical Program Manager

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed resolution to add position of Clinical Program Manager to Allocation List for Behavioral Health

**RECOMMENDED ACTION:**

Adopt proposed resolution R19-\_\_, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add the position of Clinical Program Manganer in the department of Behavioral Health.

**FISCAL IMPACT:**

This position will be paid for from three funding streams at Behavioral Health: Substance Use Realignment, Mental Health Realignment, and Mental Health Services Act funds. Salary: \$78,034. Benefits: \$53,868 The annual total is \$131,902. The cost of the position is not included in the FY 2019-20 budget. The department has budget savings and the cost of the position will be included in the mid-year budget request.

**CONTACT NAME:** Robin Roberts

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution (rev'd ss)</a>

History

Time

Who

Approval



10/4/2019 3:11 PM	County Administrative Office	Yes
10/1/2019 6:17 PM	County Counsel	Yes
10/3/2019 6:43 AM	Finance	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

---

**COUNTY OF MONO**

---

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

**Date:** September 11, 2019

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

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

**Subject:** Approval to add Clinical Program Manager position to Allocation List

**Recommended Action:**

Approve the addition a Clinical Program Manager position to the Allocation List for Behavioral Health

**Discussion:**

In an effort to re-structure our delivery system and to meet our administrative obligations, Behavioral Health is requesting the addition of a position to provide oversight, expertise and clinical participation to our organization. The addition of this position will allow Behavioral Health to build the necessary infrastructure for Drug MediCal, continue our Strength Based program, and provide supervision for clinical staff.

**Fiscal Impact:**

This position will be paid for from three funding streams at Behavioral Health: Substance Use Realignment, Mental Health Realignment, and Mental Health Services Act funds.

Salary Range, step A to E: Salary \$78,034 Benefits: \$46,220.30 to Salary: \$94,851  
Benefits: \$50,245.02

**Submitted by:**

Robin K. Roberts, MFT

Director of Behavioral Health



R19-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE  
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS  
TO ADD THE POSITION OF CLINICAL PROGRAM MANAGER IN THE  
DEPARTMENT OF BEHAVIORAL HEALTH**

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

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

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

**WHEREAS**, it is currently necessary to amend the Allocation List as part of maintaining proper 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:

**SECTION ONE:** The County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Increase the allocation of full-time permanent Clinical Program Manager in the Department of Behavioral Health by one (1) position. New total: One (1). (Salary Range \$\$78,034 to \$94,851.)

////

////

/////

1 **PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of October 2019, by the following  
2 vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

7  
8  
9  
10 \_\_\_\_\_  
John Peters, Chair  
Mono County Board of Supervisors

11  
12 **ATTEST:**

**APPROVED AS TO FORM:**

13  
14  
15 \_\_\_\_\_  
Shannon Kendall  
Clerk of the Board

16 \_\_\_\_\_  
Stacey Simon  
County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**Departments: Probation**

**TIME REQUIRED**

**SUBJECT**                    Amendment to Allocation List -  
Deputy Probation Officer V

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A Deputy Probation Officer IV has completed all training and experience requirements and is eligible for promotion to Deputy Probation Officer V.

**RECOMMENDED ACTION:**

Consider and potentially adopt Resolution No. 19- \_\_\_\_\_, Authorizing the County Administrative Officer to amend the County of Mono list of Allocated Positions to reflect the removal of one Deputy Probation Officer IV position and the addition of one Deputy Probation Officer V position.

**FISCAL IMPACT:**

The Probation Department's Fiscal Year 2019 – 2020 adopted budget includes the additional appropriations of \$7567, the annual cost of this promotion.

**CONTACT NAME:** Karin Humiston

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

History

Time

Who

Approval

10/4/2019 3:16 PM

County Administrative Office

Yes

10/1/2019 11:04 AM

County Counsel

Yes

10/3/2019 6:39 AM

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

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

To: Honorable Board of Supervisors  
From: Karin Humiston, Chief of Probation  
Date: October 8, 2019

**Subject**

Proposed Resolution amending the County list of Allocated Positions to change a Deputy Probation Officer IV to a Deputy Probation Officer V position in the Probation Department.

**Recommendation**

Consider and potentially adopt Resolution No. 19- \_\_\_\_\_, a Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of Allocated Positions to reflect the removal of one Deputy Probation Officer IV position and the addition of one Deputy Probation Officer V position.

**Fiscal Impact**

The Probation Department's Fiscal Year 2019 – 2020 adopted budget includes the additional appropriations of \$7567, the annual cost of this promotion.

**Data and Detailed Justification**

Probation currently has a Deputy Probation Officer IV position that oversees and supervises disparate areas within the Juvenile Division to include diversion, schools, traffic, probation and placement. A DPO IV is a line supervisor overseeing those staff involved with juvenile supervision. Because of the more recent demands of juvenile supervision such as preparation and implementation of the System Improvement Plan, Continuum of Care Reform, School Attendance Review Board (SARB), diversion programming development, increased costs of state detainment (\$ 20,000 - \$ 140,000) and therefore higher scrutiny of level of supervisor quality and quantity and response to statewide reports, the DPO IV's role has expanded into a manager role by executing typically those functions such as planning, organizing, directing/leading, coordinating and evaluating/controlling.

By eliminating the DPO IV and adding the DPO V by no means eliminates the duty of supervision but incorporates the additional responsibility of increasing duties of management.





R19-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE  
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS  
TO ELIMINATE ONE (1) DEPUTY PROBATION OFFICER IV POSITION AND ADD  
ONE (1) DEPUTY PROBATION OFFICER V POSITION IN PROBATION**

**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.

//  
//  
//  
//

1           **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
2 **MONO RESOLVES** that the County Administrative Officer shall be authorized to amend the  
3 County of Mono List of Allocated Positions to reflect the following changes:  
4

5           Remove the allocation of one (1) full -time permanent Deputy Probation Officer IV (new  
6 total 0) (salary range \$4,881 - \$5,933 per month).  
7

8           Add the allocation of one (1) Deputy Probation Officer V (new total 2) (salary range  
9 \$5,388 - \$6,549 per month).  
10

11           **PASSED, APPROVED and ADOPTED** this 8th day of October, 2019, by the following  
12 vote, to wit:  
13

14 **AYES:**

15 **NOES:**

16 **ABSENT:**

17 **ABSTAIN:**  
18  
19  
20  
21

\_\_\_\_\_  
John Peters, Chair  
Mono County Board of Supervisors

24 **ATTEST:**

**APPROVED AS TO FORM:**

27  
28 \_\_\_\_\_  
Clerk of the Board

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**Departments: District Attorney**

**TIME REQUIRED**

**SUBJECT**                    Amendment to Allocation List -  
   Operations Supervisor

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Mono County District Attorney is requesting to create an "at will" position for an Operations and Programming Supervisor within the Office of the District Attorney. The creation of this position will replace the current Administrative Services Specialist position in the Mammoth Lakes Branch of the Office of the District Attorney. There will be no General Fund impact.

**RECOMMENDED ACTION:**

Approve the position of Operations and Programming Supervisor within the Office of the District Attorney; Request the CAO to modify the current allocation list to reflect this change. All funding for the position is from the District Attorney's Victim/Witness Grant and the District Attorney's CalMet Budget. By request from the Finance Department those budgets will be modified during mid-year budget review.

**FISCAL IMPACT:**

No fiscal impact at this time until an at-will contract is approved, assuming this agenda item to add the new position is approved.

**CONTACT NAME:** Elizabeth Pelichowski

**PHONE/EMAIL:** 7609325550 / epelichowski@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Administrative Services Specialist job description</a>

[Job Description of Operations/Programming Supervisor](#)

[Victim Witness Programdescription](#)

[Comparable Positions](#)

---

### History

Time	Who	Approval
10/4/2019 3:17 PM	County Administrative Office	Yes
10/3/2019 1:44 PM	County Counsel	Yes
10/4/2019 8:41 AM	Finance	Yes

# County of Mono Office of the District Attorney

[www.monocountydistrictattorney.org](http://www.monocountydistrictattorney.org)

**Bridgeport Office:**  
Main St. Court House, P.O. Box 617  
Bridgeport, CA. 93517  
Tel:(760)932-5550 fax: (760)932-5551



**Mammoth Office:**  
Sierra Center Mall, P.O. Box 2053  
Mammoth Lakes, CA. 93546  
Tel:(760)924-1710 fax: (760)924-1711

*Tim Kendall - District Attorney*

TO: Honorable Board of Supervisors  
FROM: Tim Kendall, District Attorney  
DATE: October 8,2019

**Time Needed:** Regular Agenda – Presentation 5 minutes.  
Discussion 10 minutes.

## **Subject**

Mono County District Attorney is requesting an “at will” position for an **Operations and Programming Supervisor** within the Office of the District Attorney. When the position is filled there will be no General Fund impact. Funding is covered by current Grants.

## **Recommendation**

Approve the position of **Operations and Programming Supervisor** within the Office of the District Attorney; Request the CAO to modify the current allocation list to reflect this change.

## **Discussion**

The District Attorney wishes to create an “at will” position of **Operations and Programming Supervisor** within the Office of the District Attorney. The purpose for this is to reflect the uniqueness of what this position will do and the current responsibilities and expertise that is needed and required.

Currently, the Administrative Services Specialist position in the Mammoth Lakes Branch includes responsibilities of an Administrative Services Specialist position as well as serving as the Victim/Witness Coordinator. As part of the Administrative Services Specialist position in the Mammoth Lakes branch, the current position helps handle and assists the District Attorney in the operation of the District Attorney’s Office. In fact, this position has been assigned many day-to-day functions that would normally be handled by the District Attorney however, given time and other responsibilities they cannot be effectively handled by the District Attorney. In essence, this position is running the day-to-day operation of a law office. Along with those duties, this position has become a senior position which helps with the supervision of other staff members. The position also handles tasks that would normally be assigned to a paralegal such as legal research, drafting of pleadings and serving as the court liaison for the office and oversees the District Attorney’s Pre-Filing Diversion Program. The District Attorney’s Victim/Witness Program Grant currently pays 100% of the salary and benefits for this position, even though

these responsibilities, are not Victim/Witness related. *Job Description for an Administrative Services Specialist, last modified in 2005, is attached for reference.*

However, the Office of the District Attorney also uses the Administrator Services Specialist position to also serve as the District Attorney's Victim/Witness Coordinator. In all other counties these two duties are handled by separate positions.

The Victim/Witness program is a constitutionally mandated program for every District Attorney's Office throughout the state. This program has expanded greatly in both scope and responsibility and funding since it was first created over 30 years ago. For the first 20 years it was manageable with one person given the limited office responsibilities and limited mandates under the Victim/Witness Program Grant. Over the last 10 years it has become increasingly more difficult to manage and a part-time Victim Advocate was hired to assist. However, within the last several years, changes due to realignment as well as changes in the Victim/Witness Program have drastically changed how victims of crime are handled and the services provided through the program.

In the last 3 years, the program has expanded from one full-time Victim/Witness position to 2 full-time, 2 part-time, and 1 assigned full time investigator. Victim's services have gone from an average of 87 services per year to an average of 436 per year. It is now required by law for the Victim/Witness Coordinator to have forensic expertise and certification in order to handle certain victims. Because of the forensic expertise, the Victim/Witness Coordinator is also required to participate on the Adult and Child Sexual Assault Task Force and the Domestic Violence Unit. The coordinator also serves as the Restitution Court Coordinator which was created two years ago. These programs and forensic certifications were not required and did not exist several years ago. This position is now managing a Programming Division of the District Attorney's Office.

As described above, the duties of the Administrative Services Specialist position in the District Attorney's Office does not really fall within the normal county structure or job descriptions. It is very unique. Nor does it exist in any of the other 57 counties. The duties and responsibilities of this position is not just that of an Administrative Services Specialist nor is it just of a Victim/Witness Coordinator. There are portions of each of those position however, the duties have expanded by changes in the law, by need and by expertise and with that there is now tremendous responsibility and duties attached to this position. The new position of Operations and Programming Supervisor will join these duties and better reflect the position. With the vast scope of responsibility and supervision, it also makes sense to have this proposed position as part of the District Attorney's management team which would consist of the Assistant District Attorney, Chief Investigator and the Operations and Programming Supervisor. All these positions are currently "at will" positions and handle separate divisions of the Office. *A new proposed Job Description for the Operations and Programming Supervisor is attached for your reference.*

Mrs. Gillespie has filled the position of Administrative Services Specialist and Victim/Witness Coordinator for the last 3 years and has been instrumental during these changes. She has become a certified counselor for both Domestic Violence and Sexual Assault victims which is now required by statute as the Victim/Witness Coordinator. She is required to be on-call 24/7 and responds to support victims and allied agencies and is certified to conduct forensic interviewing of adult and child sexual assault victims. She runs our Witness Relocation Program and the

County's Mass Casualty Program for victims, as well as coordinates and conducts numerous trainings regarding victim issues for allied departments. She runs our Pre-Filing Diversion Program, our Witness Relocation Program and is our Restitution Court Coordinator. She also has supervisory duties attached to both the Administrative Services Specialist position as well as the Victim/Witness Coordinator position and those responsibilities along with the supervision have expanded and changed in nature and scope.

If approved and with agreement from Mrs. Gillespie, it is the intent of the District Attorney to eventually promote Mrs. Gillespie into the newly created position of **Operations and Programming Supervisor** and bring it back before the Board for approval.

### **Fiscal Impact**

The proposed salary is \$79,169. If filled, the remaining FY 2019-2020 is \$59,378 which \$50,378 is funded by the Victim/Witness Grant and \$9,000 to be funded by the District Attorney's CalMet Budget. Additional PER's contribution is \$7,512 per year. Remaining FY 2019-2020 PER's increase of \$5,634 will be funded by the District Attorney's CalMet Budget. There is no General Fund Impact.



**RESOLUTION NO. R19-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE POSITION OF OPERATIONS AND PROGRAMMING SUPERVISOR  
AND AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE  
COUNTY OF MONO LIST OF ALLOCATED POSITIONS TO INCLUDE THE POSITION  
UNDER THE OFFICE OF THE DISTRICT ATTORNEY.**

**WHEREAS**, it is important for the County of Mono to create the position of OPERATIONS AND PROGRAMMING SUPERVISOR within the Office of the District Attorney to help assist with the mandated functions of the Office.

**WHEREAS**, it is important for the County of Mono to maintain an accurate, current listing, 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; and

**WHEREAS**, it is currently necessary to amend the Allocation List of Authorized Positions and salary ranges as part of maintaining proper accountability for hiring employees to perform public services; and

**WHEREAS**, the List of Allocated Positions, is a vital official record in establishing the Job Classifications and the number of positions authorized for each County Department; identifying approved vacancies for recruitment and selection by Human Resources; determining authorized employee pay rates; and recognizing implementation of collective bargaining agreements related to job classifications and pay rates;

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

1. The position of OPERATING AND PROGRAMMING SUPERVISOR is approved under the Office of the District Attorney. The position is “at will” in nature and will be subject to contract and county policy for such contracts.
2. The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following change:

To include an “at will” position of Operations and Programming Supervisor under the District Attorney’s Office with the assigned salary \$79,164.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

PASSED AND ADOPTED this 8th day of October 2019, by the following

Vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
John Peters, Chairperson  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

## **ADMINISTRATIVE SERVICES SPECIALIST**

### **DEFINITION**

Under direction, to plan, organize, coordinate, and perform in the most highly specialized administrative support, fiscal support, and/or program operation functions of a County Department, major organizational unit, or County-wide program; to assist Department/unit/County-wide management staff with preparing and monitoring the Department/unit/County-wide program budget; to perform complex administrative support, fiscal support and/or program operation functions requiring in-depth knowledge of the County services, policies, and programs of the Department/unit/County-wide program to which an incumbent is assigned; to prepare administrative, program, and/or fiscal reports, specialized documents, and other items necessary to Department or County-wide program functions; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a highly specialized administrative, fiscal and/or program support classification for planning, organizing, coordinating, and performing administrative support, fiscal support, and/or program operation functions of a County Department, major operational unit, or county-wide program. An incumbent in this class may be assigned supervisory responsibilities for the day-to-day direction and oversight of administrative support staff.

### **REPORTS TO**

Various County Department Directors

### **CLASSIFICATIONS SUPERVISED**

Office Assistants and/or Fiscal & Technical Specialist positions, as assigned.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES** *(The following is used as a partial description and is not restrictive as to duties required.)*

Plans, organizes, and performs a variety of Department/unit/County-wide program operations and support work; may be assigned to highly specialized area critical to Department/unit/county-wide functions such as fiscal tracking, budget development and administration, human resources, assessment role development and maintenance, department administrative support, or other area critical to County administration and services, depending upon an incumbent's background, skills, and knowledge; may be assigned to supervise and evaluate the work of office and technical support staff, including scheduling and reviewing work assignments; provides training and consultation on program and work procedures and problems to other County and Department/unit staff; may analyze Department and/or program administrative functions and operations, developing recommendations on staffing requirements and work responsibilities; assists Department/unit/County-wide program management with preparation, review, and

## **ADMINISTRATIVE SERVICES SPECIALIST - 2**

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES (continued)**

monitoring of the Department budget; develops and analyzes information and prepares special Department/unit/County-wide program and fiscal reports; prepares Department payroll documents; has responsibility for planning and performing a variety of administrative programs/projects as assigned; plans, organizes, and participates in the development Department computerized information ; provides a variety of fiscal and administrative support for Department programs through the review of financial documents, payroll records, claims, and statistical data; supervises and monitors the preparation of invoices, travel authorizations, warrants, receipts, and other items; monitors on-going fiscal expenditures, revenues, fund transfers, and purchase orders; prepares budget transfer requests; prepares Department/unit/County-wide agenda items for submission to the County Board of Supervisors by appropriate management staff; prepares and reviews program fiscal and/or operating and information reports for submission to requisite government agencies; serves as a liaison between the Department/unit/county-wide program and other County departments and units; may provide specialized and/or confidential administrative support for assigned management staff.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

In-depth knowledge of the functions, programs, and policies of the County  
Department/unit/County-wide program where assigned.

Computers and software used in Department and County information systems.

Principles of supervision, training, and staff development.

Program development, monitoring, and evaluation.

Principles of budget development and administration.

Statistical and financial record keeping methods, procedures, and techniques.

Techniques for the development and analysis of a variety of specialized information,  
as well as information and report presentation and development.

Program policies and operation requirements in the County

Department/unit/County-wide program where assigned.

## ADMINISTRATIVE SERVICES SPECIALIST - 3

### DESIRABLE QUALIFICATIONS (continued)

#### Ability to:

Plan, organize, schedule, coordinate, and perform most highly specialized administrative support, fiscal support, and/or program operation functions of a County Department, major organizational unit, or County-wide program.

Provide supervision, training, and work evaluation for assigned staff, as necessary. Gather, organize, analyze, and present a variety of narrative and statistical data and information.

Assist with the development and administration of the Department/unit/County-wide program budget.

Prepare administrative reports and correspondence.

Analyze situations accurately and determine effective courses of action.

Prioritize work load to meet established time lines and special requests.

Work within multiple time frames and deadlines.

Prepare, maintain, and submit complex fiscal and/or statistical records to appropriate County Departments and other government agencies, as assigned.

Maintain confidentiality of materials and use discretion in sensitive situations.

Deal tactfully and courteously with the public, other County staff, and representatives of other government agencies, when explaining the functions, policies, and programs of the Department/unit/County-wide program.

Establish and maintain cooperative working relationships.

#### 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:

Five years of increasingly responsible experience in performing a variety administrative support work, including substantial experience in fiscal and/or monitoring and reporting.

#### Special Requirements:

Some positions in this classification may have specialized requirements, depending upon the Department/unit/County-wide program where the position is allocated.

*The contents of this class specification shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The County of Mono assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice. Terms and conditions of employment are determined through a meet and confer process and are subject to the Memorandum of Understanding currently in effect.*

## **OPERATIONS AND PROGRAMMING SUPERVISOR**

### **DEFINITION**

This position is part of the Office of the District Attorney's Management Team and is subject to call out during the day, night and weekends as necessary. To support and assist in the supervision of the District Attorney's goals and mission; to supervise assigned staff; to plan, organize, coordinate, and perform in the most highly specialized administrative support, fiscal support, and/or other programming operation functions of the Office of the District Attorney, which require in-depth knowledge of the Office and the County services, policies, and programs to which the incumbent is assigned; to assist in the overall operations of the Office to include; preparing and monitoring the Office functions, serving as the Court Liaison between the Office and the Superior Court, serve as the restitution court coordinator, legal research and writing, budgeting; to prepare administrative, programming, and/or fiscal reports, specialized documents, and other items necessary to the Office and its Programs; Grant writing and administration; meet with victims and witness' of crime; provide services and counselling, participate in community outreach and education. Coordinating the day-to-day operations of the Victim/Witness Program and the County's Mass Casualty Program for victims; helps coordinate and provide training; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a highly specialized position and part of the management team for the Office of the District Attorney, Overall responsibility for the operations of the Office and the Victim/Witness Program An incumbent in this class may be assigned supervisory responsibilities for the day-to-day operations and programming of the Office and will serve as the Victim/Witness Coordinator.

### **REPORTS TO**

District Attorney, Assistant District Attorney

### **CLASSIFICATIONS SUPERVISED**

Office Staff, Fiscal & Technical Specialist positions, Victim Advocates and others as assigned.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES *(The following is used as a partial description and is not restrictive as to duties required.)***

Plans, organizes, and performs a variety of Office program operations and support work; may be assigned to highly specialized area critical to the Office functions such as fiscal tracking, budget development and administration, human resources, assessment role development and maintenance, department administrative support, or other area critical to County administration and services, may be assigned to supervise and evaluate the work of office and technical support staff, including scheduling and reviewing work assignments; provides training and consultation on program and work procedures and problems to other County and Department/unit staff; may analyze Department and/or

## **OPERATIONS AND PROGRAMMING SUPERVISOR - 2**

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES (continued)**

program administrative functions and operations, developing recommendations on staffing requirements and work responsibilities; as part of the management team to assist the Office management with preparation, review, and monitoring of the Office budget; develops and analyzes information and prepares special and fiscal reports; prepares Office payroll documents; has responsibility for planning and performing a variety of administrative programs/projects as assigned; plans, organizes, and participates in the development the Office computerized information ; provides a variety of fiscal and administrative support for the Office programs through the review of financial documents, payroll records, claims, and statistical data; supervises and monitors the preparation of invoices, travel authorizations, warrants, receipts, and other items; monitors on-going fiscal expenditures, revenues, fund transfers, and purchase orders; prepares budget transfer requests; prepares Office agenda items for submission to the County Board of Supervisors by appropriate management staff; prepares and reviews program fiscal and/or operating and information reports for submission to requisite government agencies; serves as a liaison between the Office and the Superior Court and other County departments and units; serves as the Victim/Witness Coordinator; grant writing and administration of grants, and provide services to victims of crime.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; stool, kneel and crouch to pick up or move objects; normal manual dexterity and eye-hand coordination; physical ability to lift, push, carry, and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment.

### **TYPICAL WORKING CONDITIONS**

Work is performed mostly in an office environment; respond to victim's residents, crime scenes and or allied agencies and/or hospital; occasionally transporting victims out of town; continuous contact with other staff, the public, victims and witness'.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

In-depth knowledge of the functions, programs, and policies of the County and the Office where assigned.

Computers and software used in Department and County information systems.

Principles of supervision, training, and staff development.

Program development, monitoring, and evaluation.

Principles of budget development and administration.

Statistical and financial record keeping methods, procedures, and techniques.

Techniques for the development and analysis of a variety of specialized information, as well as information and report presentation and development.

Program policies and operation requirements in the County and in the Office where assigned.

## OPERATIONS AND PROGRAMMING SPECIALIST- 3

### DESIRABLE QUALIFICATIONS (continued)

#### Ability to:

Ability to supervise assigned staff.

Plan, organize, schedule, coordinate, and perform the most highly specialized administrative support, fiscal support, and/or program operation functions of the Office.

Provide supervision, training, and work evaluation for assigned staff, as necessary.

Gather, organize, analyze, and present a variety of narrative and statistical data and information.

Assist with the development and administration of the Office program budget.

Prepare reports and correspondence.

Analyze situations accurately and determine effective courses of action.

Prioritize workload to meet established timelines and special requests.

Work within multiple time frames and deadlines.

Prepare, maintain, and submit complex fiscal and/or statistical records to the Office, the County and the State, as assigned.

Maintain confidentiality of materials and use discretion in sensitive situations.

Deal tactfully and courteously with the public, other County staff, representatives of other government agencies, and victims and witness' of crime when explaining the functions, policies, and programs of the Office.

Establish and maintain cooperative working relationships.

#### 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:

An increasing responsibility and experience in performing a variety of management, supervision, and/or administrative support work, including substantial experience in the day-to-day operations in an office setting, day-to-day operations of a programming fiscal and/or monitoring and reporting, grant writing and/or administration, dealing with victims of crime.

#### Special Requirements:

This position is a shared on-call position and availability is crucial to the performance of the position. Driver's License is required. It also requires specialized training and certifications of Domestic Violence counselling and Sexual Assault counselling, to be obtained in the first 12 months of hiring, as well as forensic interviewing certification.

*The contents of this class specification shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The County of Mono assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice. Terms and conditions of employment are determined through a meet and confer process and are subject to the Memorandum of Understanding currently in effect.*

# County of Mono Office of the District Attorney

[www.monocountydistrictattorney.org](http://www.monocountydistrictattorney.org)

**Bridgeport Office:**  
Main St. Court House, P.O. Box 617  
Bridgeport, CA. 93517  
Tel:(760)932-5550 fax: (760)932-5551



**Mammoth Office:**  
Sierra Center Mall, P.O. Box 2053  
Mammoth Lakes, CA. 93546  
Tel:(760)924-1710 fax: (760)924-1711

*Tim Kendall - District Attorney*

## *Mono County Victim/Witness Services*

The Mono County Victim/Witness program is a division of the Mono County District Attorney's Office and provides free services to victims of all crimes as well as support services to families and friends. A victim does not have to report a crime to law enforcement to be eligible for some of the services that the program provides. The office has on staff professionals who are available, dedicated and compassionate when it comes to helping victims of crime.

Victim Advocates are trained professionals with specialized knowledge and training of the criminal justice system, victimology, crisis intervention and cultural and ethnic diversity, counselling and the California Victims of Crime Compensation Program.

### **Services offered:**

- **Crisis Intervention** – Crisis intervention counseling and support for victims.
- **Emergency Assistance** – Assistance with meeting immediate needs of victims, such as food, shelter, transportation, and medical care.
- **Referral Counseling** – Counselling and/or Directing victims to community resources for assistance.
- **Orientation to the Criminal Justice System** – Explaining the system and providing information about cases.
- **Case Disposition/Status** – Keeping Victims/Witnesses aware of the investigation and prosecution of their case.
- **Property Return** – Ensuring the prompt return of property used as evidence.
- **Court Assistance/Support** – Assisting with court appearances, including providing transportation to and from court.
- **Restraining Orders** – Assist in obtaining restraining orders, including providing transportation to and from court.
- **Restitution** – Helping to obtain court-ordered restitution from convicted offenders and representing them in Restitution Court.
- **Victim of Crime Claims** – Assisting victims in preparing and submitting application to the state to receive compensation for their losses such as lost wages, medical expenses.
- **Presentations** – Promoting awareness of program services to the public, criminal justice agencies and victim service organizations.



- **Transportation** – Transportation to and from court, counselling and/or trauma centers, as needed to assist in their case.
- **Witness Relocation** – Works with the State and Department of Justice to relocate witness' of crime that are in danger of harm.
- **Other Assistance as Needed** – Childcare, creditor/employer intervention, notification of friends or relatives, transportation, etc.

### *Marsy's Law*

The Mono County District Attorney supports California's Marsy's Law, which officially recognizes that victims of crime have rights under the state constitution. The Office invokes Marsy's Law to ensure that victims have an opportunity to be heard at every court hearing where their rights could be impacted, including allowing victims to speak at bail hearings, when defense attorneys seek a continuance, and prior to the court sentencing a defendant. To protect victims' rights, the Office provides Marsy's Law services by advising victims of their rights by mail, online, and in person. The Office continues to represent the interests and rights of victims, even decades after they are victimized, by providing input for parole hearings against convicted felons.

California Constitution, Article 1, Section 28(b), confers certain rights to victims of crime. Those rights include:

- 1. Fairness and Respect** - To be treated with fairness and respect for his or her privacy and dignity, and to be free from intimidation, harassment, and abuse throughout the criminal or juvenile justice process.
- 2. Protection from the Defendant** - To be reasonably protected from the defendant and persons acting on behalf of the defendant.
- 3. Victim Safety Considerations in Setting Bail and Release Conditions** - To have the safety of the victim and the victim's family considered in fixing the amount of bail and release conditions for the defendant.
- 4. The Prevention of the Disclosure of Confidential Information** - To prevent the disclosure of confidential information or records to the defendant, the defendant's attorney, or any other person acting on behalf of the defendant, which could be used to locate or harass the victim or the victim's family or which disclose confidential communications made in the course of medical or counseling treatment, or which are otherwise privileged or confidential by law.
- 5. Refusal to be Interviewed by the Defense** - To refuse an interview, deposition, or discovery request by the defendant, the defendant's attorney, or any other person acting on behalf of the defendant, and to set reasonable conditions on the conduct of any such interview to which the victim consents.
- 6. Conference with the Prosecution and Notice of Pretrial Disposition** - To reasonable notice of and to reasonably confer with the prosecuting agency, upon request, regarding, the arrest of the defendant if known by the prosecutor, the charges filed, the determination whether to extradite the defendant, and, upon request, to be notified of and informed before any pretrial disposition of the case.
- 7. Notice of and Presence at Public Proceedings** - To reasonable notice of all public proceedings, including delinquency proceedings, upon request, at which the defendant and the prosecutor are entitled to be present and of all parole or other post-conviction release proceedings, and to be present at all such proceedings.
- 8. Appearance at Court Proceedings and Expression of Views** - To be heard, upon request, at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue.
- 9. Speedy Trial and Prompt Conclusion of the Case** - To a speedy trial and a prompt and final conclusion of the case and any related post-judgment proceedings.
- 10. Provision of Information to the Probation Department** - To provide information to a probation department official conducting a pre-sentence investigation concerning the impact of the offense on the victim and the victim's family and any sentencing recommendations before the sentencing of the defendant.

**11. Receipt of Pre-Sentence Report** - To receive, upon request, the pre-sentence report when available to the defendant, except for those portions made confidential by law.

**12. Information About Conviction, Sentence, Incarceration, Release, and Escape** - To be informed, upon request, of the conviction, sentence, place and time of incarceration, or other disposition of the defendant, the scheduled release date of the defendant, and the release of or the escape by the defendant from custody.

**13. Restitution**

A. It is the unequivocal intention of the People of the State of California that all persons who suffer losses as a result of criminal activity shall have the right to seek and secure restitution from the persons convicted of the crimes causing the losses they suffer.

B. Restitution shall be ordered from the convicted wrongdoer in every case, regardless of the sentence or disposition imposed, in which a crime victim suffers a loss.

C. All monetary payments, monies, and property collected from any person who has been ordered to make restitution shall be first applied to pay the amounts ordered as restitution to the victim.

**14. The Prompt Return of Property** - To the prompt return of property when no longer needed as evidence.

**15. Notice of Parole Procedures and Release on Parole** - To be informed of all parole procedures, to participate in the parole process, to provide information to the parole authority to be considered before the parole of the offender, and to be notified, upon request, of the parole or other release of the offender.

**16. Safety of Victim and Public are Factors in Parole Release** - To have the safety of the victim, the victim's family, and the general public considered before any parole or other post-judgment release decision is made.

**17. Information About These 16 Rights** - To be informed of the rights enumerated in paragraphs (1) through (16).

**Attorney General's Victims' Services Unit** – Provides local victim/witness information, geographic resource information and appeal status to victims of crime. To obtain information resources on your local Victim Witness Assistance Center or to request appeal status notification, contact: **1-877-433-9069**. For more information on Marsy's Law, visit the Attorney General's website at:

[www.ag.ca.gov/victimservices](http://www.ag.ca.gov/victimservices)

**Additional Resources**

*The Attorney General does not endorse, have any responsibility for, or exercise control over these organizations' and agencies' views, services, and information.*

**Victim Compensation Program** - Help for victims of: Assault, Drunk Driving, Sexual Assault, Child Abuse, Homicide, Stalking, Domestic Violence, Robbery, and Human Trafficking. Victim Compensation can help pay for: mental health counseling, funeral costs, loss of income, crime scene cleanup, relocation, medical and dental bills. For more information contact your local Victim Witness or Victim Compensation and Government Claims Board: **1-800-777-9229**

[www.vcgcb.ca.gov/victims](http://www.vcgcb.ca.gov/victims)

**CA Dept. of Corrections and Rehabilitation, Office of Victim & Survivor**

**Rights & Services** - Provides information on offender release, restitution, parole conditions and parole hearings when the offender is incarcerated in prison.

**1-877-256-6877** [www.cdcr.ca.gov/victim\\_services](http://www.cdcr.ca.gov/victim_services)

**McGeorge School of Law - Victims of Crime Resource Center** - Provides resources for victims by their geographic area along with information on restitution, civil suits, domestic violence, elder abuse, child abuse, abuse against the disabled, victims' rights and compensation. **1-800-Victims** [www.1800victims.org](http://www.1800victims.org)

**National Domestic Violence Hotline** – 24-hour hotline for domestic violence resources. **1-800-799-SAFE TTY: 1-800-787-3224**  
[www.ndvh.org](http://www.ndvh.org)

**Adult Protective Services County Contact Information** (Elder abuse) –  
Website lists 24 hour hotline numbers for each county in California.

[www.cdss.ca.gov/agedblinddisabled/PG2300.htm](http://www.cdss.ca.gov/agedblinddisabled/PG2300.htm)

**National Child Abuse Hotline** –Treatment and prevention of child abuse.

**1-800-4-A-CHILD** [www.childhelp.org/pages/hotline-services](http://www.childhelp.org/pages/hotline-services)

**Rape, Abuse & Incest National Network Hotline** – Provides free, confidential services to victims of sexual assault. **1-800-656-HOPE**  
[www.rainn.org](http://www.rainn.org)

**National Human Trafficking Resource Center Hotline** - 24-hour hotline for reporting tips, contacting local anti-trafficking services and requesting information.

1-888-373-7888 [www.traffickingresourcecenter.org](http://www.traffickingresourcecenter.org)

**The California Relay Service:** For speech impaired, deaf or hard-of-hearing

callers: **Dial 711. TTY/HCO/VCO to Voice for English:** 1-800-735-2929 **and for Spanish:** 1-800-855-3000. **Voice to TTY/VCO/HCO for English:** 1-800-735-2922 **and for Spanish:** 1-800-855-3000. **From or to Speech to Speech – English and Spanish:** 1-800-854-7784.

*A 'victim' is defined under the California Constitution as "a person who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a crime or delinquent act. The term 'victim' also includes the person's spouse, parents, children, siblings, or guardian, and includes a lawful representative of a crime victim who is deceased, a minor, or physically or psychologically incapacitated. The term 'victim' does not include a person in custody for an offense, the accused, or a person whom the court finds would not act in the best interests of a minor victim." (Cal. Const., art. I, § 28(e).) A victim, the retained attorney of a victim, a lawful representative of the victim, or the prosecuting attorney upon request of the victim, may enforce the above rights in any trial or appellate court with jurisdiction over the case as a matter of right. The court shall act promptly on such a request. (Cal. Const., art. I, § 28(c)(1).)*

## Comparable Salaries for Similar Positions

<b>County</b>	<b>Position</b>	<b>Salary</b>
Tuolumne	DA Office Manager	\$58,828
	Victim/Witness Coordinator	\$69,010
Inyo	DA Executive Assistant	\$69,716
	Victim/Witness Coordinator	\$55,042
Mariposa	Legal Executive Assistant	\$67,597
	Victim Witness Coordinator	\$62,880
Yuba	Legal Services Supervisor	\$60,888
	Victim/Witness Coordinator	\$103,560
Tehama	Legal Assistant Supervisor	\$52,890
	Victim/Witness Coordinator	\$70,356
Placer	DA Office Manager	\$71,496
	Victim/Witness Coordinator	\$73,424
Del Norte	Legal Clerk – Not an Office Manager	\$46,064
	Victim/Witness Coordinator	\$61,404
Kings	Legal Office Supervisor	\$56,561
	Victim/Witness Coordinator	\$67,647
<b>Mono</b>	<b>Administrative Service Specialist</b>	<b>\$65,520</b>

\*There are no real comparable counties because of the dual responsibilities of the position in Mono County. All other counties in the state divide the job duties between two positions.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**TIME REQUIRED**

**SUBJECT**            Agricultural Commissioner's Office  
Department Update October 2019

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

October 2019 Department Update from the Inyo and Mono Counties Agricultural Commissioner's Office.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Report</a></p>
---

**History**

Time	Who	Approval
10/4/2019 3:08 PM	County Administrative Office	Yes
10/3/2019 1:17 PM	County Counsel	Yes
10/3/2019 7:08 AM	Finance	Yes



## DEPARTMENT REPORT

October 2019

### Agriculture

The 2019 CDFA Secretary and CDPR Directors conference will be held October 21-25 in Sacramento. This conference is one of two major conferences attended by all county Agricultural Commissioners each year. Topics discussed cover the wide range of programs administered by Agricultural Commissioners and will include, among other things, cannabis and hemp, electric vehicle charging stations, issues with poultry packaging, infectious disease outbreaks in livestock, pesticide issues, and environmental justice projects.

On the industrial hemp front, Kern and Riverside Counties lead the state in planted acres. Now that the first hemp crops are beginning to reach harvest, marketing issues associated with the new crop are coming to the forefront. Many smaller farmers that planted hemp early this year do not have a clear path in sight to get the crop to market due to a small and so far inconsistent hemp processing industry and associated facilities. An article on this issue can be found [here](#). In addition to these issues, many farmers have discovered that unless they were already producing hemp previously under the provisions of the 2014 Farm Bill they are not eligible for crop insurance until the USDA promulgates hemp regulations to accompany the 2018 Farm Bill.

Inyo and Mono Counties have submitted a proposal to the California Agricultural Commissioner and Sealer's Association (CACASA) Residual Mill Subcommittee that seeks funding to improve our annual pesticide education seminar. Our seminar is the only regional meeting where local licensed applicators can obtain the continuing education (CE) hours required to renew licenses. We also provide CE hours to public health licensees, pest control advisors, and Nevada pesticide applicator licensees. We hope that the proposal is successful and will provide resources not only to hold the seminar free to licensees, but also to expand the scope of seminar topics and attract higher-profile speakers to our area.

### Weights and Measures

With the cooler temperatures upon us, staff is beginning to conduct accuracy testing on our local propane vending equipment. A large part of this testing involves checking delivery trucks to ensure meters are accurate and customers are getting what they pay for. LPG truck testing is a very complex process that takes considerable time. Not only does the amount registered need to be accurate, but it needs to be accurate at the ambient temperature delivered. Since we have wildly fluctuating temperatures in our region, temperature compensation is a very important factor in ensuring fair transactions.

Credit card skimmers seem to be making a small comeback in Inyo and Mono, and our inspectors continue to work with local law enforcement, state personnel, and federal investigators to detect and remove these devices.



Propane delivery truck meter testing

## Mosquito Abatement

The 2019 mosquito season is almost at its end. Thanks to a great seasonal staff, we managed to avoid significant disease issues this year in spite of the immense water spreading that occurred in response to high snowpack and associated runoff conditions. Another bright spot in this year's efforts was that we did not receive **any** positive results to any samples sent in for testing this year. This was somewhat surprising given that during our last high runoff year with similar irrigation activities we detected several West Nile virus positive mosquitoes and had four confirmed human cases of West Nile virus. Our staff did a great job this year protecting human health and keeping our outdoor events relatively mosquito free!



As a reminder, weekly updates on the mosquito control program including current activities and trapping results, are published from late spring to early fall and are available on our [website](#).

## Invasive Plant Management

The weed program's busy season is also beginning to wind down, although plant management activities continue off and on throughout the year. We will be taking representatives from the Wildlife Conservation Board on a tour this month to assess one of our ongoing projects. An Eastern Sierra Weed Management Area meeting is also scheduled for October 30. This meeting, administered by the Agriculture Department, brings together 15 local and regional entities to discuss current and emerging invasive plant issues while also facilitating cooperative planning on how to best deal with these issues.

## Inyo County Commercial Cannabis Permit Office

We continue to work on moving cannabis applications through our system. For cultivation licensing on the state level, CalCannabis recently issued an update indicating they have issued 398 annual licenses and 3,047 provisional licenses. 813 licenses are on hold due to nonpayment of fees and 1,704 have been received but have yet to be reviewed.

While the US House of Representatives has [passed a bill](#) allowing banks to work with cannabis businesses, the Senate has not yet moved forward on this issue. Allowing cannabis companies to access our banking system would remove one of the most significant roadblocks to the success of these businesses.

### October 2019 Important Dates

October 4

Wildlife Conservation Board Staff  
Invasive Plant Project Tour

October 14-16

Department of Pesticide Regulation  
Oversight Staff Visit

October 16

OVMAP Season Ends

October 21-25

Secretary and Director's Conference  
Sacramento

October 30

Eastern Sierra Weed Management Area Meeting  
USFS Building, Bishop



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**TIME REQUIRED**

**SUBJECT**            Mammoth Lakes Fire Safe Council  
                              (MLFSC) Updated Request

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A letter from the MLFSC updating the Board on the progress of the Lakes Basin Hazardous Fuels Reduction Project.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Letter</a></p>
---

**History**

Time	Who	Approval
10/4/2019 3:30 PM	County Administrative Office	Yes
10/3/2019 1:25 PM	County Counsel	Yes
10/3/2019 7:08 AM	Finance	Yes



Good Morning,

This email is written on behalf on the Mammoth Lakes Fire Safe Council (MLFSC).

On September 3<sup>rd</sup>, the MLFSC presented information to the Board of Supervisors (BOS) regarding the Lakes Basin Hazardous Fuels Reduction Project (project) and requested a financial contribution to the project. The request arrived too late to be included in the Mono County budget process and Janet Dutcher, Mono County Finance Director, recommended waiting to assess fund availability at the end of September.

The MLFSC seeks to provide an update to the BOS per discussions that occurred at the September 3<sup>rd</sup> meeting.

On September 4<sup>th</sup>, the Mammoth Lakes Town Council voted unanimously to support the project and allocated \$60,425, one third of the \$181,276.20 project deficit, to the MLFSC for the project (see attached Resolution 19-63). On September 16<sup>th</sup>, the Los Angeles Department of Water and Power (LADWP) also committed \$60,425 to contribute to the project's completion (see attached LADWP Letter of Commitment).

As advised by the BOS, the MLFSC communicated with Cal Rossi, Government Relations Manager from Southern California Edison (SCE), regarding the initial request to SCE to contribute funds to the project. Per direction from Cal Rossi, the MLFSC is completing an application, similar to a small grant application, requesting \$30,000 from SCE to contribute to the project.

Should the MLFSC be successful in receiving \$30,000 from SCE, the outstanding project deficit will be \$30,425.

Please reach out with any questions regarding this update.

Thank you,

**Betty Hylton**

Mammoth Community Water District

760-934-2596 ext 274

[bhylton@mcwd.dst.ca.us](mailto:bhylton@mcwd.dst.ca.us)

**RESOLUTION NO. 19-63**

RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,  
MODIFYING THE FISCAL YEAR 2019-20 GENERAL FUND BUDGET

WHEREAS, the Town Council has received a funding request to complete fuels reduction work in the Lakes Basin; and

WHEREAS, the Town Council wishes to contribute the requested amount of \$60,425 in grant matching funds; and

WHEREAS, the Town Council has adopted a Fiscal Year 2019-20 Budget; and

WHEREAS, the Town Council wishes to make modifications to that Budget; and

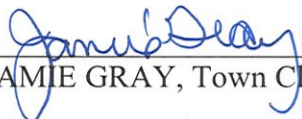
WHEREAS, the Town Council has sufficient funds available in the General Fund Fund Balance.

NOW, THEREFORE, BE IT RESOLVED that the Administrative Services/Finance Director is hereby directed to make the following modifications to the FY 2019-20 budget, as provided for in Attachment A.

APPROVED AND ADOPTED THIS 4th day of September 2019.

  
BILL SAUSER, Mayor

ATTEST:

  
JAMIE GRAY, Town Clerk

BUDGET TRANSFER

Date of Request: September 4, 2019

Requested By: Daniel C Holler  
 Department: Town Manager

Account Name	Fund	Dept.	Account	Object	CR	DR	DR	CR
					Revenue	Revenue	Expense	Expense
					Increase	Decrease	Increase	Decrease
1 Increase Town Manager Contract Service	100	- 413	- 43031	-			60,425	
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
Totals					\$ -	\$ -	\$ 60,425	\$ -
Net Change					\$ -	\$ -	\$ 60,425	\$ -

Reason for Transfer:  
 Mammoth Lakes Fire Safe Council (MLFSC) Grant Matching Funds to complete fuels reduction work in the Lakes Basin.

Reason Budget Available:  
 The General Fund Fund Balance has sufficient funds available to fulfil this request.

Funding Source:  
 General Fund Fund Balance

Department Head Signature: \_\_\_\_\_

Town Manager or Administrative Services/Finance Director Signature: \_\_\_\_\_

Town Council Approval Date (if required) : Date, Item # - \_\_\_\_\_

<i>Finance Department's Use Only</i>	
Reviewed By: _____ Finance Manager	Date: _____
CASH ENTRY REQD: ___ Yes ___ No Done by: _____	
Keyed By: _____	Date: _____ Journal #: _____

STATE OF CALIFORNIA        )  
COUNTY OF MONO            )  
TOWN OF MAMMOTH LAKES)        ss.

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 19-63 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 4<sup>th</sup> day of September 2019, by the following vote:

AYES:                            Councilmembers Hoff, Stapp, Wentworth, Mayor Pro Tem Salcido,  
  and Mayor Sauser

NOES:                            None

ABSENT:                         None

ABSTAIN:                        None

DISQUALIFICATION:   None

  
\_\_\_\_\_  
JAMIE GRAY, Town Clerk



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners

Mel Levine, President

Cynthia McClain-Hill, Vice President

Jill Banks Barad

Christina E. Noonan

Susana Reyes

Susan A. Rodriguez, Secretary

Martin L. Adams, Interim General Manager and Chief Engineer

September 16, 2019

Mr. Dave Easterby  
Mammoth Lakes Fire Safe Council  
P.O. Box 5  
Mammoth Lakes, CA 93546

Dear Mr. Easterby:

Subject: Letter of Commitment for Support of the Fuel Reduction Project

Los Angeles Department of Water and Power (LADWP) has reviewed the Mammoth Lakes Fire Safe Council's (MLFSC) request of June 25, 2019 for the LADWP to provide support for a variety of fuel reduction treatments on 630 acres located in the Mammoth Lakes Basin. In response to your request, LADWP is pleased to inform you of its intent to participate in collaborative efforts of the MLFSC, Mammoth Community Water District, and Mammoth Lakes Fire Protection District. To assist the group in achieving the goals of the MLFSC, LADWP is willing to commit to a financial contribution of \$60,425. LADWP applauds the goals of this project to reduce the likelihood of adverse wildfire impacts to recreational amenities, community water supply, area residences, resorts, and other community resources potentially impacted in the event of a wildfire.

LADWP looks forward to working with you to keep our community safe. If you have any questions, please feel free to contact me at (760) 873-0342.

Sincerely,

A handwritten signature in blue ink that reads 'Clarence E. Martin'.

Clarence E. Martin  
Manager of Aqueduct

CM:fj/slr

c: Ms. Betty Hylton, Town of Mammoth Lakes  
Ms. Stacy Corless, Mono County  
Mr. Matthew Diener, Fire Safe Council



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 8, 2019

**TIME REQUIRED**

**SUBJECT**            Governor's Proclamation of the  
                              Primary Presidential Election

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

A proclamation by the Governor of the State of California that the Presidential Primary Election will be held throughout the state on Tuesday, March 3, 2020.

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

### CONTACT NAME:

**PHONE/EMAIL:** /

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Proclamation](#)

---

### History

Time	Who	Approval
10/4/2019 3:20 PM	County Administrative Office	Yes
10/3/2019 1:25 PM	County Counsel	Yes
10/4/2019 8:42 AM	Finance	Yes



EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

**FILED**  
In the office of the Secretary of State  
of the State of California

OCT 02 2019  
By *Alex Padilla*  
Deputy Secretary of State

**A PROCLAMATION  
BY THE GOVERNOR OF THE STATE OF CALIFORNIA**

I, **GAVIN NEWSOM**, Governor of the State of California, pursuant to section 12000 of the Elections Code, proclaim that a Presidential Primary Election will be held throughout this State on Tuesday, the 3rd day of March 2020, at which candidates to the following offices will be presented to the voters:

President of the United States

Representatives to the Congress of the United States from each of the 53 congressional districts of the State;

State Senators from odd-numbered districts of the 40 senatorial districts of the State;

Members of the Assembly from each of the 80 assembly districts of the State; and

All such other state, county, judicial, or other officers as are provided by law to be filled at such election.

I further proclaim that at such election there will also be submitted to the voters such proposed constitutional amendments, questions, and propositions as are required to be so submitted by the Constitution and laws of this State.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of October 2019.



*Gavin Newsom*  
GAVIN NEWSOM  
Governor of California

**ATTEST:**

*Alex Padilla*  
ALEX PADILLA  
Secretary of State



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**Departments: Risk Management and Public Works**

<b>TIME REQUIRED</b>	PUBLIC HEARING: 10:00 AM - 15 minutes (5 minute presentation; 10 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Stacey Simon and Tony Dublino
<b>SUBJECT</b>	Community Center Policy and Fee Update		

**AGENDA DESCRIPTION:**

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

Public hearing and proposed resolution updating the County's community center use policies and fees in order to: decrease fee for use of the Crowley Community Center from \$200 to \$100 (with kitchen) and from \$150 to \$75 (without kitchen) per use; establish an earlier event closing time at the Crowley Lake Community Center (from 10:00 p.m. to 9:00 p.m.); to allow waiver of security deposits for specified nonprofit and/or governmental organizations; to increase fees for certain multi-day events; and to make assorted administrative/clarifying changes.

**RECOMMENDED ACTION:**

Adopt proposed resolution R19-\_\_\_, superseding and replacing Resolution R09-08 setting forth revised policies and fees for the use of County Community Centers. Provide any desired direction to staff.

**FISCAL IMPACT:**

The reduction in fees charged for the Crowley Community Center will decrease community center revenues by \$75.00 (or \$100 if the kitchen is used) for each use of the Crowley Community Center. The change in fees charged for multi-day events will result in an increase of \$50.00 per additional day for consecutive-day events and \$75.00 (or \$100.00 with kitchen) per use for repetitive weekly events lasting more than 12 weeks.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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



<a href="#">Exhibit to Resolution</a>
<a href="#">Exhibit to Resolution (cont.)</a>
<a href="#">Proposed Resolution (Redline)</a>
<a href="#">Exhibit to Resolution (Redline)</a>
<a href="#">Exhibit to Resolution 2 (Redline)</a>
<a href="#">Public Hearing Notice</a>

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/4/2019 3:19 PM	County Administrative Office	Yes
10/2/2019 10:28 AM	County Counsel	Yes
10/3/2019 6:53 AM	Finance	Yes



# COUNTY OF MONO

---

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5410 • FAX (760) 932-5411

Steve Barwick  
County Administrative Officer

To: Board of Supervisors  
From: Jay Sloane, Risk Manager  
Date: 10/8/2019

Subject  
Community Center Fee and Policy Update

Recommendation  
Consider and potentially adopt Resolution R19-\_\_\_, superseding and replacing Resolution R09-08 setting forth policies and establishing fees for the use of the County's Community Centers.

Discussion  
Mono County has six community centers located throughout the County: Benton, Bridgeport, Chalfant, Crowley Lake, June Lake, Lee Vining, and Walker. These community centers are frequently used by the public and local organizations for meetings, workshops, classes, weddings, and parties, among other things.

Public Works has recently taken over all community center-related duties, and staff has developed some suggested improvements to the community center policies to improve issues such as noise complaints, ease of customer use and staff administration, and appropriate fees.

In addition, at a meeting last summer, the Board suggested that staff research specified changes to current policies to address noise complaints at the Crowley Community Center and to potentially provide for reduced-cost use of certain centers. As a result of that research, the proposed resolution contains the following proposed changes to existing policies:

- An event closing time of 9:00 p.m. instead of 10:00 p.m. at the Crowley Lake Community Center. All other community centers would remain available until 10:00 p.m.
- A reduction of the use fee at the Crowley Lake Community Center to align with the fees charged at all other community centers.
- A security deposit waiver for nonprofits and government agencies that already qualify for a fee waiver under existing policies, provided they are in good standing, with no history of community center rule violations or excessive clean-

up following an event. The security deposit waiver would not be available for events that qualify as special events or involve the presence of alcohol.

- A change to the reoccurring event policy and fee as follows. Currently the reoccurring event language requires one fee for any reoccurring event within 12 weeks. This has been applied to both weekly classes (“recurring uses”) and workshops occurring on multiple consecutive days (“consecutive uses”). The proposed policy change would limit reoccurring uses to a maximum of 4 hours per day, one day a week, for a period of 12 weeks, for one use fee and security deposit. Consecutive uses would require a fee for each day of use, but the fee for all days following the first day would be reduced to \$50.00.

#### Fiscal Impact

The reduction in fees charged for the Crowley Community Center will decrease community center revenues by \$75.00 (or \$100 if the kitchen is used) for each use of the Crowley Community Center. The change in fees charged for multi-day events will result in an increase of \$50.00 per consecutive day for consecutive events and \$75.00/\$100.00 per use for repetitive events lasting more than 12 weeks.

#### Attached

Proposed Resolution R19-\_\_

Attached Exhibit: Community Center Use Agreements

Redline of Proposed Resolution R19-\_\_ showing proposed policy changes

Redline of Attached Exhibit: Community Center Use Agreements

Public Notice of changed fees



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. R19-\_\_\_**  
**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS**  
**SUPERSEDING AND REPLACING RESOLUTION NUMBER 09-08**  
**SETTING FORTH REVISED POLICIES AND FEES**  
**FOR THE USE OF COUNTY COMMUNITY CENTERS**

**WHEREAS**, in 2009 the Board of Supervisors enacted Resolution R09-08, setting forth policies and establishing fees for the use of county community buildings (i.e., community centers); and

**WHEREAS**, Resolution 09-08 addressed a variety of issues concerning the use of the County’s community centers including, but not limited to: insurance requirements; the handling of keys, deposits, and fees (including exemptions from fees); event scheduling; and the role of event coordinators, etc.; and

**WHEREAS**, since Resolution 09-08 was enacted, the Board has determined that additional adjustments should be made to Community Center use policies in order to allow the public greater access to community centers, streamline the reservation system, and respond to community input and management issues.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO** as follows:

**SECTION ONE: FEES AND DEPOSITS**

**A. Findings**

The Board of Supervisors hereby finds and determines that:

1. The charge to the public for use of County community centers should be fair and reasonable given market conditions in the community in which the center is located, the amenities available at the center, and taking into consideration the County’s costs to maintain and make the centers available for use by the public.

2. The current cost to the County to make its community centers available to the public, including but not limited to the cost of administration, insurance, climate control, maintenance, repair, and deep cleaning (hereinafter “Cost”), is estimated to exceed \$200.00 per use.

1  
2 3. Considering the market conditions in the unincorporated areas of the County,  
3 the demand for use of the community centers, the amenities offered by each center, and  
4 the Cost associated with making the community centers available, the fees set forth in  
5 subsection B.1 of this section are considered to be fair and reasonable.

6 4. In addition to the Cost described above, the County incurs potential additional  
7 expense when it authorizes the public to utilize a County community center because of the  
8 potential for damage to the center or the failure of the user to clean the center and return it  
9 to its original condition. The amount of that potential additional expense is impossible to  
10 estimate with any specificity as it depends on the individual repair and/or cleaning  
11 required. Moreover, past experience has been that property damage and/or a failure to  
12 clean are more likely to be associated with uses at which alcohol is present. In order to  
13 offset this potential additional expense, it is fair and reasonable to require that deposits in  
14 the amounts set forth in subsection B.2 of this section be paid.

15  
16 **B. Fees and Deposits Established**

17 Except as provided in Section Two, fees and deposits for each use of the County's  
18 community centers are hereby established as follows and shall be administered and paid  
19 in accordance with the County's Community Center Use Agreement.

20

21	<i>1. Fees</i>	<i>Day</i>	<i>Subsequent Consecutive Days</i>
22	Fee (per use, w/o kitchen)	\$ 75.00	\$50.00
23	Fee (per use, w/kitchen)	\$100.00	\$50.00
24	<b>2. Deposits</b>		
25	Deposit (per use, alcohol present)	\$500.00	
26	Deposit (per use, alcohol not present)	\$300.00	

27 **C. Definitions**

28 For the purposes of this Section, a "use" shall be defined as an event occurring on  
one calendar day or, for repetitive events (e.g., a class meeting every Wednesday), an  
event occurring for up to four hours per day, no more than once per week, for up to a  
twelve-week period. Fees must be paid for each "use" of a County Community Center.  
For example, for a repetitive event lasting from between thirteen to twenty-four weeks,  
the fee must be paid two times. Events involving consecutive days shall be charged the  
full Fee for the first day and a reduced fee, as shown above, for each day thereafter.

1                   **SECTION TWO: FEE OR DEPOSIT WAIVERS**

2                   Fees for the use of the County’s community centers shall be waived for certain  
3 nonprofit organizations and local governmental agencies in accordance with this Section.

4                   In addition, Security Deposits for certain nonprofit or governmental organizations,  
5 as described in subsection B below, may be waived at the discretion of the CAO, or an  
6 authorized designee, based on a determination that there has been no prior violation of a  
7 community center use agreement by that organization and no extraordinary measure(s)  
8 required to clean the facility following a prior use by that organization, as verified by the  
9 Public Works department. Under no circumstance shall a deposit be waived for Special  
10 Events or for events where alcohol is present.

11                   **A. Public Purpose**

12                   The Board of Supervisors hereby finds and determines that:

- 13                   1. The activities of certain nonprofit organizations and local government  
14 agencies promote public purposes of the County such as cultural  
15 enrichment, community service, economic development, education, and  
16 public health and welfare; and

17                   Many nonprofit organizations and local government agencies promote these public  
18 purposes through events held at the county’s community centers; and

- 19                   2. Exempting the above users from the payment of fees for such uses would  
20 support their activities and the public purposes described herein.

21                   **B. Eligibility for Fee or Security Deposit Waiver**

22                   Except as provided in paragraph C, the following types of nonprofit organizations  
23 and local government agencies shall be exempt from the payment of fees, and may be  
24 exempt from the payment of deposits, as determined by the CAO or designee, for the use  
25 of the County’s community centers:

- 26                   ○ charities and other nonprofit organizations exempt from federal taxes  
27 pursuant to Internal Revenue Code section 501(c)(3)
- 28                   ○ civic leagues and other nonprofit organizations exempt from federal taxes  
pursuant to Internal Revenue Code section 501(c)(4)
- chambers of commerce and other nonprofit organizations exempt from  
federal taxes pursuant to Internal Revenue Code section 501(c)(6)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- clubs and other nonprofit organizations exempt from federal taxes pursuant to Internal Revenue Code section 501(c)(7)
- bona fide school organizations such as parent-teacher associations, “boosters,” and sports teams
- federally-recognized Indian tribes in the County and bona fide tribal organizations such as Indian community associations
- local government agencies in the County (e.g., the Town of Mammoth Lakes, schools, libraries, special districts, and joint powers agencies) and auxiliaries or other bona fide organizations affiliated with such agencies
- any other nonprofit organizations expressly exempted from the payment of such fees by minute order of the Board of Supervisors

C. Inapplicability of Fee or Deposit Waiver

Notwithstanding paragraph B, or any other provision of this Resolution, no exemption from community center use fees or deposits shall exist or be granted with respect to either of the following:

- Events that are not open on equal terms to all interested members of the public (e.g., events that are invitation-only or are otherwise restricted to certain members of the public);
- Organizations who do not operate or conduct any of their regular (i.e., non-fundraising activities within Mono County.

D. Determination of Eligibility for Fee or Security Deposit Waiver

County staff may require any organization seeking an exemption from fees or deposits pursuant to this Resolution to submit such documentation or other proof as County staff may deem necessary and appropriate to verify their tax-exempt status or other basis for eligibility.

In the event that eligibility for a waiver is unclear, the County Administrator, in consultation with County Counsel and the Finance Director, shall have the authority to interpret this Section to determine its applicability to a particular event or organization. The County Administrator’s decision shall be final.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SECTION THREE: INSURANCE REQUIREMENTS**

Insurance for events, gatherings, meetings, or other activities held at a community center shall be provided in such form and in such amounts as determined by the Mono County Risk Manager to be necessary and/or prudent, and as set forth in the agreement authorizing said use executed pursuant to Section Five of this Resolution.

**SECTION FOUR: EVENT COORDINATORS; DUTIES**

**A. Community Member**

The County may utilize a responsible individual living near to (or in the same community as) a community center to serve as an Event Coordinator for that community center. The duties of Event Coordinators may include, among other things: the distribution and management of building keys; the receipt of deposits and fees; and the calendaring of Events. The scope of the Event Coordinator’s duties, and the agreed-upon compensation and other terms and conditions, shall be set forth in a written agreement.

**B. Existing County Staff**

The County Administrative Officer may designate existing staff to serve as an Event Coordinator at some or all of its community centers in lieu of, or in conjunction with, an Event Coordinator designated pursuant to paragraph A. In the event staff is designated to coordinate some or all community center events (or to coordinate components of such events in conjunction with an Event Coordinator), then such duties shall be consistent with the delegation.

//////  
//////  
//////  
//////  
//////  
//////  
//////  
//////



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SECTION FIVE: AUTHORITY TO SIGN USE AGREEMENTS**

The Board of Supervisors hereby delegates the authority to sign agreements for the use of the County's community centers to the Director of the Department of Public Works or his designee or, in the event that the County Administrative Officer has designated staff to coordinate events in accordance with paragraph B of Section Four of this Resolution, to the person occupying the designated position or his designee. All agreements must be approved as to form by County Counsel and approved as to insurance and risk management issues by Risk Management and shall be in substantially the same form as set forth in the Exhibit to this Resolution which is attached hereto and incorporated by this reference.

**SECTION SIX:** This resolution shall supersede and replace Resolution No. 09-08 in its entirety and Resolution No. 09-08 shall be of no further force or effect.

**APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
COUNTY COUNSEL

EXHIBIT to R19-\_\_\_ (October 8, 2019)

**MONO COUNTY  
COMMUNITY CENTER  
USE AGREEMENT**

\_\_\_\_\_  
(Insert community center location)

WHEREAS, the County of Mono ("County") owns and maintains several community centers throughout the county, which it is willing to make available to the public for activities, special events, meetings, and other gatherings ("Events"); and

WHEREAS, \_\_\_\_\_ (insert name of user) ("User") would like to use the community center described above for an Event and is willing to agree to the terms and conditions contained herein in exchange for County's authorization to do so.

**I. EVENT DESCRIPTION AND DETAIL**

Date of Event: \_\_\_\_\_ Hours of Event: \_\_\_\_\_ to \_\_\_\_\_

Type of Event: \_\_\_\_\_ (e.g., wedding, party, meeting, class, workshop)

Is the Event repetitive (i.e., does it occur on more than one date)? \_\_\_\_\_

If repetitive, please list each date individually. Note that this Use Agreement is valid for up to twelve weeks for repetitive events. A new Agreement is required for repetitive Events lasting more than twelve weeks.

\_\_\_\_\_.

Type of User:

(Check one)  Individual  For-Profit Entity  Non-Profit Organization  Public Entity

Other (please describe) \_\_\_\_\_

Number of people attending event: \_\_\_\_\_ (if 75 or more, please see paragraph 9.)

Contact person and information:

(Name) \_\_\_\_\_

(Mailing address) \_\_\_\_\_

(Phone number) \_\_\_\_\_

(E-mail address) \_\_\_\_\_

//////////

<b>User please answer the following by marking the appropriate boxes:</b>	<b>YES</b>	<b>NO</b>
A. Will the kitchen be used? .....	<input type="checkbox"/>	<input type="checkbox"/>
B. Will alcoholic beverages be present or provided? .....	<input type="checkbox"/>	<input type="checkbox"/>
C. Will alcoholic beverages be sold? .....	<input type="checkbox"/>	<input type="checkbox"/>
D. Will there be any attendees under the age of 18? .....	<input type="checkbox"/>	<input type="checkbox"/>
E. Will food be provided to the general public? .....	<input type="checkbox"/>	<input type="checkbox"/>
F. Will the Event be open to the general public? .....	<input type="checkbox"/>	<input type="checkbox"/>
G. Will there be 75 or more people in attendance at the Event? .....	<input type="checkbox"/>	<input type="checkbox"/>
H. Will <u>food</u> or <u>goods</u> be sold? (circle one or both, if applicable) .....	<input type="checkbox"/>	<input type="checkbox"/>
I. Will <u>PA/microphone system</u> be used? .....	<input type="checkbox"/>	<input type="checkbox"/>

## II. TERMS AND CONDITIONS

User is hereby authorized to use the Mono County community center noted above (the "Community Center") on the date and time and for the type of Event specified in section I of this Agreement, in accordance with the following terms and conditions:

### 1. DEPOSIT AND USE FEES

1.1. Concurrently with the submission of this Agreement, User shall pay to County the Deposit and the Use Fees set forth in the document entitled "Community Center Use Fees and Deposits" which is attached to this Agreement as Exhibit "A" and incorporated by this reference. No Reservation will be made for use of the Community Center unless and until the applicable Deposit and Use Fees have been received by County and this Agreement has been executed by both the County and the User.

1.2. The Deposit and Use Fees shall be paid by separate checks made payable to the County of Mono. To cancel a reservation, User shall contact the Site Coordinator. **If the cancellation is made less than seven calendar days prior to the date of the Event, then the Use Fee will not be refunded.**

### 2. COUNTY PRECEDENCE

2.1. Where "standing" reservations have been made for regularly-scheduled (repetitive) Events, there may be instances where a County function must be held on a standing Event date. In such a case, County business will take precedence and the "standing" Event will be preempted for that day or days. Use Fees received for the date of the preempted Event will be refunded, unless the County and User mutually agree to reschedule the preempted Event.

2.2. County's community centers are an integral part of its emergency response system. In the event of an emergency, as determined in the sole discretion of County, it may be necessary for County to cancel an Event reservation. In such circumstances, County will refund all Use Fees and Deposits received for the canceled Event unless County and User mutually agree to reschedule the canceled Event.

2.3 In the event of preemption or cancelation pursuant to this paragraphs 2.1 or 2.2 of this section, County shall not be liable to User, or to its guests, invitees, participants or to other third parties, for any damages whatsoever, including, but not limited to, any damages for lost profits or lost revenue, or for special, incidental, punitive, or consequential damages, even if County has been advised of the possibility or likelihood of such damages. User hereby waives any claim it may have, and agrees to defend, indemnify, and hold County harmless against claims by third parties, for such damages.

### 3. USER RESPONSIBLE FOR CONDUCT

3.1 User is responsible for the conduct of all persons present at the Event and agrees to ensure that the Event will be conducted in an orderly manner. Failure to conduct the Event in an orderly manner, demonstrated by lack of compliance by User (or others present at the Event) with any of the terms and conditions of this Agreement, may result in a forfeiture of User's Deposit, immediate closure of the Event, and/or the loss of future privileges to use the facility.

3.2 User hereby acknowledges that County personnel, including law enforcement personnel, may enter the Community Center at any time during the Event for the purpose of ensuring compliance with the terms and conditions of this Agreement.

### 4. CLEANING AND CLOSING RESPONSIBILITIES

4.1 User is responsible for cleaning and "closing" the Community Center after the Event, including performing each of the tasks listed in the "Community Center Closing Checklist" which is attached to this Agreement as Exhibit "B" and incorporated by this reference. In the event the Community Center is left unclean as determined in County's sole discretion, or any of the tasks set forth in the Closing Checklist have not been performed, cleaning and/or maintenance fees will be deducted from the Deposit on file. If the cost of cleaning and/or maintenance exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment therefore as provided in paragraph 4.3.

4.2 User is responsible for any damage over and above normal usage of the building and its contents, as determined by County. If User notes any damage or unusual condition upon entering the building, then User shall report it to the Department of Public Works at (760) 932-5440 prior to the occurrence of the Event. If an unusual condition is not reported prior to the Event, then County will presume, unless proven to the satisfaction of County otherwise, that the condition was caused by the Event and the costs of remediating the condition will be deducted from User's Deposit. If the cost exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment thereof as provided in paragraph 4.3.

4.3 User shall make payment of any amounts owing in excess of the Deposit which are charged in accordance with paragraphs 4.1 or 4.2 within fifteen calendar days of the date printed on the notice of charges provided to User by County. Payments not made within said time period shall accrue interest at the rate of ten percent (10 %) per annum.

5. COMMUNITY CENTER KEYS

5.1 User will be provided with the key lockbox combination to the Community Center in advance of the Event and shall return the key to the lockbox following the Event.

5.2 User shall maintain sole possession and control of the key during the reservation and ensure that it is returned to the lockbox immediately following the Event. No person other than User shall be authorized to use or hold the key. The reproduction or distribution of keys is prohibited.

6. USE RESTRICTIONS AND OCCUPANCY LIMITS

6.1 Occupancy limits for the Community Center are posted onsite and will be enforced. Emergency exits shall be kept clear at all times.

6.2 With the exception of service animals assisting the disabled or as permitted by a Special Event Permit or other express authorization by County, animals are not allowed within the Community Center.

6.3 No persons under the age of 18 shall be present without adult supervision. For the purposes of this paragraph, adult supervision shall mean the presence of a sufficient number of adults so as to maintain continuous supervision and control over any minors present at the Event, but in no case shall there be less than one adult for every ten (10) minors.

6.4 There is no smoking inside the Community Center building or within 20 feet of any entrance, open window, or ventilation system.

6.5 Live music, amplified sound, and all other noise generated by the Event shall comply with the limits set forth in Mono County's noise ordinance (Mono County Code Chapter 10.16) and shall not constitute a nuisance to neighbors or others in the vicinity of the Community Center.

6.6 *Loaded* firearms are not allowed in the Community Center unless carried by authorized security personnel or law enforcement officials. *Unloaded* firearms are allowed in the Community Center only where such use is an integral part of the Event. Such Events include: a class in firearm safety; where firearms are awarded as prizes or offered for raffle by non-profit charitable organizations; gun collectors' shows; or such other type of Event for which the presence of unloaded firearms is approved in writing by Risk Management.

6.7 All automobiles associated with the Event (e.g., invitees, vendors, etc.) shall be parked in Community Center parking areas, to the extent possible.

6.8 The wheelchair lift at the Bridgeport Memorial Hall is for use only by those with limited mobility. Violation of this intended use may result in loss of security deposit and/or loss of future community center use privileges regardless of whether the wheelchair lift sustains damage.

7. PROVISION OR SALE OF ALCOHOL

7.1 If alcohol is to be provided, served, sold, or otherwise present at the Event, then User shall provide insurance in accordance with the document entitled "Community Center Insurance and Alcohol Requirements" which is attached to this Agreement as Exhibit "C" and incorporated by this reference. User shall additionally comply with all permit and approval requirements set forth in Exhibit "C."

7.2 The presence of alcohol at an Event in violation of this Section or any failure to comply with the insurance/permit requirements set forth in Exhibit "C" may result in the immediate closure of the Event, the forfeiture of User's Deposit, and/or the loss of future privileges to utilize the facility.

7.3 Under no circumstances shall alcohol be provided, served, made available, or sold to any person under the age of 21.

7.4 All Events shall conclude by 10:00 p.m.

## 8. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

If the Community Center is utilized by User for the provision of a service, class, or other purpose for which the User (or the individual or entity providing the service or class) is required by law to be licensed, certificated, or otherwise officially qualified or permitted, then the User (or other individual or entity providing the service or class) must obtain the relevant license, certificate, authorization, permit, or qualification prior to the date of the Event. And said license, certificate, authorization, permit, or qualification shall be maintained in full force and effect throughout the duration of the Event and shall be present and available for display and inspection at all times during the course of the Event. User understands and acknowledges that it is User's sole responsibility to identify, secure, and maintain any license, certificate, authorization, permit, or other qualification required by law, or to ensure that the individual or entity providing the service or class pursuant to this Agreement for which the license, certificate, authorization, permit, or other authorization is required, has done so. Notwithstanding the foregoing, if there is any dispute or disagreement between County and User as to whether a particular license, certificate, permit, authorization, or other qualification is required, County reserves the right to make such determination for purposes of this Agreement and to deny User the use of the Community Center in the event that said license, certificate, or other permit or authorization is not obtained or is not in effect at the time of the Event.

## 9. SPECIAL EVENT PERMIT

A Special Event Permit may be required for Events at which it is anticipated that 75 or more individuals will attend, Events involving the sale of goods, Events at which alcohol will be present, and Events open to the general public. The Special Event Permit imposes additional rules and restrictions not set forth in this Agreement. A Special Events permit application and related information may be obtained here: <https://monocounty.ca.gov/cao/page/special-events>. If a Special Event Permit is required for the Event, then this Agreement must be submitted for approval at least thirty (30) calendar days prior to the date scheduled for the Event, unless a different deadline is established by the Mono County Administrative Office, and shall be of no force and effect unless and until the Special Event Permit has been issued.

10. TEMPORARY FOOD PERMIT

Events open to the general public at which food is provided or sold, and all Events at which food is sold, require a temporary food permit from the Mono County Department of Environmental Health. Please contact the Department at least fourteen (14) calendar days prior to the date scheduled for the Event at (760) 924-1830 or (760) 932-5580. If a temporary food permit is required and has not been obtained by the date scheduled for the Event, then this agreement shall be cancelled and null and void and shall be of no force and effect.

11. DEFENSE AND INDEMNIFICATION

11.1 User shall defend, 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 Event or this Agreement. User's obligation to defend, indemnify, and hold the 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. User's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of User, its agents, employees, suppliers, guests, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

11.2 User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of paragraph 11.1 is not limited to, or restricted by, any requirement in this Agreement that User procure and maintain a policy of insurance.

12. NONDISCRIMINATION

During the performance of this Agreement, User, its agents, guests, 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 participating in the Event, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, gender, or sexual orientation.

////////

////////

////////

////////

////////

////////

////////

//////////

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement of County and User, and (with the exception of additional conditions potentially required pursuant to a Special Event Permit) no representations, inducements, promises, or agreements otherwise between them 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 County and User.

14. EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF MONO

USER

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

This Agreement is not to be executed by the County unless and until the section below has been fully completed. **This Agreement shall be of no force and effect and shall confer no rights, nor impose any obligations, upon either party unless and until the section below has been fully completed and initialed by County staff or its designee.**

**County Use Only:**

<u>Deposit (ref: ¶ 1 and Exhibit A)</u>	\$ _____ Paid / Exempt (circle one)
<u>Fees (ref: ¶ 1 and Exhibit A)</u>	\$ _____ Paid / Exempt (circle one)
<u>Personal Liability/Property Damage insurance (ref: ¶ 7 and Exhibit C )</u>	Obtained / N/A (circle one)
<u>Permit to sell alcohol (ABC) (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Approval for presence of alcohol (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Special Event Permit (ref: ¶ 9)</u>	Obtained / N/A (circle one)
<u>Temporary food permit (ref: ¶ 10)</u>	Obtained / N/A (circle one)
<u>Risk Manager's approval for firearm (ref:¶ 6.6)</u>	Obtained / N/A (circle one)

\_\_\_\_\_ Initials of staff person  
completing this section



## COMMUNITY CENTER USE FEES AND DEPOSITS (EXCLUDING CROWLEY LAKE)

---

---

	USE FEE*	DEPOSIT w/o ALCOHOL	DEPOSIT w/ALCOHOL
With kitchen: .....	\$100/\$50 .....	\$300 .....	\$500
Without kitchen: .....	\$75/\$50 .....	\$300 .....	\$500
Nonprofit, school, or government entities meeting criteria set forth in Resolution R09-__ .....	None .....		
\$300** .....	\$500		

---

\* A "use" is an event occurring on one calendar day or, for repetitive events (e.g., a class meeting every Wednesday), an event occurring for up to four hours per day, no more than once per week, for up to a twelve-week period. Fees must be paid for each "use" of a County Community Center. For example, for a repetitive event lasting from between thirteen to twenty-four weeks, the fee must be paid two times. For events involving multiple consecutive days, the Fee for each day following the first day shall be \$50. For example, for a two-day event with use of the kitchen, the fee would be \$150.

\*\*Deposits for events where alcohol is not served may be waived for nonprofits, schools or government entities meeting the criteria set forth in Resolution R19-\_\_.

Exhibit "B"

## COMMUNITY CENTER CLOSING CHECKLIST (EXCLUDING CROWLEY LAKE)

Prior to leaving the building, User shall complete the following checklist for those tasks that are applicable to the Community Center where the Event was held and to the type of Event held.

### TASKS FOR ALL EVENTS:

- All decorations have been removed from the walls, ceiling, floor, etc.
- All trash has been removed from the floors and counters throughout the building.
- Trash has been removed from trash cans and taken to the dumpster provided outside.
- Chairs and tables have been stacked and put away in their proper storage locations.
- Thermostat has been turned down to 50°F.
- All toilets and urinals have been flushed, sinks wiped down, and trash removed from all restrooms.
- All lights have been turned off, EXCEPT for the front exterior lights.
- All windows and doors have been shut and locked.

### ADDITIONAL TASKS FOR EVENTS THAT INCLUDE FOOD & BEVERAGES:

- Kitchen floors have been swept and mopped.
- All floors have been swept and mopped.
- Chairs and tables have been cleaned off and wiped down prior to properly storing.
- All countertops have been cleaned off and wiped down.
- The kitchen sink has been emptied, cleaned, and wiped down.
- The dishwasher has been cycled and emptied.
- Dishes, cups, and utensils have been washed and properly stored (where applicable).
- The stove top has been cleaned off and wiped down.
- The refrigerator has been cleaned and emptied.

I hereby certify that the above tasks have been completed.

\_\_\_\_\_  
Printed name of User or, if User is an entity, of authorized representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

***Please report any damage or problems to Public Works at (760) 932-5440.***

## **COMMUNITY CENTER INSURANCE AND ALCOHOL REQUIREMENTS**

### **1. Insurance**

If alcohol is to be provided, served, sold, or otherwise present at an Event, then User must obtain Host Liquor Liability Insurance in the amount of one million dollars (\$1,000,000) per Event, with the County of Mono named as an additional insured. The coverage must be in a form acceptable to, and approved by, County Risk Management.

Listed below are some options that are available regarding securing the required insurance:

#### **Home Owner's Insurance**

Some insurance companies will provide a one day Special Event Liquor Liability rider to your Home Owners or Renters policy. The County of Mono must be named as an additional insured. Contact your local agent for information.

#### **County Risk Management**

Special Event Liability Insurance can be purchased from The County of Mono Risk Management Department. The costs vary depending on the event, number of people in attendance and number of days. Please contact Risk Management at 760-932-5405 at least fourteen (14) days prior to the event for information, an application or a quote.

#### **Caterer's Insurance**

If a caterer is supplying alcohol for your Event, then they must provide the County with a certificate of insurance naming the County of Mono as additional insured. Check with your caterer to see if they carry host or statutory liquor insurance.

***Proof of insurance must be provided to the County of Mono at least seven (7) days before your event***

### **2. Permits and approvals**

If admission is charged for an Event at which alcohol will be present, or if alcohol will be sold at the Event, then User must also obtain the following permits or approvals and maintain them in force throughout the duration of the event:

- a. Permit from Alcoholic Beverage Control (Bakersfield, California)
- b. Mono County Sheriff's Department Approval...760-932-5279
- c. Mono County Risk Management Approval...760-932-5410

EXHIBIT to R19-\_\_\_ (October 8, 2019)

MONO COUNTY  
COMMUNITY CENTER  
USE AGREEMENT

CROWLEY LAKE

WHEREAS, the County of Mono ("County") owns and maintains several community centers throughout the county, which it is willing to make available to the public for activities, special events, meetings, and other gatherings ("Events"); and

WHEREAS, \_\_\_\_\_ (insert name of user) ("User") would like to use the community center described above for an Event and is willing to agree to the terms and conditions contained herein in exchange for County's authorization to do so.

I. EVENT DESCRIPTION AND DETAIL

Date of Event: \_\_\_\_\_ Hours of Event: \_\_\_\_\_ to \_\_\_\_\_

Type of Event: \_\_\_\_\_ (e.g., wedding, party, meeting, class, workshop)

Is the Event repetitive (i.e., does it occur on more than one date)? \_\_\_\_\_

If repetitive, please list each date individually. Note that this Use Agreement is valid for up to twelve weeks for repetitive events. A new Agreement is required for repetitive Events lasting more than twelve weeks.

\_\_\_\_\_.

Type of User:

(Check one)  Individual  For-Profit Entity  Non-Profit Organization  Public Entity

Other (please describe) \_\_\_\_\_

Number of people attending event: \_\_\_\_\_ (if 75 or more , please see paragraph 10.)

Contact person and information:

(Name) \_\_\_\_\_

(Mailing address) \_\_\_\_\_

(Phone number) \_\_\_\_\_

(E-mail address) \_\_\_\_\_

//////////

User please answer the following by marking the appropriate boxes:	YES	NO
A. Will the kitchen be used? .....	<input type="checkbox"/>	<input type="checkbox"/>
B. Will alcoholic beverages be present or provided? .....	<input type="checkbox"/>	<input type="checkbox"/>
C. Will alcoholic beverages be sold? .....	<input type="checkbox"/>	<input type="checkbox"/>
D. Will there be any attendees under the age of 18? .....	<input type="checkbox"/>	<input type="checkbox"/>
E. Will food be provided to the general public? .....	<input type="checkbox"/>	<input type="checkbox"/>
F. Will the Event be open to the general public? .....	<input type="checkbox"/>	<input type="checkbox"/>
G. Will there be 75 or more people in attendance at the Event? .....	<input type="checkbox"/>	<input type="checkbox"/>
H. Will <u>food</u> or <u>goods</u> be sold? (circle one or both, if applicable) .....	<input type="checkbox"/>	<input type="checkbox"/>

## II. TERMS AND CONDITIONS

User is hereby authorized to use the Mono County community center noted above (the "Community Center") on the date and time and for the type of Event specified in section I of this Agreement, in accordance with the following terms and conditions:

### 1. DEPOSIT AND USE FEES

1.1. Concurrently with the submission of this Agreement, User shall pay to County the Deposit and the Use Fees set forth in the document entitled "Community Center Use Fees and Deposits" which is attached to this Agreement as Exhibit "A" and incorporated by this reference. No Reservation will be made for use of the Community Center unless and until the applicable Deposit and Use Fees have been received by County and this Agreement has been executed by both the County and the User.

1.2. The Deposit and Use Fees shall be paid by separate checks made payable to the County of Mono. To cancel a reservation, User shall contact the Site Coordinator. **If the cancellation is made less than seven calendar days prior to the date of the Event, then the Use Fee will not be refunded.**

### 2. COUNTY PRECEDENCE

2.1. Where "standing" reservations have been made for regularly-scheduled (repetitive) Events, there may be instances where a County function must be held on a standing Event date. In such a case, County business will take precedence and the "standing" Event will be preempted for that day or days. Use Fees received for the date of the preempted Event will be refunded, unless the County and User mutually agree to reschedule the preempted Event.

2.2. County's community centers are an integral part of its emergency response system. In the event of an emergency, as determined in the sole discretion of County, it may be necessary for County to cancel an Event reservation. In such circumstances, County will refund all Use Fees and Deposits received for the canceled Event unless County and User mutually agree to reschedule the canceled Event.

2.3 In the event of preemption or cancelation pursuant to this paragraphs 2.1 or 2.2 of this section, County shall not be liable to User, or to its guests, invitees, participants or to other third parties, for any damages whatsoever, including, but not limited to, any damages for lost profits or lost revenue, or for special, incidental, punitive, or consequential damages, even if County has been advised of the possibility or likelihood of such damages. User hereby waives any claim it may have, and agrees to defend, indemnify, and hold County harmless against claims by third parties, for such damages.

### 3. USER RESPONSIBLE FOR CONDUCT

3.1 User is responsible for the conduct of all persons present at the Event and agrees to ensure that the Event will be conducted in an orderly manner. Failure to conduct the Event in an orderly manner, as demonstrated by lack of compliance by User (or others present at the Event) with any of the terms and conditions of this Agreement, including but not limited to the unauthorized sale, provision, or possession of alcohol at the Event, may result in a forfeiture of User's Deposit, immediate closure of the Event, the assessment of liquidated damages in accordance with paragraph 8, and/or the loss of future privileges to use the facility.

3.2 User hereby acknowledges that County personnel, including law enforcement personnel, may enter the Community Center at any time during the Event for the purpose of ensuring compliance with the terms and conditions of this Agreement.

### 4. CLEANING AND CLOSING RESPONSIBILITIES

4.1 User is responsible for cleaning and "closing" the Community Center after the Event, including performing each of the tasks listed in the "Community Center Closing Checklist" which is attached to this Agreement as Exhibit "B" and incorporated by this reference. In the event the Community Center is left unclean as determined in County's sole discretion, or any of the tasks set forth in the Closing Checklist have not been performed, cleaning and/or maintenance fees will be deducted from the Deposit on file. If the cost of cleaning and/or maintenance exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment therefor as provided in paragraph 4.3.

4.2 User is responsible for any damage over and above normal usage of the building and its contents, as determined by County. If User notes any damage or unusual condition upon entering the building, then User shall report it to Public Works prior to the occurrence of the Event. If an unusual condition is not reported prior to the Event, then County will presume, unless proven to the satisfaction of County otherwise, that the condition was caused by the Event and the costs of remediating the condition will be deducted from User's Deposit. If the cost exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment thereof as provided in paragraph 4.3.

4.3 User shall make payment of any amounts owing in excess of the Deposit which are charged in accordance with paragraphs 4.1, 4.2 or 8.2 within fifteen calendar days of the date

printed on the notice of charges provided to User by County. Payments not made within said time period shall accrue interest at the rate of ten percent (10 %) per annum.

5. COMMUNITY CENTER KEYS

5.1 User will be provided with the key lockbox combination to the Community Center in advance of the Event and shall return the key to the lockbox following the Event.

5.2 User shall maintain sole possession and control of the key during the reservation and ensure that it is returned to the lockbox immediately following the Event. No person other than User shall be authorized to use or hold the key. The reproduction or distribution of keys is prohibited.

6. USE RESTRICTIONS AND OCCUPANCY LIMITS

6.1 Occupancy limits for the Community Center are posted onsite and will be enforced. Emergency exits shall be kept clear at all times.

6.2 With the exception of service animals assisting the disabled or as permitted by a Special Event Permit or other express authorization by County, animals are not allowed within the Community Center.

6.3 No persons under the age of 18 shall be present without adult supervision. For the purposes of this paragraph, adult supervision shall mean the presence of a sufficient number of adults so as to maintain continuous supervision and control over any minors present at the Event, but in no case shall there be less than one adult for every ten (10) minors.

6.4 There is no smoking inside the Community Center building or within 20 feet of any entrance, open window, or ventilation system.

6.5 Live music, amplified sound, and all other noise generated by the Event shall comply with the limits set forth in Mono County's noise ordinance (Mono County Code Chapter 10.16) and shall not constitute a nuisance to neighbors or others in the vicinity of the Community Center.

6.6 *Loaded* firearms are not allowed in the Community Center unless carried by authorized security personnel or law enforcement officials. *Unloaded* firearms are allowed in the Community Center only where such use is an integral part of the Event. Such Events include: a class in firearm safety; where firearms are awarded as prizes or offered for raffle by non-profit charitable organizations; gun collectors' shows; or such other type of Event for which the presence of unloaded firearms is approved in writing by Risk Management.

6.7 All automobiles associated with the Event (e.g., invitees, vendors, etc.) shall be parked in Community Center parking areas, to the extent possible.

7. PROVISION OR SALE OF ALCOHOL

7.1 If alcohol is to be provided, served, sold, or otherwise present at the Event, then User shall provide insurance in accordance with the document entitled "Community Center

Insurance and Alcohol Requirements” which is attached to this Agreement as Exhibit “C” and incorporated by this reference. User shall additionally comply with all permit and approval requirements set forth in Exhibit “C.”

7.2 The presence of alcohol at an Event in violation of this Section or any failure to comply with the insurance/permit requirements set forth in Exhibit “C” may result in the immediate closure of the Event, the forfeiture of User’s Deposit, the loss of future privileges to utilize the facility, and/or the assessment of liquidated damages in accordance with paragraph 8 of this Agreement.

7.3 Under no circumstances shall alcohol be provided, served, made available, or sold to any person under the age of 21.

7.4 All Events shall conclude by 9:00 p.m.

## 8. LIQUIDATED DAMAGES

8.1 User acknowledges that County has an interest in the orderly conduct of events at County-owned community centers and that County’s willingness to make its community centers available for private events depends to a large degree on the conduct of users of those facilities. Specifically, User acknowledges that the commission by it of certain breaches of this Agreement, as described below, is likely to damage County’s standing in the community, to diminish public support for the use of County’s community centers, and require additional public outreach, planning, and administration on County’s part. Because of the difficulty associated with valuing such damages, User agrees that the liquidated damages set forth below represent a reasonable estimate of the amount of said damages, considering all the circumstances, including the relationship of the sums to the range of harm to County that reasonably could be expected and anticipation that proof of actual damages would be costly or impossible.

8.2 In the event of any of the following breaches of this Agreement, liquidated damages in the amount of \$100 per breach will be deducted from User’s Deposit (or, if for any reason the Deposit is not available, charged to User in accordance with paragraph 4.3 of this Agreement):

- a. Failure to comply with the requirement contained in paragraph 5.2 of this Agreement related to Community Center keys.
- b. Failure to comply with the requirements contained in paragraphs 6.1 to 6.7, inclusive, of this Agreement related to use restrictions and occupancy limits.
- c. Failure to comply with the requirements contained in paragraphs 7.1 or 7.2 of this Agreement and, by reference, with Exhibit “C” of this Agreement related to the provision or sale of alcohol and insurance requirements.

User hereby acknowledges and agrees that the imposition of liquidated damages in accordance with this section is reasonable and appropriate for the reasons described above and that such liquidated damages shall be deducted from User’s Deposit or charged against User in the event of the occurrence of any of the breaches described in this section.

\_\_\_\_\_ (User initial here).



9. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

If the Community Center is utilized by User for the provision of a service, class, or other purpose for which the User (or the individual or entity providing the service or class) is required by law to be licensed, certificated, or otherwise officially qualified or permitted, then the User (or other individual or entity providing the service or class) must obtain the relevant license, certificate, authorization, permit, or qualification prior to the date of the Event. And said license, certificate, authorization, permit, or qualification shall be maintained in full force and effect throughout the duration of the Event and shall be present and available for display and inspection at all times during the course of the Event. User understands and acknowledges that it is User's sole responsibility to identify, secure, and maintain any license, certificate, authorization, permit, or other qualification required by law, or to ensure that the individual or entity providing the service or class pursuant to this Agreement for which the license, certificate, authorization, permit, or other authorization is required, has done so. Notwithstanding the foregoing, if there is any dispute or disagreement between County and User as to whether a particular license, certificate, permit, authorization, or other qualification is required, County reserves the right to make such determination for purposes of this Agreement and to deny User the use of the Community Center in the event that said license, certificate, or other permit or authorization is not obtained or is not in effect at the time of the Event.

10. SPECIAL EVENT PERMIT

A Special Events Permit may be required for Events at which it is anticipated that 75 or more individuals will attend, Events involving the sale of goods, Events at which alcohol will be present, and Events open to the general public. The Special Event Permit imposes additional rules and restrictions not set forth in this Agreement. A Special Events permit application package and related information may be obtained here: <https://monocounty.ca.gov/cao/page/special-events>. If a Special Event Permit is required for the Event, then this Agreement must be submitted for approval at least thirty (30) calendar days prior to the date scheduled for the Event, unless a different deadline is established by the County Administrative Officer, and shall be of no force and effect unless and until the Special Event Permit has been issued.

11. TEMPORARY FOOD FACILITY PERMITS

Events open to the general public at which food is provided or sold, and all Events at which food is sold, require a temporary food facility permit from the Mono County Department of Environmental Health. Please contact the Department at least fourteen (14) calendar days prior to the date scheduled for the Event at (760) 924-1830 or (760) 932-5580. If a temporary food facility permit is required and has not been obtained by the date scheduled for the Event, then this agreement shall be cancelled and null and void and shall be of no force and effect.

12. DEFENSE AND INDEMNIFICATION

12.1 User shall defend, 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 Event or this Agreement. User's obligation to defend, indemnify, and hold the 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. User's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of User, its agents, employees, suppliers, guests, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

12.2 User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of paragraph 12.1 is not limited to, or restricted by, the requirement in this Agreement that User procure and maintain a policy of insurance.

13. NONDISCRIMINATION

During the performance of this Agreement, User, its agents, guests, 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 participating in the Event, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, gender, or sexual orientation.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of County and User, and (with the exception of additional conditions potentially required pursuant to a Special Event Permit) no representations, inducements, promises, or agreements otherwise between them 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 County and User.

15. EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF MONO

USER

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

This Agreement is not to be executed by the County unless and until the section below has been fully completed. **This Agreement shall be of no force and effect and shall confer no rights, nor impose any obligations, upon either party unless and until the section below has been fully completed and initialed by County staff or its designee.**

//////////

//////////

//////////

**County Use Only:**

<u>Deposit (ref: ¶ 1 and Exhibit A)</u>	\$_____ Paid / Exempt (circle one)
<u>Fees (ref: ¶ 1 and Exhibit A)</u>	\$_____ Paid / Exempt (circle one)
<u>Personal Liability/Property Damage insurance (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Permit to sell alcohol (ABC) (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Approval for presence of alcohol (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Special Event Permit (ref: ¶ 10)</u>	Obtained / N/A (circle one)
<u>Temporary food facility permit (ref: ¶ 11)</u>	Obtained / N/A (circle one)
<u>Risk Manager's approval for firearm (ref:¶ 6.6)</u>	Obtained / N/A (circle one)

\_\_\_\_\_ Initials of staff person  
completing this section

Exhibit "A"

**COMMUNITY CENTER USE FEES AND DEPOSITS  
(CROWLEY LAKE)**

USE	USE FEE*	Deposit w/o ALCOHOL	Deposit with ALCOHOL
With kitchen: .....	\$100/50 .....	\$300 .....	\$500 .....
Without kitchen: .....	\$75/50 .....	\$300 .....	\$500 .....
Nonprofit, schools, or government entities meeting criteria set forth in Resolution R19-__ .....	None .....	\$300** .....	
.....\$500			

\* A "use" is an event occurring on one calendar day or, for repetitive events (e.g., a class meeting every Wednesday), an event occurring for up to four hours per day, no more than once per week, for up to a twelve-week period. Fees must be paid for each "use" of a County Community Center. For example, for a repetitive event lasting from between thirteen to twenty-four weeks, the fee must be paid two times. For events involving multiple consecutive days, the Fee for each day after the first day shall be \$50. For example, for a two-day event with use of the kitchen, the fee would be \$150.

\*\*Deposits may be waived for events where alcohol is not served for nonprofits, schools or government entities meeting the criteria set forth in Resolution R19-\_\_.

## **COMMUNITY CENTER CLOSING CHECKLIST (CROWLEY LAKE)**

Prior to leaving the building, User shall complete the following checklist for those tasks that are applicable to the Community Center where the Event was held and to the type of Event held.

### **TASKS FOR ALL EVENTS:**

- All decorations have been removed from the walls, ceiling, floor, etc.
- All trash has been removed from the floors and counters throughout the building.
- Trash has been removed from trash cans and taken to the dumpster provided outside.
- Chairs and tables have been stacked and put away in their proper storage locations.
- All toilets and urinals have been flushed, sinks wiped down, and trash removed from all restrooms.
- All lights have been turned off, including the front exterior lights.
- All windows and doors have been shut and locked.

### **ADDITIONAL TASKS FOR EVENTS THAT INCLUDE FOOD & BEVERAGES:**

- Kitchen floors have been swept and mopped.
- All floors have been swept and mopped.
- Chairs and tables have been cleaned off and wiped down prior to properly storing.
- All countertops have been cleaned off and wiped down.
- The kitchen sink has been emptied, cleaned, and wiped down.
- The dishwasher has been cycled and emptied.
- Dishes, cups, and utensils have been washed and properly stored (where applicable).
- The stove top has been cleaned off and wiped down.
- The refrigerator has been cleaned and emptied.

I hereby certify that the above tasks have been completed.

\_\_\_\_\_  
Printed name of User or, if User is an entity, of authorized representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

***Please report any damage or problems to Public Works at (760) 932-5440.***

Exhibit "C"

## **COMMUNITY CENTER INSURANCE AND ALCOHOL REQUIREMENTS**

### **1. Insurance**

If alcohol is to be provided, served, sold, or otherwise present at an Event, then User must obtain Host Liquor Liability Insurance in the amount of one million dollars (\$1,000,000) per Event, with the County of Mono named as an additional insured. The coverage must be in a form acceptable to, and approved by, County Risk Management.

Listed below are some options that are available regarding securing the required insurance:

#### **Home Owner's Insurance**

Some insurance companies will provide a one day Special Event Liquor Liability rider to your Home Owners or Renters policy. The County of Mono must be named as an additional insured. Contact your local agent for information.

#### **County Risk Management**

Special Event Liability Insurance can be purchased from The County of Mono Risk Management Department. The costs vary depending on the event, number of people in attendance and number of days. Please contact Risk Management at 760-932-5405 at least fourteen (14) days prior to the event for information, an application or a quote.

#### **Caterer's Insurance**

If a caterer is supplying alcohol for your Event, then they must provide the County with a certificate of insurance naming the County of Mono as additional insured. Check with your caterer to see if they carry host or statutory liquor insurance.

***Proof of insurance must be provided to the County of Mono at least seven (7) days before your event***

### **2. Permits and approvals**

If admission is charged for an Event at which alcohol will be present, or if alcohol will be sold at the Event, then User must also obtain the following permits or approvals and maintain them in force throughout the duration of the event:

- a. Permit from Alcoholic Beverage Control (Bakersfield, California)
- b. Mono County Sheriff's Department Approval...760-932-5279
- c. Mono County Risk Management Approval...760-932-5410





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. R19-\_\_\_**  
**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS**  
**SUPERSEDING AND REPLACING RESOLUTION NUMBER 09-08**  
**SETTING FORTH REVISED POLICIES AND FEES**  
**FOR THE USE OF COUNTY COMMUNITY CENTERS**

**WHEREAS**, in 2009 the Board of Supervisors enacted Resolution R09-08, setting forth policies and establishing fees for the use of county community buildings (i.e., community centers); and

**WHEREAS**, Resolution 09-08 addressed a variety of issues concerning the use of the County's community centers including, but not limited to: insurance requirements; the handling of keys, deposits, and fees (including exemptions from fees); event scheduling; and the role of event coordinators, etc.; and

**WHEREAS**, since Resolution 09-08 was enacted, the Board has determined that additional adjustments should be made to Community Center use policies in order to allow the public greater access to community centers, streamline the reservation system, and respond to community input and management issues.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO** as follows:

**SECTION ONE: FEES AND DEPOSITS**

**A. Findings**

The Board of Supervisors hereby finds and determines that:

1. The charge to the public for use of County community centers should be fair and reasonable given market conditions in the community in which the center is located, the amenities available at the center, and taking into consideration the County's costs to maintain and make the centers available for use by the public.

2. The current cost to the County to make its community centers available to the public, including but not limited to the cost of administration, insurance, climate control, maintenance, repair, and deep cleaning (hereinafter "Cost"), is estimated to exceed \$200.00 per use.



1  
2 3. Considering the market conditions in the unincorporated areas of the County,  
3 the demand for use of the community centers, the amenities offered by each center, and  
4 the Cost associated with making the community centers available, the fees set forth in  
5 subsection B.1 of this section are considered to be fair and reasonable.

6 4. In addition to the Cost described above, the County incurs potential additional  
7 expense when it authorizes the public to utilize a County community center because of the  
8 potential for damage to the center or the failure of the user to clean the center and return it  
9 to its original condition. The amount of that potential additional expense is impossible to  
10 estimate with any specificity as it depends on the individual repair and/or cleaning  
11 required. Moreover, past experience has been that property damage and/or a failure to  
12 clean are more likely to be associated with uses at which alcohol is present. In order to  
13 offset this potential additional expense, it is fair and reasonable to require that deposits in  
14 the amounts set forth in subsection B.2 of this section be paid.

15  
16 **B. Fees and Deposits Established**

17 Except as provided in Section Two, fees and deposits for each use of the County's  
18 community centers are hereby established as follows and shall be administered and paid  
19 in accordance with the County's Community Center Use Agreement.

20	21	22	23
	<b>1. Fees</b>	<b>Day</b>	<b>Subsequent Consecutive Days</b>
24	Fee (per use, w/o kitchen)	\$ 75.00	\$50.00
25	Fee (per use, w/kitchen)	\$100.00	\$50.00
26	2. Deposits		
27	Deposit (per use, alcohol present)	\$500.00	
28	Deposit (per use, alcohol not present)	\$300.00	

29 **C. Definitions**

30 For the purposes of this Section, a "use" shall be defined as an event occurring on  
31 one calendar day or, for repetitive events (e.g., a class meeting every Wednesday), an  
32 event occurring for up to four hours per day, no more than once per week, for up to a  
33 twelve-week period. Fees must be paid for each "use" of a County Community Center.  
34 For example, for a repetitive event lasting from between thirteen to twenty-four weeks,  
35 the fee must be paid two times. Events involving consecutive days shall be charged the  
36 full Fee for the first day and a reduced fee, as shown above, for each day thereafter.

1                   **SECTION TWO: FEE OR DEPOSIT WAIVERS**

2                   Fees for the use of the County’s community centers shall be waived for certain  
3 nonprofit organizations and local governmental agencies in accordance with this Section.

4                   In addition, Security Deposits for certain nonprofit or governmental organizations,  
5 as described in subsection B below, may be waived at the discretion of the CAO, or an  
6 authorized designee, based on a determination that there has been no prior violation of a  
7 community center use agreement by that organization and no extraordinary measure(s)  
8 required to clean the facility following a prior use by that organization, as verified by the  
9 Public Works department. Under no circumstance shall a deposit be waived for Special  
10 Events or for events where alcohol is present.

11                   **A. Public Purpose**

12                   The Board of Supervisors hereby finds and determines that:

- 13                   1. The activities of certain nonprofit organizations and local government  
14 agencies promote public purposes of the County such as cultural  
15 enrichment, community service, economic development, education, and  
16 public health and welfare; and

17                   Many nonprofit organizations and local government agencies promote these public  
18 purposes through events held at the county’s community centers; and

- 19                   2. Exempting the above users from the payment of fees for such uses would  
20 support their activities and the public purposes described herein.

21                   **B. Eligibility for Fee or Security Deposit Waiver**

22                   Except as provided in paragraph C, the following types of nonprofit organizations  
23 and local government agencies shall be exempt from the payment of fees, and may be  
24 exempt from the payment of deposits, as determined by the CAO or designee, for the use  
25 of the County’s community centers:

- 26                   ○ charities and other nonprofit organizations exempt from federal taxes  
27 pursuant to Internal Revenue Code section 501(c)(3)
- 28                   ○ civic leagues and other nonprofit organizations exempt from federal taxes  
                    pursuant to Internal Revenue Code section 501(c)(4)
- chambers of commerce and other nonprofit organizations exempt from  
                    federal taxes pursuant to Internal Revenue Code section 501(c)(6)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- clubs and other nonprofit organizations exempt from federal taxes pursuant to Internal Revenue Code section 501(c)(7)
- bona fide school organizations such as parent-teacher associations, “boosters,” and sports teams
- federally-recognized Indian tribes in the County and bona fide tribal organizations such as Indian community associations
- local government agencies in the County (e.g., the Town of Mammoth Lakes, schools, libraries, special districts, and joint powers agencies) and auxiliaries or other bona fide organizations affiliated with such agencies
- any other nonprofit organizations expressly exempted from the payment of such fees by minute order of the Board of Supervisors

C. Inapplicability of Fee or Deposit Waiver

Notwithstanding paragraph B, or any other provision of this Resolution, no exemption from community center use fees or deposits shall exist or be granted with respect to either of the following:

- Events that are not open on equal terms to all interested members of the public (e.g., events that are invitation-only or are otherwise restricted to certain members of the public);
- Organizations who do not operate or conduct any of their regular (i.e., non-fundraising activities within Mono County.

D. Determination of Eligibility for Fee or Security Deposit Waiver

County staff may require any organization seeking an exemption from fees or deposits pursuant to this Resolution to submit such documentation or other proof as County staff may deem necessary and appropriate to verify their tax-exempt status or other basis for eligibility.

In the event that eligibility for a waiver is unclear, the County Administrator, in consultation with County Counsel and the Finance Director, shall have the authority to interpret this Section to determine its applicability to a particular event or organization. The County Administrator’s decision shall be final.

**SECTION THREE: INSURANCE REQUIREMENTS**

1  
2 Insurance for events, gatherings, meetings, or other activities held at a community  
3 center shall be provided in such form and in such amounts as determined by the Mono  
4 County Risk Manager to be necessary and/or prudent, and as set forth in the agreement  
authorizing said use executed pursuant to Section Five of this Resolution.

5 **SECTION FOUR: EVENT COORDINATORS; DUTIES**

6 A. Community Member

7  
8 The County may utilize a responsible individual living near to (or in the same  
9 community as) a community center to serve as an Event Coordinator for that community  
10 center. The duties of Event Coordinators may include, among other things: the distribution  
11 and management of building keys; the receipt of deposits and fees; and the calendaring of  
Events. The scope of the Event Coordinator's duties, and the agreed-upon compensation  
and other terms and conditions, shall be set forth in a written agreement.

12 B. Existing County Staff

13  
14 The County Administrative Officer may designate existing staff to serve as an Event  
15 Coordinator at some or all of its community centers in lieu of, or in conjunction with, an  
16 Event Coordinator designated pursuant to paragraph A. In the event staff is designated to  
17 coordinate some or all community center events (or to coordinate components of such events  
in conjunction with an Event Coordinator), then such duties shall be consistent with the  
delegation.

18 **SECTION FIVE: AUTHORITY TO SIGN USE AGREEMENTS**

19  
20 The Board of Supervisors hereby delegates the authority to sign agreements for the  
21 use of the County's community centers to the Director of the Department of Public Works or  
22 his designee or, in the event that the County Administrative Officer has designated staff to  
23 coordinate events in accordance with paragraph B of Section Four of this Resolution, to the  
24 person occupying the designated position or his designee. All agreements must be approved  
as to form by County Counsel and approved as to insurance and risk management issues by  
Risk Management and shall be in substantially the same form as set forth in the Exhibit to  
this Resolution which is attached hereto and incorporated by this reference.

25 **SECTION SIX:** This resolution shall supersede and replace Resolution No. 09-08 in its  
26 entirety and Resolution No. 09-08 shall be of no further force or effect.

27 **APPROVED** and **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019, by the  
28 following vote, to wit:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
John Peters, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
COUNTY COUNSEL

**MONO COUNTY  
COMMUNITY CENTER  
USE AGREEMENT**

\_\_\_\_\_  
(Insert community center location)

WHEREAS, the County of Mono ("County") owns and maintains several community centers throughout the county, which it is willing to make available to the public for activities, special events, meetings, and other gatherings ("Events"); and

WHEREAS, \_\_\_\_\_ (insert name of user) ("User") would like to use the community center described above for an Event and is willing to agree to the terms and conditions contained herein in exchange for County's authorization to do so.

**I. EVENT DESCRIPTION AND DETAIL**

Date of Event: \_\_\_\_\_ Hours of Event: \_\_\_\_\_ to \_\_\_\_\_

Type of Event: \_\_\_\_\_ (e.g., wedding, party, meeting, class, workshop)

Is the Event repetitive (i.e., does it occur on more than one date)? \_\_\_\_\_

If repetitive, please list each date individually. Note that this Use Agreement is valid for up to twelve weeks for repetitive events. A new Agreement is required for repetitive Events lasting more than twelve weeks.

\_\_\_\_\_.

Type of User:

(Check one)  Individual  For-Profit Entity  Non-Profit Organization  Public Entity

Other (please describe) \_\_\_\_\_

Number of people attending event: \_\_\_\_\_ (if 75 or more, please see paragraph 9.)

Contact person and information:

(Name) \_\_\_\_\_

(Mailing address) \_\_\_\_\_

(Phone number) \_\_\_\_\_

(E-mail address) \_\_\_\_\_

//////////



necessary for County to cancel an Event reservation. In such circumstances, County will refund all Use Fees and Deposits received for the canceled Event unless County and User mutually agree to reschedule the canceled Event.

2.3 In the event of preemption or cancellation pursuant to this paragraphs 2.1 or 2.2 of this section, County shall not be liable to User, or to its guests, invitees, participants or to other third parties, for any damages whatsoever, including, but not limited to, any damages for lost profits or lost revenue, or for special, incidental, punitive, or consequential damages, even if County has been advised of the possibility or likelihood of such damages. User hereby waives any claim it may have, and agrees to defend, indemnify, and hold County harmless against claims by third parties, for such damages.

### 3. USER RESPONSIBLE FOR CONDUCT

3.1 User is responsible for the conduct of all persons present at the Event and agrees to ensure that the Event will be conducted in an orderly manner. Failure to conduct the Event in an orderly manner, demonstrated by lack of compliance by User (or others present at the Event) with any of the terms and conditions of this Agreement, may result in a forfeiture of User's Deposit, immediate closure of the Event, and/or the loss of future privileges to use the facility.

3.2 User hereby acknowledges that County personnel, including law enforcement personnel, may enter the Community Center at any time during the Event for the purpose of ensuring compliance with the terms and conditions of this Agreement.

### 4. CLEANING AND CLOSING RESPONSIBILITIES

4.1 User is responsible for cleaning and "closing" the Community Center after the Event, including performing each of the tasks listed in the "Community Center Closing Checklist" which is attached to this Agreement as Exhibit "B" and incorporated by this reference. In the event the Community Center is left unclean as determined in County's sole discretion, or any of the tasks set forth in the Closing Checklist have not been performed, cleaning and/or maintenance fees will be deducted from the Deposit on file. If the cost of cleaning and/or maintenance exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment therefore as provided in paragraph 4.3.

4.2 User is responsible for any damage over and above normal usage of the building and its contents, as determined by County. If User notes any damage or unusual condition upon entering the building, then User shall report it to the Department of Public Works at (760) 932-5440 prior to the occurrence of the Event. If an unusual condition is not reported prior to the Event, then County will presume, unless proven to the satisfaction of County otherwise, that the condition was caused by the Event and the costs of remediating the condition will be deducted from User's Deposit. If the cost exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment thereof as provided in paragraph 4.3.

4.3 User shall make payment of any amounts owing in excess of the Deposit which are charged in accordance with paragraphs 4.1 or 4.2 within fifteen calendar days of the date printed on the notice of charges provided to User by County. Payments not made within said time period shall accrue interest at the rate of ten percent (10 %) per annum.



5. COMMUNITY CENTER KEYS

5.1 User will be provided with the key lockbox combination to the Community Center in advance of the Event and shall return the key to the lockbox following the Event.

5.2 User shall maintain sole possession and control of the key during the reservation and ensure that it is returned to the lockbox immediately following the Event. No person other than User shall be authorized to use or hold the key. The reproduction or distribution of keys is prohibited.

6. USE RESTRICTIONS AND OCCUPANCY LIMITS

6.1 Occupancy limits for the Community Center are posted onsite and will be enforced. Emergency exits shall be kept clear at all times.

6.2 With the exception of service animals assisting the disabled or as permitted by a Special Event Permit or other express authorization by County, animals are not allowed within the Community Center.

6.3 No persons under the age of 18 shall be present without adult supervision. For the purposes of this paragraph, adult supervision shall mean the presence of a sufficient number of adults so as to maintain continuous supervision and control over any minors present at the Event, but in no case shall there be less than one adult for every ten (10) minors.

6.4 There is no smoking inside the Community Center building or within 20 feet of any entrance, open window, or ventilation system.

6.5 Live music, amplified sound, and all other noise generated by the Event shall comply with the limits set forth in Mono County's noise ordinance (Mono County Code Chapter 10.16) and shall not constitute a nuisance to neighbors or others in the vicinity of the Community Center.

6.6 *Loaded* firearms are not allowed in the Community Center unless carried by authorized security personnel or law enforcement officials. *Unloaded* firearms are allowed in the Community Center only where such use is an integral part of the Event. Such Events include: a class in firearm safety; where firearms are awarded as prizes or offered for raffle by non-profit charitable organizations; gun collectors' shows; or such other type of Event for which the presence of unloaded firearms is approved in writing by Risk Management.

6.7 All automobiles associated with the Event (e.g., invitees, vendors, etc.) shall be parked in Community Center parking areas, to the extent possible.

6.8 The wheelchair lift at the Bridgeport Memorial Hall is for use only by those with limited mobility. Violation of this intended use may result in loss of security deposit and/or loss of future community center use privileges regardless of whether the wheelchair lift sustains damage.

7. PROVISION OR SALE OF ALCOHOL

7.1 If alcohol is to be provided, served, sold, or otherwise present at the Event, then User shall provide insurance in accordance with the document entitled "Community Center Insurance and Alcohol Requirements" which is attached to this Agreement as Exhibit "C" and incorporated by this reference. User shall additionally comply with all permit and approval requirements set forth in Exhibit "C."

7.2 The presence of alcohol at an Event in violation of this Section or any failure to comply with the insurance/permit requirements set forth in Exhibit "C" may result in the immediate closure of the Event, the forfeiture of User's Deposit, and/or the loss of future privileges to utilize the facility.

7.3 Under no circumstances shall alcohol be provided, served, made available, or sold to any person under the age of 21.

7.4 All Events shall conclude by 10:00 p.m.

## 8. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

If the Community Center is utilized by User for the provision of a service, class, or other purpose for which the User (or the individual or entity providing the service or class) is required by law to be licensed, certificated, or otherwise officially qualified or permitted, then the User (or other individual or entity providing the service or class) must obtain the relevant license, certificate, authorization, permit, or qualification prior to the date of the Event. And said license, certificate, authorization, permit, or qualification shall be maintained in full force and effect throughout the duration of the Event and shall be present and available for display and inspection at all times during the course of the Event. User understands and acknowledges that it is User's sole responsibility to identify, secure, and maintain any license, certificate, authorization, permit, or other qualification required by law, or to ensure that the individual or entity providing the service or class pursuant to this Agreement for which the license, certificate, authorization, permit, or other authorization is required, has done so. Notwithstanding the foregoing, if there is any dispute or disagreement between County and User as to whether a particular license, certificate, permit, authorization, or other qualification is required, County reserves the right to make such determination for purposes of this Agreement and to deny User the use of the Community Center in the event that said license, certificate, or other permit or authorization is not obtained or is not in effect at the time of the Event.

## 9. SPECIAL EVENT PERMIT

A Special Event Permit may be required for Events at which it is anticipated that 75 or more individuals will attend, Events involving the sale of goods, Events at which alcohol will be present, and Events open to the general public. The Special Event Permit imposes additional rules and restrictions not set forth in this Agreement. A Special Events permit application and related information may be obtained here: <https://monocounty.ca.gov/cao/page/special-events>. If a Special Event Permit is required for the Event, then this Agreement must be submitted for approval at least thirty (30) calendar days prior to the date scheduled for the Event, unless a different deadline is established by the Mono County Administrative Office, and shall be of no force and effect unless and until the Special Event Permit has been issued.

## 10. TEMPORARY FOOD PERMIT

Events open to the general public at which food is provided or sold, and all Events at which food is sold, require a temporary food permit from the Mono County Department of Environmental Health. Please contact the Department at least fourteen (14) calendar days prior to the date scheduled for the Event at (760) 924-1830 or (760) 932-5580. If a temporary food permit is required and has not been obtained by the date scheduled for the Event, then this agreement shall be cancelled and null and void and shall be of no force and effect.

11. DEFENSE AND INDEMNIFICATION

11.1 User shall defend, 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 Event or this Agreement. User's obligation to defend, indemnify, and hold the 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. User's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of User, its agents, employees, suppliers, guests, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

11.2 User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of paragraph 11.1 is not limited to, or restricted by, any requirement in this Agreement that User procure and maintain a policy of insurance.

12. NONDISCRIMINATION

During the performance of this Agreement, User, its agents, guests, 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 participating in the Event, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, gender, or sexual orientation.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement of County and User, and (with the exception of additional conditions potentially required pursuant to a Special Event Permit) no representations, inducements, promises, or agreements otherwise between them 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 County and User.

14. EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF MONO

USER

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

This Agreement is not to be executed by the County unless and until the section below has been fully completed. **This Agreement shall be of no force and effect and shall confer no rights, nor impose any obligations, upon either party unless and until the section below has been fully completed and initialed by County staff or its designee.**

**County Use Only:**

<u>Deposit (ref: ¶ 1 and Exhibit A)</u>	\$ _____ Paid / Exempt (circle one)
<u>Fees (ref: ¶ 1 and Exhibit A)</u>	\$ _____ Paid / Exempt (circle one)
<u>Personal Liability/Property Damage insurance (ref: ¶ 7 and Exhibit C )</u>	Obtained / N/A (circle one)
<u>Permit to sell alcohol (ABC) (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Approval for presence of alcohol (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Special Event Permit (ref: ¶ 9)</u>	Obtained / N/A (circle one)
<u>Temporary food permit (ref: ¶ 10)</u>	Obtained / N/A (circle one)
<u>Risk Manager's approval for firearm (ref:¶ 6.6)</u>	Obtained / N/A (circle one)

\_\_\_\_\_ Initials of staff person  
completing this section

Exhibit "A"

**COMMUNITY CENTER USE FEES AND DEPOSITS  
(EXCLUDING CROWLEY LAKE)**

---

---

	USE FEE*	DEPOSIT w/o ALCOHOL	DEPOSIT w/ALCOHOL
With kitchen: .....	\$100/\$50 .....	\$300 .....	\$500
Without kitchen: .....	\$75/\$50 .....	\$300 .....	\$500
Nonprofit, school, or government entities meeting criteria set forth in Resolution R09-__ .....	None .....		
\$300** .....	\$500		

---

\* A "use" is an event occurring on one calendar day or, for repetitive events (e.g., a class meeting every Wednesday), an event occurring for up to four hours per day, no more than once per week, for up to a twelve-week period. Fees must be paid for each "use" of a County Community Center. For example, for a repetitive event lasting from between thirteen to twenty-four weeks, the fee must be paid two times. For events involving multiple consecutive days, the Fee for each day following the first day shall be \$50. For example, for a two-day event with use of the kitchen, the fee would be \$150.

\*\*Deposits for events where alcohol is not served may be waived for nonprofits, schools or government entities meeting the criteria set forth in Resolution R19-\_\_.

Exhibit "B"

## COMMUNITY CENTER CLOSING CHECKLIST (EXCLUDING CROWLEY LAKE)

Prior to leaving the building, User shall complete the following checklist for those tasks that are applicable to the Community Center where the Event was held and to the type of Event held.

### **TASKS FOR ALL EVENTS:**

- All decorations have been removed from the walls, ceiling, floor, etc.
- All trash has been removed from the floors and counters throughout the building.
- Trash has been removed from trash cans and taken to the dumpster provided outside.
- Chairs and tables have been stacked and put away in their proper storage locations.
- Thermostat has been turned down to 50°F.
- All toilets and urinals have been flushed, sinks wiped down, and trash removed from all restrooms.
- All lights have been turned off, EXCEPT for the front exterior lights.
- All windows and doors have been shut and locked.

### **ADDITIONAL TASKS FOR EVENTS THAT INCLUDE FOOD & BEVERAGES:**

- Kitchen floors have been swept and mopped.
- All floors have been swept and mopped.
- Chairs and tables have been cleaned off and wiped down prior to properly storing.
- All countertops have been cleaned off and wiped down.
- The kitchen sink has been emptied, cleaned, and wiped down.
- The dishwasher has been cycled and emptied.
- Dishes, cups, and utensils have been washed and properly stored (where applicable).
- The stove top has been cleaned off and wiped down.

The refrigerator has been cleaned and emptied.

I hereby certify that the above tasks have been completed.

\_\_\_\_\_  
Printed name of User or, if User is an entity, of authorized representative

\_\_\_\_\_  
Signature date

***Please report any damage or problems to Public Works at (760) 932-5440.***

## **COMMUNITY CENTER INSURANCE AND ALCOHOL REQUIREMENTS**

### **1. Insurance**

If alcohol is to be provided, served, sold, or otherwise present at an Event, then User must obtain Host Liquor Liability Insurance in the amount of one million dollars (\$1,000,000) per Event, with the County of Mono named as an additional insured. The coverage must be in a form acceptable to, and approved by, County Risk Management.

Listed below are some options that are available regarding securing the required insurance:

#### **Home Owner's Insurance**

Some insurance companies will provide a one day Special Event Liquor Liability rider to your Home Owners or Renters policy. The County of Mono must be named as an additional insured. Contact your local agent for information.

#### **County Risk Management**

Special Event Liability Insurance can be purchased from The County of Mono Risk Management Department. The costs vary depending on the event, number of people in attendance and number of days. Please contact Risk Management at 760-932-5405 at least fourteen (14) days prior to the event for information, an application or a quote.

#### **Caterer's Insurance**

If a caterer is supplying alcohol for your Event, then they must provide the County with a certificate of insurance naming the County of Mono as additional insured. Check with your caterer to see if they carry host or statutory liquor insurance.

***Proof of insurance must be provided to the County of Mono at least seven (7) days before your event***

### **2. Permits and approvals**

If admission is charged for an Event at which alcohol will be present, or if alcohol will be sold at the Event, then User must also obtain the following permits or approvals and maintain them in force throughout the duration of the event:

- a. Permit from Alcoholic Beverage Control (Bakersfield, California)
- b. Mono County Sheriff's Department Approval...760-932-5279
- c. Mono County Administrative Office Approval...760-932-5405



**MONO COUNTY  
COMMUNITY CENTER  
USE AGREEMENT**

**CROWLEY LAKE**

WHEREAS, the County of Mono ("County") owns and maintains several community centers throughout the county, which it is willing to make available to the public for activities, special events, meetings, and other gatherings ("Events"); and

WHEREAS, \_\_\_\_\_ (insert name of user) ("User") would like to use the community center described above for an Event and is willing to agree to the terms and conditions contained herein in exchange for County's authorization to do so.

**I. EVENT DESCRIPTION AND DETAIL**

Date of Event: \_\_\_\_\_ Hours of Event: \_\_\_\_\_ to \_\_\_\_\_

Type of Event: \_\_\_\_\_ (e.g., wedding, party, meeting, class, workshop)

Is the Event repetitive (i.e., does it occur on more than one date)? \_\_\_\_\_

If repetitive, please list each date individually. Note that this Use Agreement is valid for up to twelve weeks for repetitive events. A new Agreement is required for repetitive Events lasting more than twelve weeks.

\_\_\_\_\_.

Type of User:

(Check one)  Individual  For-Profit Entity  Non-Profit Organization  Public Entity

Other (please describe) \_\_\_\_\_

Number of people attending event: \_\_\_\_\_ (if 75 or more , please see paragraph 10.)

Contact person and information:

(Name) \_\_\_\_\_

(Mailing address) \_\_\_\_\_

(Phone number) \_\_\_\_\_

(E-mail address) \_\_\_\_\_

//////////



Use Fees and Deposits received for the canceled Event unless County and User mutually agree to reschedule the canceled Event.

2.3 In the event of preemption or cancellation pursuant to this paragraphs 2.1 or 2.2 of this section, County shall not be liable to User, or to its guests, invitees, participants or to other third parties, for any damages whatsoever, including, but not limited to, any damages for lost profits or lost revenue, or for special, incidental, punitive, or consequential damages, even if County has been advised of the possibility or likelihood of such damages. User hereby waives any claim it may have, and agrees to defend, indemnify, and hold County harmless against claims by third parties, for such damages.

### 3. USER RESPONSIBLE FOR CONDUCT

3.1 User is responsible for the conduct of all persons present at the Event and agrees to ensure that the Event will be conducted in an orderly manner. Failure to conduct the Event in an orderly manner, as demonstrated by lack of compliance by User (or others present at the Event) with any of the terms and conditions of this Agreement, including but not limited to the unauthorized sale, provision, or possession of alcohol at the Event, may result in a forfeiture of User's Deposit, immediate closure of the Event, the assessment of liquidated damages in accordance with paragraph 8, and/or the loss of future privileges to use the facility.

3.2 User hereby acknowledges that County personnel, including law enforcement personnel, may enter the Community Center at any time during the Event for the purpose of ensuring compliance with the terms and conditions of this Agreement.

### 4. CLEANING AND CLOSING RESPONSIBILITIES

4.1 User is responsible for cleaning and "closing" the Community Center after the Event, including performing each of the tasks listed in the "Community Center Closing Checklist" which is attached to this Agreement as Exhibit "B" and incorporated by this reference. In the event the Community Center is left unclean as determined in County's sole discretion, or any of the tasks set forth in the Closing Checklist have not been performed, cleaning and/or maintenance fees will be deducted from the Deposit on file. If the cost of cleaning and/or maintenance exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment therefor as provided in paragraph 4.3.

4.2 User is responsible for any damage over and above normal usage of the building and its contents, as determined by County. If User notes any damage or unusual condition upon entering the building, then User shall report it to Public Works prior to the occurrence of the Event. If an unusual condition is not reported prior to the Event, then County will presume, unless proven to the satisfaction of County otherwise, that the condition was caused by the Event and the costs of remediating the condition will be deducted from User's Deposit. If the cost exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment thereof as provided in paragraph 4.3.

4.3 User shall make payment of any amounts owing in excess of the Deposit which are charged in accordance with paragraphs 4.1, 4.2 or 8.2 within fifteen calendar days of the date printed on the notice of charges provided to User by County. Payments not made within said time period shall accrue interest at the rate of ten percent (10 %) per annum.

## 5. COMMUNITY CENTER KEYS

5.1 User will be provided with the key lockbox combination to the Community Center in advance of the Event and shall return the key to the lockbox following the Event.

5.2 User shall maintain sole possession and control of the key during the reservation and ensure that it is returned to the lockbox immediately following the Event. No person other than User shall be authorized to use or hold the key. The reproduction or distribution of keys is prohibited.

## 6. USE RESTRICTIONS AND OCCUPANCY LIMITS

6.1 Occupancy limits for the Community Center are posted onsite and will be enforced. Emergency exits shall be kept clear at all times.

6.2 With the exception of service animals assisting the disabled or as permitted by a Special Event Permit or other express authorization by County, animals are not allowed within the Community Center.

6.3 No persons under the age of 18 shall be present without adult supervision. For the purposes of this paragraph, adult supervision shall mean the presence of a sufficient number of adults so as to maintain continuous supervision and control over any minors present at the Event, but in no case shall there be less than one adult for every ten (10) minors.

6.4 There is no smoking inside the Community Center building or within 20 feet of any entrance, open window, or ventilation system.

6.5 Live music, amplified sound, and all other noise generated by the Event shall comply with the limits set forth in Mono County's noise ordinance (Mono County Code Chapter 10.16) and shall not constitute a nuisance to neighbors or others in the vicinity of the Community Center.

6.6 *Loaded* firearms are not allowed in the Community Center unless carried by authorized security personnel or law enforcement officials. *Unloaded* firearms are allowed in the Community Center only where such use is an integral part of the Event. Such Events include: a class in firearm safety; where firearms are awarded as prizes or offered for raffle by non-profit charitable organizations; gun collectors' shows; or such other type of Event for which the presence of unloaded firearms is approved in writing by Risk Management.

6.7 All automobiles associated with the Event (e.g., invitees, vendors, etc.) shall be parked in Community Center parking areas, to the extent possible.

## 7. PROVISION OR SALE OF ALCOHOL

7.1 If alcohol is to be provided, served, sold, or otherwise present at the Event, then User shall provide insurance in accordance with the document entitled "Community Center Insurance and Alcohol Requirements" which is attached to this Agreement as Exhibit "C" and incorporated by this reference. User shall additionally comply with all permit and approval requirements set forth in Exhibit "C."

7.2 The presence of alcohol at an Event in violation of this Section or any failure to comply with the insurance/permit requirements set forth in Exhibit "C" may result in the immediate closure of the Event, the forfeiture of User's Deposit, the loss of future privileges to utilize the facility, and/or the assessment of liquidated damages in accordance with paragraph 8 of this Agreement.

7.3 Under no circumstances shall alcohol be provided, served, made available, or sold to any person under the age of 21.

7.4 All Events shall conclude by 9:00 p.m.

## 8. LIQUIDATED DAMAGES

8.1 User acknowledges that County has an interest in the orderly conduct of events at County-owned community centers and that County's willingness to make its community centers available for private events depends to a large degree on the conduct of users of those facilities. Specifically, User acknowledges that the commission by it of certain breaches of this Agreement, as described below, is likely to damage County's standing in the community, to diminish public support for the use of County's community centers, and require additional public outreach, planning, and administration on County's part. Because of the difficulty associated with valuing such damages, User agrees that the liquidated damages set forth below represent a reasonable estimate of the amount of said damages, considering all the circumstances, including the relationship of the sums to the range of harm to County that reasonably could be expected and anticipation that proof of actual damages would be costly or impossible.

8.2 In the event of any of the following breaches of this Agreement, liquidated damages in the amount of \$100 per breach will be deducted from User's Deposit (or, if for any reason the Deposit is not available, charged to User in accordance with paragraph 4.3 of this Agreement):

- a. Failure to comply with the requirement contained in paragraph 5.2 of this Agreement related to Community Center keys.
- b. Failure to comply with the requirements contained in paragraphs 6.1 to 6.7, inclusive, of this Agreement related to use restrictions and occupancy limits.
- c. Failure to comply with the requirements contained in paragraphs 7.1 or 7.2 of this Agreement and, by reference, with Exhibit "C" of this Agreement related to the provision or sale of alcohol and insurance requirements.

User hereby acknowledges and agrees that the imposition of liquidated damages in accordance with this section is reasonable and appropriate for the reasons described above and that such liquidated damages shall be deducted from User's Deposit or charged against User in the event of the occurrence of any of the breaches described in this section.

\_\_\_\_\_ (User initial here).]

## 9. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

If the Community Center is utilized by User for the provision of a service, class, or other purpose for which the User (or the individual or entity providing the service or class) is required by

law to be licensed, certificated, or otherwise officially qualified or permitted, then the User (or other individual or entity providing the service or class) must obtain the relevant license, certificate, authorization, permit, or qualification prior to the date of the Event. And said license, certificate, authorization, permit, or qualification shall be maintained in full force and effect throughout the duration of the Event and shall be present and available for display and inspection at all times during the course of the Event. User understands and acknowledges that it is User's sole responsibility to identify, secure, and maintain any license, certificate, authorization, permit, or other qualification required by law, or to ensure that the individual or entity providing the service or class pursuant to this Agreement for which the license, certificate, authorization, permit, or other authorization is required, has done so. Notwithstanding the foregoing, if there is any dispute or disagreement between County and User as to whether a particular license, certificate, permit, authorization, or other qualification is required, County reserves the right to make such determination for purposes of this Agreement and to deny User the use of the Community Center in the event that said license, certificate, or other permit or authorization is not obtained or is not in effect at the time of the Event.

#### 10. SPECIAL EVENT PERMIT

A Special Events Permit may be required for Events at which it is anticipated that 75 or more individuals will attend, Events involving the sale of goods, Events at which alcohol will be present, and Events open to the general public. The Special Event Permit imposes additional rules and restrictions not set forth in this Agreement. A Special Events permit application package and related information may be obtained here: <https://monocounty.ca.gov/cao/page/special-events>. If a Special Event Permit is required for the Event, then this Agreement must be submitted for approval at least thirty (30) calendar days prior to the date scheduled for the Event, unless a different deadline is established by the County Administrative Officer, and shall be of no force and effect unless and until the Special Event Permit has been issued.

#### 11. TEMPORARY FOOD FACILITY PERMITS

Events open to the general public at which food is provided or sold, and all Events at which food is sold, require a temporary food facility permit from the Mono County Department of Environmental Health. Please contact the Department at least fourteen (14) calendar days prior to the date scheduled for the Event at (760) 924-1830 or (760) 932-5580. If a temporary food facility permit is required and has not been obtained by the date scheduled for the Event, then this agreement shall be cancelled and null and void and shall be of no force and effect.

#### 12. DEFENSE AND INDEMNIFICATION

12.1 User shall defend, 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 Event or this Agreement. User's obligation to defend, indemnify, and hold the 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. User's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of User, its agents, employees, suppliers, guests, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

12.2 User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of paragraph 12.1 is not limited to, or restricted by, the requirement in this Agreement that User procure and maintain a policy of insurance.

13. NONDISCRIMINATION

During the performance of this Agreement, User, its agents, guests, 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 participating in the Event, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, gender, or sexual orientation.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of County and User, and (with the exception of additional conditions potentially required pursuant to a Special Event Permit) no representations, inducements, promises, or agreements otherwise between them 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 County and User.

15. EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF MONO

USER

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

This Agreement is not to be executed by the County unless and until the section below has been fully completed. **This Agreement shall be of no force and effect and shall confer no rights, nor impose any obligations, upon either party unless and until the section below has been fully completed and initialed by County staff or its designee.**

//////////

//////////

//////////

**County Use Only:**

Deposit (ref: ¶ 1 and Exhibit A) \$\_\_\_\_\_ Paid / Exempt (circle one)

Fees (ref: ¶ 1 and Exhibit A) \$\_\_\_\_\_ Paid / Exempt (circle one)

Personal Liability/Property Damage insurance (ref: ¶ 7 and Exhibit C) Obtained / N/A (circle one)

Permit to sell alcohol (ABC) (ref: ¶ 7 and Exhibit C) Obtained / N/A (circle one)

Approval for presence of alcohol (ref: ¶ 7 and Exhibit C) Obtained / N/A (circle one)

Special Event Permit (ref: ¶ 10) Obtained / N/A (circle one)

Temporary food facility permit (ref: ¶ 11) Obtained / N/A (circle one)

Risk Manager's approval for firearm (ref: ¶ 6.6) Obtained / N/A (circle one)

\_\_\_\_\_ Initials of staff person  
completing this section



## COMMUNITY CENTER USE FEES AND DEPOSITS (CROWLEY LAKE)

USE	USE FEE*	Deposit w/o ALCOHOL	Deposit with ALCOHOL
With kitchen: .....	\$100/50 .....	\$300 .....	\$500
Without kitchen: .....	\$75/50 .....	\$300 .....	\$500
Nonprofit, schools, or government entities meeting criteria set forth in Resolution R19-__ .....	None .....	\$300**	
.....\$500			

\* A "use" is an event occurring on one calendar day or, for repetitive events (e.g., a class meeting every Wednesday), an event occurring for up to four hours per day, no more than once per week, for up to a twelve-week period. Fees must be paid for each "use" of a County Community Center. For example, for a repetitive event lasting from between thirteen to twenty-four weeks, the fee must be paid two times. For events involving multiple consecutive days, the Fee for each day after the first day shall be \$50. For example, for a two-day event with use of the kitchen, the fee would be \$150.

\*\*Deposits may be waived for events where alcohol is not served for nonprofits, schools or government entities meeting the criteria set forth in Resolution R19-\_\_.

# COMMUNITY CENTER CLOSING CHECKLIST (CROWLEY LAKE)

Prior to leaving the building, User shall complete the following checklist for those tasks that are applicable to the Community Center where the Event was held and to the type of Event held.

### **TASKS FOR ALL EVENTS:**

- All decorations have been removed from the walls, ceiling, floor, etc.
- All trash has been removed from the floors and counters throughout the building.
- Trash has been removed from trash cans and taken to the dumpster provided outside.
- Chairs and tables have been stacked and put away in their proper storage locations.
- All toilets and urinals have been flushed, sinks wiped down, and trash removed from all restrooms.
- All lights have been turned off, including the front exterior lights.
- All windows and doors have been shut and locked.

### **ADDITIONAL TASKS FOR EVENTS THAT INCLUDE FOOD & BEVERAGES:**

- Kitchen floors have been swept and mopped.
- All floors have been swept and mopped.
- Chairs and tables have been cleaned off and wiped down prior to properly storing.
- All countertops have been cleaned off and wiped down.
- The kitchen sink has been emptied, cleaned, and wiped down.
- The dishwasher has been cycled and emptied.
- Dishes, cups, and utensils have been washed and properly stored (where applicable).
- The stove top has been cleaned off and wiped down.
- The refrigerator has been cleaned and emptied.

I hereby certify that the above tasks have been completed.

\_\_\_\_\_  
Printed name of User or, if User is an entity, of authorized representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

***Please report any damage or problems to Public Works at (760) 932-5440.***

Exhibit "C"

# COMMUNITY CENTER INSURANCE AND ALCOHOL REQUIREMENTS

## 1. Insurance

If alcohol is to be provided, served, sold, or otherwise present at an Event, then User must obtain Host Liquor Liability Insurance in the amount of one million dollars (\$1,000,000) per Event, with the County of Mono named as an additional insured. The coverage must be in a form acceptable to, and approved by, County Risk Management.

Listed below are some options that are available regarding securing the required insurance:

### **Home Owner's Insurance**

Some insurance companies will provide a one day Special Event Liquor Liability rider to your Home Owners or Renters policy. The County of Mono must be named as an additional insured. Contact your local agent for information.

### **County Risk Management**

Special Event Liability Insurance can be purchased from The County of Mono Risk Management Department. The costs vary depending on the event, number of people in attendance and number of days. Please contact Risk Management at 760-932-5405 at least fourteen (14) days prior to the event for information, an application or a quote.

### **Caterer's Insurance**

If a caterer is supplying alcohol for your Event, then they must provide the County with a certificate of insurance naming the County of Mono as additional insured. Check with your caterer to see if they carry host or statutory liquor insurance.

***Proof of insurance must be provided to the County of Mono at least seven (7) days before your event***

## 2. Permits and approvals

If admission is charged for an Event at which alcohol will be present, or if alcohol will be sold at the Event, then User must also obtain the following permits or approvals and maintain them in force throughout the duration of the event:

- a. Permit from Alcoholic Beverage Control (Bakersfield, California)
- b. Mono County Sheriff's Department Approval...760-932-5279
- c. Mono County Risk Management Approval...760-932-5410



# DEPARTMENT OF FINANCE

## AUDITOR-CONTROLLER

### COUNTY OF MONO

---

Stephanie M. Butters  
Assistant Finance Director  
Auditor-Controller

Janet Dutcher, CPA, CGFM  
Director of Finance

P.O. Box 556  
Bridgeport, California 93517  
(760) 932-5490  
Fax (760) 932-5491

Notice is hereby given pursuant to Government Code Sections 66018, that at the regular meeting of the Mono County Board of Supervisors to be held in the Board Chambers, 2<sup>nd</sup> Floor, County Courthouse, at 278 Main St., Bridgeport, CA 93517, on Tuesday, October 8, at 10:00AM or as soon thereafter as the matter may be heard, the Board of Supervisors will conduct a public hearing at which oral and written presentations may be made, regarding a proposed resolution imposing increased fees for use of the County Community Centers on multiple consecutive days or that are weekly recurring events that exceed 12 weeks. The proposed resolution would also decrease the initial fee for the use of the Crowley Lake Community Center. The Community Centers and associated fees are administered by the County's Department of Public Works. Public data indicating the costs or the estimated costs required to provide the services for which the proposed fees are to be levied and the revenue sources anticipated to provide the services, including General Fund revenues, are available for inspection during business hours in the offices of the Department of Public Works, located in Courthouse Annex I at 74 North School Street, Bridgeport, California. The description of the services and the proposed increased fees and deposits are as follows:

<u>Department</u>	<u>Name of Fee</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Public Works	For the Crowley Lake Community Center:		
	Fee (per use, without kitchen)	\$150	\$75
	Fee (per use, with kitchen)	\$200	\$100
	Additional fee for consecutive days	None	\$50 per day
	Fee for events that occur weekly (once per week for up to 4 hours per day and up to 12 weeks)		
	Without kitchen	\$150	\$75
	With kitchen	\$200	\$100
Public Works	For Community Centers other than Crowley Lake:		
	Fee (per use, without kitchen)	\$75	\$75
	Fee (per use, with kitchen)	\$100	\$100
	Additional fee for consecutive days	None	\$50 per day
	Fee for events that occur weekly (once per week for up to 4 hours per day and up to 12 weeks)		
	Without kitchen	\$75	\$75
	With kitchen	\$100	\$100
Public Works	Deposits for all Community Centers		
	Per use (alcohol present)	\$500	\$500
	Per use (alcohol not present)	\$300	\$300







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**Departments: Information Technology**

**TIME REQUIRED**    10 minutes (5 minute presentation; 5 minute discussion)    **PERSONS APPEARING BEFORE THE BOARD**    Nate Greenberg, IT Director

**SUBJECT**            2018 – 2019 Information Security Briefing

**AGENDA DESCRIPTION:**

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

Update on the results of the 2018-2019 NCSR, overview the work that has been done in the past year around information security, and provide an indication for the road ahead.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Nate Greenberg

**PHONE/EMAIL:** x1819 / ngreenberg@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
10/4/2019 2:59 PM	County Administrative Office	Yes
10/3/2019 1:17 PM	County Counsel	Yes
10/4/2019 8:42 AM	Finance	Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546  
(760) 924-1819 • FAX (760) 924-1697 • [ngreenberg@mono.ca.gov](mailto:ngreenberg@mono.ca.gov)

Nate Greenberg  
*Information Technology Director*

October 8, 2019

**To** Honorable Board of Supervisors  
**From** Nate Greenberg, Information Technology Director  
**Subject** 2018 – 2019 Information Security Briefing

**Recommendation**

Informational item only.

**Discussion**

Mono County Information Technology prioritizes information security. In addition to Security and Compliance being one of our Core Services, the department has identified Infrastructure & Security as one of the Strategic Initiatives in the 2019 – 2021 IT Strategic Plan.

Over the past several years, the County has focused considerable energy on improving the overall security posture across the organization, particularly as it relates to protecting data and better securing key operations such as public safety and elections.

These efforts have required the implementation of new technologies, adoption of new and updates to existing policies and procedures, improving education, and retaining an Information Security Officer on our staff roster. Additionally, each year the County participates in the National Cyber Security Review (NCSR) – a national security assessment that is designed to serve as a measuring stick to help us better understand how we are doing and where we can improve with regard to information security.

This briefing will reveal the results of the 2018-2019 NCSR, overview the work that has been done in the past year around information security, and provide an indication for the road ahead.

**Fiscal Impact**

None at this time.

**Strategic Plan Alignment**

**Mono County Strategic Priorities**

- 1. Improve Public Safety & Health
- ✕ 2. Enhance Quality of Life for County Residents
- ✕ 3. Fiscally Health County & Regional Economy
- 4. Improve County Operations
- 5. Support the County Workforce

**IT Strategic Initiatives**

- ✕ 1. Customer Success
- 2. Infrastructure & Security
- ✕ 3. Communications
- ✕ 4. Engaged & Empowered Users
- ✕ 5. Usability & Access
- ✕ 6. Data Quality & Availability





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 8, 2019

**Departments: Elections**

**TIME REQUIRED** 15 minutes

**PERSONS** Shannon Kendal

**SUBJECT** Election Update

**APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Receive general update about elections and the upcoming Presidential Primary Election which will be held on March 3, 2020.

### RECOMMENDED ACTION:

None. Informational Only.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

### History

Time	Who	Approval
10/4/2019 3:20 PM	County Administrative Office	Yes
10/2/2019 10:20 AM	County Counsel	Yes
10/3/2019 6:54 AM	Finance	Yes



**C L E R K – R E C O R D E R – R E G I S T R A R**  
**C O U N T Y O F M O N O**

---

**P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517**  
**(760) 932-5530 • FAX (760) 932-5531**

Shannon Kendall  
Clerk-Recorder-Registrar  
760-932-5533  
[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)

Helen Nunn  
Asst. Clerk-Recorder-Registrar  
760-932-5534  
[hunn@mono.ca.gov](mailto:hunn@mono.ca.gov)

To: Honorable Board of Supervisors

From: Shannon Kendall  
Registrar of Voters

Date: October 8, 2019

Subject: Elections Update

**Discussion:**

The Presidential Primary Election Cycle has officially begun. This update will provide the Board and the public with upcoming deadlines and other important information relating to the March election. This will also be an opportunity for the Board to ask questions and/or give the Registrar specific direction.

**Recommendation:**

None. Informational Only.

**Fiscal Impact:**

None at this time.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**Departments: Information Technology / Sheriff**

**TIME REQUIRED**    30 minutes (15 minute presentation;  
15 minute discussion)    **PERSONS APPEARING**    Nate Greenberg / Ingrid Braun

**SUBJECT**    Public Safety Power Shutoff - County Response    **BEFORE THE BOARD**

**AGENDA DESCRIPTION:**

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

Mono County staff have been working closely with Southern California Edison to develop a set of internal practices and resources to assist with planning and response to Public Safety Power Shutoff events. These include, but are not limited to, developing business continuity plans, better understanding staffing needs and labor policies, coordinating around major work assignments, streamlining communication plans, and deploying technology resources such as GIS to better understand and manage. While much of this work is still in progress and will evolve over time and with changing conditions and needs, this item intends to daylight much of the work done to date and allow for conversation around next steps and the road ahead.

**RECOMMENDED ACTION:**

None (informational only). Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Nate Greenberg

**PHONE/EMAIL:** (760) 924-1819 / [ngreenberg@mono.ca.gov](mailto:ngreenberg@mono.ca.gov)

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

History

Time

Who

Approval

10/4/2019 3:34 PM	County Administrative Office	Yes
10/1/2019 12:58 PM	County Counsel	Yes
10/3/2019 6:52 AM	Finance	Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546  
(760) 924-1819 • FAX (760) 924-1697 • [ngreenberg@mono.ca.gov](mailto:ngreenberg@mono.ca.gov)

Nate Greenberg  
*Information Technology Director*

October 8, 2019

**To** Honorable Board of Supervisors  
**From** Nate Greenberg, Information Technology Director  
**Subject** Public Safety Power Shutoff – County Response

**Recommendation**

This is an informational item, however, the Board may direct staff to take specific action as deemed appropriate.

**Discussion**

The "Public Safety Power Shutoff" (PSPS) program was developed by electric utilities such as Southern California Edison (SCE) as a preventative measure of last resort if the utility reasonably believes that there is an imminent and significant risk that strong winds may topple power lines or cause major vegetation-related issues leading to increased risk of fire. During such events, the utility will proactively turn off power in high fire risk areas.

Mono County staff have been working closely with SCE to develop a set of internal practices and resources to assist with planning and response to these types of events. These include, but are not limited to, developing business continuity plans, better understanding staffing needs and labor policies, coordinating around major work assignments, streamlining communication plans, and deploying technology resources such as GIS to better understand and manage.

While much of this work is still in progress and will evolve over time and with changing conditions and needs, this item intends to daylight much of the work done to date and allow for conversation around next steps and the road ahead.

**Fiscal Impact**

None at this time.

**Strategic Plan Alignment**

**Mono County Strategic Priorities**

- 1. Improve Public Safety & Health
- 2. Enhance Quality of Life for County Residents
- ⌘ 3. Fiscally Health County & Regional Economy
- 4. Improve County Operations
- 5. Support the County Workforce

**IT Strategic Initiatives**

- ⌘ 1. Customer Success
- 2. Infrastructure & Security
- 3. Communications
- ⌘ 4. Engaged & Empowered Users
- 5. Usability & Access
- ⌘ 6. Data Quality & Availability



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**TIME REQUIRED**

**SUBJECT**            Closed Session - Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Steve Barwick, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

**Time**

**Who**

**Approval**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**TIME REQUIRED**

**SUBJECT**                    Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

PUBLIC 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:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time

Who

Approval



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 8, 2019

**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: 172 Davison Street, Mammoth Lakes. Agency negotiators: Stacey Simon, Jenn Lopez, Erik Ramakrishnan. Negotiating parties: County and Silver State Investors. Under negotiation: Price and Terms of sale.

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

### CONTACT NAME:

PHONE/EMAIL: /

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

---

### History

Time

Who

Approval





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 8, 2019

**Departments: Public Works, CAO, Behavioral Health**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Steve Barwick, Robin Roberts, Tony  
Dublino,

**SUBJECT** Demolition or Sale of Property at 71  
Davison Street, Mammoth Lakes

---

### AGENDA DESCRIPTION:

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

The County owns real property developed with residential structures at 71 Davison Road in Mammoth Lakes. The property is unsafe as a result of a collapsed roof and the presence of asbestos. The property was poised to be sold to a private developer this Summer, who would then demolish the structure. The County fenced off the property following roof collapse.

The fencing must now be removed in anticipation of snow and, as described in the attached materials, it is uncertain whether the sale will be finalized. Immediate action is required to protect the public and the environment.

---

### RECOMMENDED ACTION:

Take one of the following actions:

**1. Immediate Demolition of Structure**

a) Adopt proposed resolution R19-\_\_\_, Finding that conditions of emergency require the immediate removal of the structure located at 71 Davison Road in Mammoth Lakes without the delay resulting from a competitive solicitation for bids; finding that the sale is exempt from review under the California Environmental Quality Act pursuant to Sections 15269, 15359, 15302, 15303 and 15332 of the California Environmental Quality Act Guidelines; delegating authority to the Public Works Director to procure the equipment, services, supplies and/or permits necessary to remove the structure, without giving notice for bids to let contracts; and approving budget adjustment to allocate \$175,000 from the Affordable Housing Reserve to pay the costs to remove the structure. (4/5 vote required); **or**

**2. Immediate Sale of Property for Redevelopment**

Adopt proposed resolution R19-\_\_\_, Approving the sale of 71 Davison Road (APN 031-041-020-000) in the Town of Mammoth Lakes pursuant to Government Code Section 25539.4, authorizing the County Administrative Officer to execute a purchase and sale agreement and regulatory agreement with Silver State Investors, LLC, and finding that the sale is exempt from review under the California Environmental Quality Act pursuant to Sections 15061 And 15303 of the California Environmental Quality Act Guidelines.

---

### FISCAL IMPACT:

**Option 1 (Demolition):** \$175,000 from the Affordable Housing Reserve. The Reserve has a current balance of \$400,000.

**Option 2 (Sale):** Revenue of \$1,000.

---

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** (760) 924-1704 / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

---

**SEND COPIES TO:**

---

## MINUTE ORDER REQUESTED:

YES  NO

---

## ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Option 1 Coverpage</a>
<a href="#">Resolution (demolition)</a>
<a href="#">Option 2 Coverpage</a>
<a href="#">Resolution (sale)</a>
<a href="#">Regulatory Agreement</a>
<a href="#">Purchase and Sale Agreement</a>

---

### History

Time	Who	Approval
10/4/2019 3:19 PM	County Administrative Office	Yes
10/4/2019 11:36 AM	County Counsel	Yes
10/4/2019 8:44 AM	Finance	Yes



# COUNTY OF MONO

---

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5410 • FAX (760) 932-5411

Steve Barwick  
County Administrative Officer

To: Board of Supervisors

From: Steve Barwick, CAO  
Tony Dublino, Public Works Director  
Robin Roberts, Behavioral Health Director

Date: October 8, 2019

Re: Disposition of Property at 71 Davison Street in Mammoth Lakes

## **Recommended Action(s)**

Take one of the following actions:

### **1. Immediate Demolition of Structure**

Adopt proposed resolution finding that conditions of emergency require the immediate removal of the structure located at 71 Davison Road in Mammoth Lakes without the delay resulting from a competitive solicitation for bids; finding that the sale is exempt from review under the California Environmental Quality Act pursuant to Sections 15269, 15359, 15302, 15303 and 15332 of the California Environmental Quality Act Guidelines; delegating authority to the Public Works Director to procure the equipment, services, supplies and/or permits necessary to remove the structure, without giving notice for bids to let contracts; and approving budget adjustment to authorize allocation of \$175,000 from the Affordable Housing Reserve to pay the costs to remove the structure. (4/5 vote required); or

### **2. Immediate Sale of Property and Remediation by Purchaser**

Adopt proposed resolution approving the sale of 71 Davison Road (APN 031-041-020-000) in the Town of Mammoth Lakes pursuant to Government Code Section 25539.4, authorizing the County Administrative Officer to execute a purchase and sale agreement and regulatory agreement with Silver State Investors, LLC, and finding that the sale is exempt from review under the California Environmental Quality Act pursuant to Sections 15061 And 15303 of the California Environmental Quality Act Guidelines.

## Strategic Plan Focus Area(s) Met

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

## Fiscal Impact

**Option 1 (Demolition):** \$175,000 from the Affordable Housing Reserve. The Reserve has a current balance of \$400,000. **Option 2 (Sale):** Income of \$1,000.

## Discussion

In 1997, the County acquired property at 71 Davison Road, Mammoth Lakes, California (APN 031-041-020-000) (the “Property”) for use as a residential facility for persons undergoing drug and alcohol recovery (the “Davison House”). For more than a decade, the Davison House was operated by Mono County Behavioral Health as the “Eastern Sierra Passages Lodge” (ESPL) a licensed adult residential alcohol and drug treatment facility. However, in approximately 2011, use of the Davison House as ESPL ceased, and the Property has since been vacant and unused.

After an unsuccessful attempt to sell the Property at market rate in 2013, the County solicited bids to demolish the Davison House in 2017. No bids were received. Thereafter, and in response to the growing need for workforce housing in Mammoth Lakes, in November of 2018, the Board of Supervisors rejected offers to purchase the Property at market price and instead directed staff to take necessary steps to transfer or sell the Property for development as affordable housing.

A qualified affordable housing developer, Silver State Investors, LLC (“Silver State”) was identified, and a purchase and sale agreement and affordability restrictions were drafted and agreed upon in concept. Those documents assumed that, once the Property changed hands, the Davison House would either be demolished or repaired by Silver State and the site developed with up to 5 deed-restricted affordable units.

However, in late August, before those documents were finally executed, an issue related to interpretation of Town of Mammoth Lakes zoning codes and the developability of the site arose. This culminated in a meeting among County and Town staff and Silver State in mid-September during which Town staff confirmed that the development could not go forward under current rules, but explained that a zoning code amendment was in process and, if approved, would likely take effect in early 2020. Following the meeting, Silver State indicated an unwillingness to go forward with the purchase at that time. (As explained below, Silver State may be willing to reverse its position with respect to moving forward.)

Separately, heavy snowfall in the Town of Mammoth Lakes during the past winter resulted in the collapse of portions of the Davison House roof and walls (containing

friable asbestos), decking, and an outside staircase, among other things. Once the snow melted in Spring and the extent of the damage was identified, the County installed temporary fencing to prevent the public from entering the site. The exterior fencing must now be removed in anticipation of winter snowfall, which it would be unable to withstand.

The Davison House has been determined to be unsafe to enter by a professional engineer. Moreover, any further damage or collapse as a result of snow this winter could result in the release of friable (i.e., airborne) asbestos. As such, it is imperative that the structure be immediately remediated -- before winter snows set in making such work impossible.

Elimination of the hazardous conditions on the Property can happen in one of two ways:

### **1. Immediate Demolition of Structure by County**

Public Works has identified a contractor, CVE Demolition, willing and able to perform the work as soon as necessary permits are obtained. The estimated cost is \$172,000. With an early winter in sight and two snowfall events already, the sooner CVE can be onsite the better. The work cannot be performed after substantial weather begins.

Once the emergency situation is addressed and the structure is removed, staff would return to the Board to discuss various issues related to the Property, including a proposed transaction that would remove the asset from Behavioral Health's books, thereby making it a County general fund asset, and continued pursuit of development of the Property for affordable housing, either by Silver State, or through other means.

### **2. Immediate Sale and Remediation of Structure by Silver State**

Despite previously indicating an unwillingness to go forward until Town zoning issues were resolved, on October 2<sup>nd</sup>, Silver State notified County staff that it might, indeed, be willing to purchase the Property at this time - including a shortened escrow period. Silver State further indicated that if the sale could be completed, it would immediately take steps to remediate the hazardous conditions.

Silver State's willingness to move forward on this expedited timeline was made contingent on it being able to resolve several issues related to building codes and the physical structure, which could not be addressed before this agenda went to print. Accordingly, the agenda has been drafted to provide a sale option for the Board, in the event Silver State's issues are resolved to its satisfaction and the Board determines that sale continues to be in the County's best interests.

# Option 1

## (Demolition by County)



RESOLUTION NO. R19 - \_\_\_\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS FINDING AND DECLARING AN EMERGENCY NEED TO DEMOLISH, REMOVE, AND DISPOSE OF DANGEROUS STRUCTURES LOCATED ON REAL PROPERTY OWNED BY THE COUNTY, SUSPENDING THE REQUIREMENT OF COMPETITIVE BIDDING FOR THE PROCUREMENT OF DEMOLITION, REMOVAL, AND DISPOSAL SERVICES, AUTHORIZING THE MONO COUNTY PUBLIC WORKS DIRECTOR TO EXECUTE A CONTRACT FOR SUCH SERVICES PURSUANT TO MONO COUNTY CODE SECTION 3.04.060, AND FINDING THAT THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**  
**[4/5ths VOTE REQUIRED]**

**WHEREAS**, the County of Mono (the “County”) owns certain real property located at 71 Davison Road, Mammoth Lakes, California [APN 031-041-020-000] (the “Davison House Property”), including residential structures thereon (the “Structures”), within the incorporated territory of the Town of Mammoth Lakes (the “Town”), which have not been occupied since approximately 2011; and

**WHEREAS**, the Structures were developed and constructed using materials and supplies that contain asbestos; and

**WHEREAS**, on or about [DATE], County staff learned that the heavy snowfall from the 2018-2019 winter season caused the roof(s) of the Structures to collapse, along with other damage; and

**WHEREAS**, recognizing the potential hazards associated with the collapsed roof and the presence of asbestos, the County installed secure fencing around the Property once the snow had melted in the Spring and must remove that fencing once significant snow falls this season; and

**WHEREAS**, concurrently, the County entered into negotiations with a private developer, Silver State Investors, LLC (“Silver State”), for the purpose of transferring the Davison House Property to Silver State to be redeveloped for affordable housing; and

1           **WHEREAS**, those negotiations led to conceptual agreement as the terms of sale and  
2      affordability restrictions and the transaction was scheduled to be consummated in August of 2019;  
3      and

4           **WHEREAS**, before final approval, the parties learned that Silver State's plan to demolish the  
5      structure and construct five affordable units on the Property might not be permitted by the Town of  
6      Mammoth Lakes, accordingly, execution of the sale agreement was postponed; and

7           **WHEREAS**, on September 16, the Town definitively confirmed that Silver State's plan could  
8      not be carried out under current Town zoning ordinances, thereafter Silver State indicated that it  
9      was unwilling to proceed with the purchase unless and until a zoning code amendment were  
10     approved by the Town Council; and

11          **WHEREAS**, any such amendment would not take effect, if at all, prior to January of 2020,  
12     leaving the Structures unfenced and in a hazardous condition until at the earliest the Spring of 2020;  
13     and

14          **WHEREAS**, there is an urgent need to demolish, remove, and dispose of the Structures prior  
15     to winter weather, including rain and snow, affecting the Mammoth Lakes, California-area because  
16     demolition cannot occur in winter conditions; and

17          **WHEREAS**, the proper demolition, removal, and disposal of asbestos-containing materials  
18     used in the Structures exceed the capacity and/or expertise of County forces and would pull Mono  
19     County Public Works Department staff away from other priorities related to their regular  
20     responsibilities; and

21          **WHEREAS**, the normal contracting process can require between two to three months to  
22     complete, including to drafting and advertising a request for bids, providing adequate time for the  
23     development of bids, evaluating bid proposals, and awarding the contract; and

24          **WHEREAS**, there is an immediate and urgent need to address the unsafe structure and  
25     potential for airborne asbestos created by the collapse of the Structure's roof(s) to protect the public  
26     health and welfare the demolition, removal, and disposal of the Structures must begin before the  
27     start of significant winter rains or snow in the Mammoth Lakes, California-area; and

28          **WHEREAS**, the Board of Supervisors finds, based on substantial evidence presented in the  
    staff report, written materials and testimony provided during its meeting, that due to safety concerns  
    posed by the collapse of the Structure's roof(s), emergency action cannot be delayed for a formal  
    competitive solicitation for bids and this action is necessary to respond to an emergency.

**NOW, THEREFORE, BE IT RESOLVED**, the Mono County Board of Supervisors hereby finds,  
    declares, determines, and orders as follows:



- 1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25
1. Correctness of Recitations. The foregoing recitations are true and correct and are incorporated herein. Substantial evidence exists that the emergency created by the collapse of the roof(s) of the residential structures and dwellings located at the Davison House Property, hazards to persons entering or passing the property and potential release of asbestos to the air due to the collapse, will not permit a delay resulting from competitive solicitation of bids. This action is necessary to respond to the emergency.
  2. Delegation of Authority. The Mono County Public Works Director, with the assistance of the Mono County Counsel, is authorized to enter into contracts with contractors, and to take such other action as he deems reasonable and necessary, to immediately remove dangerous residential structures and dwellings located at or on the real property described as 71 Davison Road, Mammoth Lakes, California [APN 031-041-020-000], in order to protect the public health and welfare and to protect the Davison House Property.
  3. Suspension of Competitive Bidding Requirements. The requirements of public and competitive bidding contained in the California Public Contract Code, should such requirements have been applicable absent an emergency, are hereby suspended because of the urgent need for emergency action due to the existence of the dangerous residential structures and dwellings on the Davison House Property but that this suspension shall be limited to work deemed reasonable and necessary by the Mono County Public Works Director to protect the public health and welfare and to protect the Davison House Property.
  4. Director's Duty to Coordinate and Report. The Mono County Public Works Director is directed, while carrying out the authority delegated by this resolution, to:
    - a. Coordinate his activities with the Mono County Counsel and, as he deems necessary in his discretion, with the staff of the County and other affected and interested public regulatory agencies and public utilities; and
    - b. Report to this Board on actions taken pursuant to this resolution and other matters related to this emergency at every regularly scheduled meeting of the Mono County Board of Supervisors until the emergency action is terminated.
  5. Budget Appropriation. The Director of the Mono County Finance Department of Finance is directed to make any budget amendments or appropriations necessary to ensure that the Mono County Public Works Department has sufficient funds available to contract for the demolition, removal, and disposal of the residential structures and dwellings on the Davison House, up to \$175,000. Such funds to come from the Affordable Housing Reserve.
  6. Determination of CEQA Exemption. The requirements of California Environmental Quality Act ("CEQA"), California Public Resources Code section 21000 et seq., do not apply to the

1 emergency actions authorized herein because the emergency described in this resolution poses  
2 an “imminent danger, demanding immediate action to prevent or mitigate” loss of life and  
3 property as that phrase is used in the definition of the word “emergency” provided in section  
4 21060.3 of the California Public Resources Code, and thus is statutorily exempt from CEQA  
5 pursuant to section 21080 (b)(4) of the California Public Resources Code; and an “a clear and  
6 imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to  
7 life...[and] property” as that phrase is used in the definition of the word “emergency” provided  
8 in section 15359 of title 14 of the California Code of Regulations, and thus is statutorily exempt  
9 from CEQA pursuant to section 15269 of title 14 of the California Code of Regulations. In  
10 addition, the work is exempt from CEQA under CEQA Guidelines sections 15302, 15303 and  
11 15332.

- 12 7. Notice of CEQA Exemption. This resolution shall constitute a notice of exemption from the  
13 requirement of the California Environmental Quality Act, California Public Resources Code  
14 Section 21000 et seq.

15 **PASSED AND ADOPTED** this 8<sup>th</sup> day of October, 2019, by the following vote of the Board of  
16 Supervisors, County of Mono:

17 **AYES:**

18 **NOES:**

19 **ABSENT:**

20 **ABSTAIN:**

21 \_\_\_\_\_  
22 John Peters, Chair  
23 Mono County Board of Supervisors

24 ATTEST:

25 Approved as to Form:

26 \_\_\_\_\_  
27 Clerk of the Board

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

# Option 2

## (Sale to Silver State)



R19-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING THE SALE OF 71 DAVISON ROAD (APN  
031-041-020-000) IN THE TOWN OF MAMMOTH LAKES PURSUANT TO  
GOVERNMENT CODE SECTION 25539.4, AUTHORIZING THE COUNTY  
ADMINISTRATIVE OFFICER TO EXECUTE A PURCHASE AND SALE  
AGREEMENT AND REGULATORY AGREEMENT WITH SILVER STATE  
INVESTORS, LLC, AND FINDING THAT THE SALE IS EXEMPT FROM REVIEW  
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO  
SECTIONS 15061 AND 15301 TO 15303 OF THE CALIFORNIA ENVIRONMENTAL  
QUALITY ACT GUIDELINES**

**WHEREAS**, the County owns land in the Town of Mammoth Lakes located at 71 Davison Road (the "Property"), which is occupied by a vacant five-unit multifamily dwelling that suffered catastrophic damage making it uninhabitable during the winter of 2018-2019; and

**WHEREAS**, the Board of Supervisors desires that the County sell the Property for affordable housing; and

**WHEREAS**, Government Code Section 25539.4 states that whenever the board of supervisors of a county determines that any real property owned by the county can be used to provide housing affordable to persons and families of low or moderate income, and that this use is in the county's best interests, the county may sell the real property at less than fair market value without complying with the provisions of Article 8, Chapter 5, Part 2, Division 2, Title 3 of the Government Code, commencing with Section 25520, relating to the sale or lease of county property; and

**WHEREAS**, eighty percent (80%) of the area of any parcel sold pursuant to Government Code Section 25539.4 shall be used to provide housing, at least forty percent (40%) of the units developed shall be affordable to households earning not more than sixty percent (60%) of area

1 median income, and at least half of those units shall be affordable to households earning not  
2 more than fifty percent (50%) of area median income; and

3         **WHEREAS**, Government Code Section 25539.4 further requires that dwelling units  
4 produced for persons and families of low or moderate income in accordance with that statute  
5 shall be restricted by recorded regulatory agreement, to run with the land for at least thirty (30)  
6 years; and

7  
8         **WHEREAS**, on April 15, 2019, in response to a request for proposals, Silver State  
9 Investors, LLC, a Nevada limited liability corporation ("Buyer"), submitted a proposal to  
10 purchase the Property for One Thousand and No/100 Dollars (\$1,000.00), subject to a recorded  
11 regulatory agreement to run with the land, obligating Buyer to develop the Property with up to  
12 five (5) units, or as many units as may be legally allowed; and

13  
14         **WHEREAS**, the recorded regulatory agreement would require that for a period of thirty  
15 (30) years, at least one unit developed at the Property would be leased at a rent affordable to  
16 households earning not more than sixty percent (60%) of area median income, at least one unit  
17 would be leased at a rent affordable to households earning not more than fifty percent (50%) of  
18 area median income, and any remaining units would be leased at a rent affordable to moderate  
19 income households; and

20  
21         **WHEREAS**, County staff and Buyer have negotiated a purchase and sale agreement and  
22 a form of regulatory agreement to restrict the Property as described above; and

23  
24         **WHEREAS**, the sale of the Property will be exclusively for the development of housing  
25 to alleviate a current shortage of affordable housing in Mono County, and will rehabilitate a  
26 blighted parcel and damaged building; and

27  
28         **WHEREAS**, the act of selling the Property will not have a significant impact on the  
29 environment because the 0.22 acre Property, which is completely surrounded by urban uses and  
30 served with existing utilities, will be reconstructed at its existing density, any increase in building  
31 footprint will be minor, and the project does not implicate any of the circumstances describe in  
32 California Environmental Quality Act ("CEQA") Guidelines Section 15300.2; and

1           **WHEREAS**, at its regular meeting on October 8, 2019, and pursuant to the duly  
2 published and posted agenda for the meeting, the Board of Supervisors considered the purchase  
3 and sale agreement, the regulatory agreement, the staff report, and other materials presented to it,  
4 and heard any comments from members of the public wishing to speak for or against the sale of  
5 the Property.  
6

7           **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors as follows:

8           **Section 1.** The Board of Supervisors hereby finds that:

- 9           (a) The foregoing recitals are true and correct;  
10           (b) The sale of the Property on terms described in the recitals above and in the staff  
11           report is in the best interests of the County, and meets all of the requirements of  
12           Government Code Section 25539.4;  
13           (c) The sale is exempt from review under CEQA pursuant to CEQA Guidelines Sections  
14           15061(b)(3) (Common Sense Exemption), 15301 (Existing Facilities Exemption),  
15           15302 (Replacement or Reconstruction Exemption), and 15303 (New Construction or  
16           Conversion of Small Structures Exemption).

17           **Section 2.** The Board of Supervisors approves the sale of the Property on terms  
18 described in the recitals above and in the staff report.

19           **Section 3.** The Board of Supervisors authorizes the County Administrative Officer or  
20 designee ("CAO") to execute the purchase and sale agreement and regulatory agreement on  
21 behalf of the County in substantially the form attached to the staff report, subject to such  
22 nonsubstantive or minor modifications or amendments as may be necessary to complete the  
23 transactions contemplated thereby, and subject further to approval as to form by County Counsel.  
24

25           **Section 4.** The CAO shall execute such other instruments, and shall take any and all  
26 other action, as may be reasonably necessary to complete the sale of, and to close escrow on, the  
27 Property, including, without limitation, by causing a notice of exemption to be filed with the  
28 Mono County Clerk-Recorder pursuant to CEQA Guidelines Section 15062.  
29  
30  
31  
32

1           **Section 5.** The Clerk of the Board of Supervisors is hereby designated as the custodian  
2 of documents and any other materials that constitute the record of proceedings upon which the  
3 decisions herein are based. These documents may be found at the office of the Clerk of the  
4 Board of Supervisors, at 74 School Street, Annex I, Bridgeport, California.  
5

6           **Section 6.** This resolution shall take immediate effect upon adoption.  
7

8           **PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
9 by the following vote, to wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**  
14  
15

16 \_\_\_\_\_  
17 John Peters, Chair  
18 Mono County Board of Supervisors

19 **ATTEST:**

**APPROVED AS TO FORM:**

20  
21  
22 \_\_\_\_\_  
23 Clerk of the Board

24  
25  
26 \_\_\_\_\_  
27 County Counsel  
28  
29  
30  
31  
32

FORM OF REGULATORY AGREEMENT

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

No fee document pursuant to  
Government Code Section 27383

---

REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
(71 Davison Street, Town of Mammoth Lakes)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the County of Mono, a political subdivision of the state of California (the "County"), and Silver State Investors, LLC, a \_\_\_\_\_ (the "Developer").

RECITALS

1. These Recitals refer to and utilize certain capitalized terms that are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.
2. Concurrently with the execution of this Agreement, County has transferred to Developer fee title in property located at 71 Davison Street in the Town of Mammoth Lakes (APN 031-041-020-000), more particularly described in Exhibit A hereto (the "Property"). The Property is zoned for multiple family residential use. Existing improvements on site, which are no longer in a habitable condition, include five former residential units.
3. County agreed to sell the Property below market value for the development of affordable housing onsite, as authorized pursuant to Government Code Section 25539.4. As a condition of sale, Developer agreed to develop the site with affordable units and to record conditions and restrictions against the Property to ensure continued affordability for a period of at least 30 years.
4. In order to ensure that the Property will be used and operated in accordance with these conditions and restrictions, the County and Developer wish to enter into this Agreement.

THEREFORE, the County and Developer (each a "Party", and, collectively, the "Parties") hereby agree as follows.



ARTICLE 1.  
DEFINITIONS

Section 1.1 Definitions. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

- (a) "Actual Household Size" shall mean the actual number of persons in the applicable household.
- (b) "Adjusted Income" shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of income. In the event that no such program exists, the County shall provide the Developer with a reasonably similar method of calculation of income as provided in said Section 6914.
- (c) "Agreement" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.
- (d) "Assumed Household Size" shall have the meaning set forth in Section 2.3.
- (e) "County" shall mean the County of Mono, a political subdivision of the state of California.
- (f) "Developer" shall mean Silver State Investors, LLC, a \_\_\_\_\_, and its successors and assigns as permitted by this Agreement.
- (g) "Development" shall mean the Property and the Improvements.
- (h) "HCD" shall mean the State of California Department of Housing and Community Development.
- (i) "Improvements" shall mean the improvements to be developed by the Developer on the Property, including the Units, and appurtenant landscaping and improvements.
- (j) "Low Income Household," for purposes of this Agreement, means a household with an Adjusted Income that does not exceed sixty percent (60%) of Median Income.
- (k) "Management Agent" shall mean the professional property management company retained by the Developer, in accordance with this Agreement for the day-to-day operation of the Development. If appropriately qualified, the Management Agent may also be an individual independent contractor hired by Developer.
- (l) "Median Income" shall mean the median gross yearly income adjusted for Actual Household Size or Assumed Household Size, as specified herein, in the County of Mono,

California, as published and periodically updated by HCD pursuant to the California Code of Regulations, Title 25, Section 6932, or successor provision. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide the Developer with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

(m) "Moderate Income Household" means "persons and families of moderate income," as defined in Health and Safety Code Section 50093.

(n) "Property" shall mean the real property described in Exhibit A attached hereto and incorporated herein.

(o) "Rent" shall mean the total of monthly payments by the Tenants of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Developer which are required of all Tenants, other than security deposits; the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable or telephone service; any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Developer, and paid by the Tenant.

(p) "Tenant" shall mean a household occupying a Unit.

(q) "Term" shall mean the term of this Agreement which shall commence on the Effective Date, and shall continue thereafter for a period of 30 years.

(r) "Units" shall mean the five (5) rental units to be developed and operated by the Developer on the Property.

(s) "Very Low Income Household" is defined in Health and Safety Code Section 50105.

## ARTICLE 2. AFFORDABILITY COVENANTS

Section 2.1 Development of Units. Developer agrees to develop five (5) Units at the Property within 24 months of this Agreement, subject to extension by mutual consent of the Parties, which County shall not unreasonably withhold. In the event that construction of five (5) Units is not legally possible, Developer shall construct the maximum number of Units for which Developer is able to obtain entitlements.

### Section 2.2 Occupancy Requirements.

(a) One of the Units shall be rented to and occupied by or, if vacant, available for occupancy by, a Very Low Income Household.

(b) One of the Units shall be rented to and occupied by or, if vacant, available for occupancy by, a Low Income Household

(c) Any remaining Units shall be rented to and occupied by or, if vacant, available for occupancy by, Moderate Income Households.

Section 2.3 Allowable Rent.

(a) Rent. Subject to Section 2.4 below, and pursuant to California Health & Safety Code Section 50053:

(1) The Rent charged to Tenants of the Unit designated for Very Low Income Households shall not exceed one-twelfth (1/12<sup>th</sup>) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(2) The Rent charged to Tenants of the Unit designated for Low Income Households shall not exceed one-twelfth (1/12<sup>th</sup>) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(3) The Rent charged to Tenants of the Units designated for Moderate Income Households shall not exceed one-twelfth (1/12<sup>th</sup>) of thirty percent (30%) of one hundred ten percent (110%) of Median Income for households.

(b) Assumed Household Size. In calculating the allowable Rent for the Units, the following Assumed Household Sizes shall be utilized:

<u>Number of Bedrooms</u>	<u>Assumed Household Size</u>
One	2
Two	3
Three	4
Four	5

(c) County Approval of Rents. Initial Rents for all Units shall be approved by the County prior to occupancy. The Developer shall provide the County an annual written report setting forth the proposed annual rent increase, if any, for the subsequent year on such date mutually acceptable to the Parties. The County shall have fifteen (15) days following the receipt of such report to either approve or disapprove of such rent increase. The County shall approve such rent increase if such increase complies with the requirements of this Agreement.

Section 2.4 Increased Income of Tenants.

(a) Income Above Qualifying Level. In the event, upon recertification of a Tenant's household's income, the Developer discovers that a Tenant occupying a Unit for Very Low Income Households no longer qualifies as a Very Low Income Household, but instead qualifies as a Low or Moderate Income Household, or that a Tenant occupying a Unit for Low Income Households no longer qualifies as a Low Income Household, but instead qualifies as a Moderate Income Household, then, upon expiration of the Tenant's lease:

(1) Such Tenant's Unit shall continue to be considered a Unit occupied by a Very Low or Low Income Household, as the case may be; and

(2) Such Tenant's Rent may be increased, upon sixty (60) days written notice to the Tenant, to a Rent equal to, the lesser of: (i) the market rate Rent for a similar unit of comparable quality to the Unit, or (ii) as set forth in Section 2.3(a), depending upon the Adjusted Income of the Tenant.

(b) Non-Qualifying Household. If, upon recertification of a Tenant's income, the Developer determines that a Tenant has an Adjusted Income exceeding one hundred twenty percent (120%) of Median Income, adjusted for Actual Household Size, such Tenant shall be permitted to continue to occupy the Unit at Rent not exceeding one-twelfth (1/12<sup>th</sup>) of thirty percent (30%) of actual Adjusted Income, and the Unit shall continue to be classified as a Very Low, Low, or Moderate Income Unit, as the case may be, until the Tenant vacates the Unit.

(c) Termination of Occupancy. Upon termination of occupancy of a Unit by a Tenant, such Unit shall be deemed to be continuously occupied by a Very Low, Low, or Moderate Income Household, as the case may be, until such Unit is reoccupied.

## Section 2.5 Tenant Selection.

(a) Marketing Plan. Before leasing any vacant Units in the Development, the Developer must provide the County for its review and approval the Developer's written marketing and tenant selection plan.

(b) Nondiscrimination.

(1) Source of Income. The Developer shall not discriminate on the basis of source of income or rent payment (for example, TANF or SSI); provided, however, that Developer may ensure that a prospective Tenant's previous rent history of at least one (1) year provides evidence of Tenant's ability to pay the applicable Rent (ability to pay shall be demonstrated if the prospective Tenant can show that the Tenant has paid the same percentage or more of the Tenant's income for Rent as the Tenant would be required to pay for the Rent applicable to the Unit to be occupied).

(2) Section 8 Certificate Holders. The Developer will accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Developer shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective tenants, nor shall the Developer apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of Units by such prospective Tenants.

(3) General Public. All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. The Developer shall not give preference to any particular class or group of persons in renting the Units, except to the extent that the Units are required to be leased based upon income eligibility. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income, disability, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or

enjoyment of any Unit nor shall Developer or any person claiming under or through the Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the operation and management of the Development.

(4) The Developer shall not refuse to rent to any prospective Tenant on the basis of household size so long as such household size is not smaller than the minimum household size set forth below:

<u>Number of Bedrooms</u>	<u>Minimum Household Size</u>
One	1
Two	2
Three	3
Four	4

Section 2.6 Lease Provisions. Developer shall include in leases for all Units provisions which authorize Developer to immediately terminate the tenancy of any household one or more of whose members misrepresented any fact material to the household's income qualification. Each lease or rental agreement shall also provide that the household is subject to annual certification in accordance with Section 3.1 below, and that, if the household's income increases above the applicable limits, such household's Rent may be subject to increase in accordance with this Agreement.

Section 2.7 Condominium Conversion. The Developer shall not convert the Development's Units to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Property during the Term of this Agreement.

Section 2.8 Waiting List. To the extent applicable, the Developer shall maintain a waiting list of potential income eligible applicants.

### ARTICLE 3. INCOME CERTIFICATION AND REPORTING

Section 3.1 Income Certification. The Developer will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income and household size certifications from each Tenant renting any of the Units. The Developer shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking one or more of the following steps as a part of the verification process: (a) obtain three (3) pay stubs for the most recent pay periods; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain three (3) most recent bank statements for all savings and checking accounts; (f) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (g) if the

applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be available to the County upon request.

Section 3.2 Annual Reports to County. The Developer shall submit to the County (a) not later than December 31<sup>st</sup> of each calendar year, or such other date as may be requested by the County, a statistical report, including income and rent data for all Units, and vacancy history, setting forth the information called for therein, and (b) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the County.

Section 3.3 Additional Information. Developer shall provide any additional information reasonably requested by the County. The County shall have the right to examine and make copies of all books, records or other documents of Developer which pertain to any Unit.

Section 3.4 Records. Developer shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the County to inspect records, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of the Developer and shall be maintained as required by the County, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the County. The Developer shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years.

Section 3.5 On-site Inspection. The County shall have the right to perform an on-site inspection of the Development at least one time per year. The Developer agrees to cooperate in such inspection.

#### ARTICLE 4. OPERATION OF THE DEVELOPMENT

Section 4.1 Residential Use. The Development shall be used only for rental residential use. No part of the Development shall be used for transient housing.

Section 4.2 Taxes and Assessments. Developer shall pay all real and personal property taxes, assessments, and charges, and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Developer exercises its right to contest any tax, assessment, or charge against it, Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

ARTICLE 5.  
PROPERTY MANAGEMENT AND MAINTENANCE

Section 5.1 Management Responsibilities. The Developer shall be responsible for all management functions with respect to the Development, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of Rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County shall have no direct, or indirect, responsibility over management of the Development; provided, however, that the County shall have the right, but not the duty, to enforce the provisions of this Agreement. At all times during the Term, the Developer shall retain the Management Agent approved by the County in its reasonable discretion to perform its management duties hereunder. To the extent required by applicable law, a resident manager shall be required.

The Development shall at all times be managed by an experienced management agent; the Developer; or an agent, subsidiary, or affiliate of the Developer. Any agent, subsidiary, or affiliate designated by the Developer to manage the Development (as used in this paragraph, the "management agent") shall be reasonably acceptable to the County, and shall have a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing. The Developer shall submit for the County's approval the identity of any replacement management agent. The Developer shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying the Developer in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved. If the proposed management agent is disapproved by the County for failing to meet the standard for a qualified management agent set forth above, the Developer shall submit for the County's approval a new proposed management agent within thirty (30) days following the County's disapproval. The Developer shall continue to submit proposed management agents for County approval until the County approves a proposed management agent.

Section 5.2 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed reasonably necessary by the County) review of the management practices and financial status of the Development (including, but not limited to, a review of the Management Agent's performance and the performance of any other entity retained by the Developer to provide maintenance services for the Development). The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. The Developer shall cooperate with the County in such reviews.

Section 5.3 Replacement of Management Agent. If, as a result of a periodic review, the County determines, in its reasonable judgment, that the Development is not being operated and managed in accordance with any of the material requirements and standards of this

Agreement, the County shall deliver notice to Developer of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Developer of such written notice, County staff and the Developer shall meet in good faith to consider methods for improving the financial and operating status of the Development. If after a reasonable period as determined by the County (not to exceed sixty (60) days from the date of the County's initial notice), the County determines that the Developer is not operating and managing the Development in accordance with the material requirements and standards of this Agreement, then the County may require replacement of the Management Agent in accordance with this Agreement.

If, after the above procedure, the County requires in writing the replacement of the Management Agent, Developer shall promptly dismiss the then Management Agent, and shall appoint as the replacement management agent a person or entity meeting the standards for a management agent set forth above and approved by the County, and in accordance with this Agreement.

Any contract for the operation or management of the Development entered into by Developer shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute a developer event of default under this Agreement. The requirements of this Section shall also apply to any other entity retained by the Developer to provide maintenance services for the Development.

Section 5.4 Approval of Management Plans and Policies. Prior to the initial leasing of any of the Units at the Property, and annually thereafter but only to the extent of any amendments thereto, the Developer shall submit its written management plan and policies with respect to the Development to the County for its review and approval (the "Management Plan"). If the Developer's proposed Management Plan sets forth the Developer's commitment and ability to operate the Development in accordance with this Agreement and applicable laws, the County shall approve the proposed Management Plan by notifying the Developer in writing. Unless the proposed Management Plan is disapproved by the County, in writing, within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved. If the proposed Management Plan is disapproved by the County, the Developer shall submit for the County's approval a new proposed Management Plan, which addresses the inadequacies set forth in the County's notice, within thirty (30) days following the County's disapproval. The Developer's failure to obtain the County's approval of a Management Plan, which approval shall not be withheld unreasonably, within one hundred twenty (120) days from the date of the Developer's initial submission of the proposed Management Plan shall constitute a developer event of default under this Agreement.

Section 5.5 Property Maintenance. The Developer agrees, for the entire Term of this Agreement, to maintain all interior and exterior Improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials.



ARTICLE 6.  
MISCELLANEOUS

Section 6.1 Term. The provisions of this Agreement shall apply to the Property for the entire Term. As more particularly set forth in Section 6.2, this Agreement shall bind any successor, heir or assign of Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County.

Section 6.2 Covenants to Run With the Land. Consistent with County's authority under Government Code Section 25539.4, the County and Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement. It is agreed and understood that County would not have conveyed the Property absent the commitment to make the Property available for affordable housing for a minimum of 30 years.

Section 6.3 Developer Default; Enforcement by the County. If Developer fails to perform any material obligation under this Agreement, and fails to cure the default within thirty (30) days after the County has notified the Developer in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure (in no event to exceed ninety (90) days from the date of the County's initial notice), the County shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy available at law or in equity:

(a) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Developer's performance of its obligations under this Agreement, and/or for damages.

(b) County Sublease of Units. If necessary to correct any Developer default regarding the Developer's failure to lease the Units to income eligible Tenants, and to the extent not prohibited by any senior lien holder (if any), the Developer hereby grants to the County the option to lease, from time to time, any vacant Units in the Development for a rental of One Dollar (\$1.00) per Unit per year for the purpose of subleasing such Units to comply with Article 2 of this Agreement and hereby agrees to execute such agreements or further documentation and to take such further action reasonably requested by the County to provide the County the ability to sublease the Units following such uncured default. Any rents received by the County under any such sublease shall be paid to the Developer after the County has been reimbursed for any expenses incurred in connection with such sublease.

Section 6.4 Recording and Filing. The County and Developer shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the official records of the County of Mono.

Section 6.5 Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 6.6 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the official records of the County of Mono.

Section 6.7 Notice. Formal notices, demands, and communications between the County and the Developer shall be in writing and shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by facsimile with a copy delivered the following day by reputable overnight delivery service, or delivered personally, to the principal office of the Parties as follows:

County: Mono County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517

With copy to: Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

Developer:

With copy to: Nina Brox  
Feldman Thiel LLP  
P.O. Box 1309  
Zephyr Cove, NV 89448

Any of the Parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or communications shall be sent. No Party shall evade or refuse delivery of any notice. Telephone numbers are only provided for the Parties' convenience, and formal notices may not be transmitted by telephone. In addition, any notice or demand from the County to the Developer may be delivered by e-mail to the Developer's e-mail set forth above; provided, however, in no event shall the Developer deliver any formal notice or demand to the County by e-mail.

Section 6.8 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

Section 6.9 Time of the Essence. In all matters under this Agreement, the Parties agree that time is of the essence.

Section 6.10 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the venue for such action shall be the Superior Court of the County of Mono.

Section 6.11 Complete Understanding of the Parties. This Agreement, constitutes the entire understanding and agreement of the Parties with respect to the matters set forth in this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654 as may be amended from time to time) shall not apply to the interpretation of this Agreement.

Section 6.12 County Approval. Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, or other action by the County is required or permitted under this Agreement that is in substantial compliance with the terms of this Agreement, such action may be given, made, or taken by the County Administrative Officer, or by any person who shall have been designated in writing to the Developer by the County Administrative Officer, without further approval by the Board of Supervisors. Any such action shall be in writing. The County shall not unreasonably delay in reviewing and approving or disapproving any proposal by the Developer made in connection with this Agreement.

Section 6.13 Indemnification. Developer will indemnify and hold harmless (without limit as to amount) County, its board members, officers, employees, and agents (hereinafter collectively, "Indemnitees"), and any of them, from and against all loss, all risk of loss, and all damage (including attorneys' fees and costs) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments, and executions for damages of any and every kind, and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner, to this Agreement, except to the extent caused by the gross negligence or willful misconduct of an Indemnitee. The provisions of this Section shall survive expiration or other termination of this Agreement or any release of part or all of the Development from the burdens of this Agreement, and the provisions of this Section shall remain in full force and effect.

Section 6.14 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be interpreted in accordance with Civil Code Section 1717 and judicial decisions interpreting that statute.

Section 6.15 Assignment. County reserves the right to assign any and all of its rights, powers, available remedies, causes of action, or duties under this Agreement to another governmental (or quasi-governmental) agency capable of monitoring Developer's performance obligations hereunder.

Section 6.16 Waiver of Requirements. Any of the requirements of this Agreement may be waived expressly by the County in writing, but no waiver by the County of any requirement of this Agreement shall, or be deemed to, extend to or affect any other provision of this Agreement.

Section 6.17 Multiple Originals; Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

***[Signatures to Follow]***

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year first above written.

**COUNTY:**

Mono County,  
a political subdivision  
of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER:**

Silver State Investors, LLC,  
a [type of entity]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stacey Simon, County Counsel

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOT 11 OF ADDITION NO. 3, TIMBER RIDGE ESTATES SUBDIVISION, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF AN ALLEY, ADJACENT ON THE SOUTH ABANDONED BY MONO COUNTY RESOLUTION 20-71, DATED APRIL 20, 1971, A CERTIFIED COPY RECORDED JUNE 2, 1971 IN BOOK 123 PAGE 423, AND SEPTEMBER 30, 1973 IN BOOK 128 PAGE 150, THAT WOULD PASS BY A CONVEYANCE OF SAID LOT 11.

APN 031-041-020-000



**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**BY AND BETWEEN**

**County of Mono,  
a political subdivision of the State of California  
"Seller"**

**AND**

**Silver State Investors, LLC,  
a Nevada limited liability company  
"Buyer"**

\_\_\_\_\_, 2019

TABLE OF CONTENTS

	<u>Page</u>
1. AGREEMENT TO PURCHASE AND SELL. ....	2
2. PURCHASE PRICE. ....	2
2.1. Deposit. ....	2
2.2. Balance. ....	2
2.3. Additional Consideration. ....	2
2.4. Independent Contract Consideration. ....	3
3. DUE DILIGENCE. ....	3
3.1. Property Documents. ....	3
3.2. Waiver of Contingencies. ....	3
3.3. Seller's Disclaimer and Buyer's Release. ....	3
3.4. Title. ....	4
4. SELLER'S REPRESENTATIONS AND WARRANTIES. ....	4
4.1. Representations and Warranties. ....	4
4.2. Survival and Restatement. ....	6
5. BUYER'S REPRESENTATIONS AND WARRANTIES. ....	6
5.1. No Conflicts. ....	6
5.2. Due Organization; Consents. ....	7
5.3. Buyer's Authority; Validity of Agreements. ....	7
5.4. Brokers. ....	7
6. COVENANTS OF SELLER. ....	7
6.1. Notice of Change in Circumstances. ....	7
6.2. Insurance. ....	7
6.3. No Defaults. ....	7
6.4. Exclusive Negotiations. ....	7
6.5. Service Contracts. ....	7
6.6. Tenant Leases. ....	8
6.7. Litigation. ....	8
7. CONDITIONS PRECEDENT TO CLOSING. ....	8
7.1. Buyer's Conditions. ....	8
7.2. Failure of Buyer's Conditions. ....	9
7.3. Seller's Conditions. ....	9
7.4. Failure of Seller's Conditions. ....	9

## TABLE OF CONTENTS

	<u>Page</u>
8. CLOSING .....	9
8.1. Closing Date.....	9
8.2. Closing Costs.....	9
9. CLOSING DELIVERIES.....	10
9.1. Deliveries by Seller to Escrow.....	10
9.2. Deliveries by Buyer.....	10
9.3. Deliveries Outside of Escrow.....	10
9.4. Closing Procedure.....	11
9.5. Real Estate Reporting Person.....	11
10. PRORATIONS.....	11
11. RISK OF LOSS.....	12
11.1. Condemnation.....	12
11.2. Casualty.....	12
12. DEFAULT.....	12
12.1. Default by Buyer.....	12
12.2. Default By Seller.....	13
13. BROKERS.....	13
13.1. Seller.....	13
13.2. Buyer.....	14
14. CONFIDENTIALITY.....	14
14.1. Buyer.....	14
14.2. Seller.....	14
15. MISCELLANEOUS PROVISIONS.....	15
15.1. Governing Law.....	15
15.2. Entire Agreement.....	15
15.3. Modifications; Waiver.....	15
15.4. Notices.....	15
15.5. Severability.....	16
15.6. Successors and Assigns; Third Parties.....	16
15.7. Counterparts.....	16
15.8. Headings.....	16
15.9. Time of The Essence.....	16

TABLE OF CONTENTS

	<u>Page</u>
15.10. Assignment.....	16
15.11. Further Assurances.....	16
15.12. Joint and Several Liability.....	17
15.13. Number and Gender.....	17
15.14. Construction.....	17
15.15. Exhibits.....	17
15.16. Attorneys' Fees.....	17
15.17. Business Days.....	17

EXHIBITS:

- Exhibit A: Legal Description
- Exhibit B: Regulatory Agreement
- Exhibit C: Grant Deed
- Exhibit D: Non-foreign Affidavit
- Exhibit E: Seller's Certificate

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (this "**Agreement**") is made and entered into as of \_\_\_\_\_, 2019, (which date is for purposes of reference only), by and between the County of Mono, a political subdivision of the State of California ("**Seller**"), and Silver State Investors, LLC, a Nevada limited liability company ("**Buyer**") for the purposes of setting forth the agreement of the parties with respect to the transaction contemplated by this Agreement.

**RECITALS**

A. Seller is the owner of certain real property located at 71 Davison Road, Mammoth Lakes, California (APN 031-041-020-000), as more particularly described on **Exhibit A** hereto.

B. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell and Buyer desires to purchase the following (collectively, the "**Property**"), for purposes of developing affordable housing onsite pursuant to Government Code Section 25539.4:

(i) the fee interest in the real property described on **Exhibit A** hereto, together with all rights, privileges and easements appurtenant thereto or used in connection therewith, including, without limitation, all minerals, oil, gas and other hydrocarbon substances thereon, all development rights, air rights, water, water rights and water stock relating thereto, all strips and gores, and all of Seller's right, title and interest in and to any streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent or connected thereto or used in connection therewith (collectively, the "**Land**");

(ii) all buildings, improvements, structures and fixtures included or located on or in the Land (collectively, the "**Improvements**"); and

(iii) any intangible property owned by Seller and used exclusively in connection with the Land or Improvements, including, without limitation, building-specific trademarks and trade names, transferable licenses, architectural, site, landscaping or other permits, development rights, applications, approvals, permits, authorizations and other entitlements, transferable guarantees and warranties covering the Land and/or Improvements, all contract rights, books, records, reports, test results, environmental assessments, as-built plans, specifications and other similar documents and materials relating to the use, operation, maintenance or repair of the Property or the construction or fabrication thereof, and all transferable utility contracts.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants contained in this Agreement and for

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

**1. AGREEMENT TO PURCHASE AND SELL.**

Subject to all of the terms and conditions of this Agreement, Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to acquire and purchase from Seller, the Property upon the terms and conditions set forth herein.

**2. PURCHASE PRICE.**

The purchase price for the Property (the "**Purchase Price**") shall be the sum of One Thousand and no/100 Dollars (\$1,000.00), payable as follows:

**2.1. Deposit.** Not later than the date that is one (1) "**Business Day**" (as defined in Section 15.17) after the date upon which Buyer and Seller have both executed and delivered this Agreement as indicated by the dates set forth next to their signatures (the "**Execution Date**"), Buyer shall open an escrow ("**Escrow**") with Inyo-Mono Title Company at Mammoth Lakes, California ("**Title Company**"). Buyer has already paid to Seller as a deposit for the Property the sum of \$1,000.00 (which amount, together with any and all interest and dividends earned thereon, shall hereinafter be referred to as the "**Deposit**"), which Seller shall promptly deposit into Escrow. Title Company shall hold the Deposit in a non-commingled trust account and shall invest the Deposit in insured money market accounts, certificates of deposit, United States Treasury Bills or such other instruments as Buyer may instruct from time to time. In the event of the consummation of the purchase and sale of the Property as contemplated hereunder, the Deposit shall be paid to Seller at the "**Closing**" (as defined in Section 8.1) and credited against the Purchase Price.

**2.2. Balance.** On the "**Closing Date**" (as defined in Section 8.1), Buyer shall pay to Seller any balance of the Purchase Price over and above the Deposit paid by Buyer under Section 2.1 above in cash or by wire transfer of federal funds to Title Company, net of all proration and adjustments as provided herein.

**2.3. Additional Consideration.** The primary consideration for the purchase of the Property is Buyer's promise, pursuant to Government Code Section 25539.4, to develop affordable rental housing onsite. Seller would not agree to convey the Property at the Purchase Price without Buyer's agreement to develop the site with affordable units. Buyer intends to develop five (5) housing units on the Property, or the maximum number of units allowed under applicable state and local law if fewer than five (5) units is legally possible. As set forth in greater detail in the form of regulatory agreement and declaration of restrictive covenants attached hereto as **Exhibit B** (the "**Regulatory Agreement**"), at least one unit shall be affordable to households earning 60 percent (60%) or below of area median income, and at least one unit shall be affordable to households earning 50 percent (50%) or below of area median income. Any additional units constructed shall be affordable to households earning 120 percent (120%) or below of area median income. Buyer shall take the Property subject to the Regulatory Agreement, which shall run with the land to ensure the continued affordability of the affordable units. This Section shall survive the Closing so as not to merge with the Deed. This Section shall remain a personal

obligation enforceable against the Buyer and, notwithstanding anything in this Agreement to the contrary, in the case of a material breach hereof Seller shall be entitled to pursue any and all remedies available at law and in equity, including specific performance.

**2.4. Independent Contract Consideration.** A portion of the Deposit equal to One Hundred Dollars and No/100 (\$100.00) (the "**Independent Contract Consideration**") has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Independent Contract Consideration is nonrefundable in all events.

### **3. DUE DILIGENCE**

**3.1. Property Documents.** Prior to Closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, for review and copying by Buyer any contracts, agreements, documents, financial reports, building plans, survey and other third party inspection reports books and records and other materials pertinent to the Property in Seller's possession or control (collectively, the "**Property Documents**"), excluding any document that is subject to the attorney-client privilege or the attorney work product doctrine, and excluding documents that are otherwise confidential pursuant to applicable law.

**3.2. Waiver of Contingencies.** Buyer acknowledges that Buyer has already had the opportunity to investigate the Property prior to entering into this Agreement, pursuant to that certain Assumption of Risk and Release of Liability between Buyer and Seller dated as of [REDACTED], 2019, incorporated herein by this reference. Buyer is aware of the condition of the Property and desires a prompt Closing. Buyer therefore agrees to accept the Property **AS IS**, and hereby waives any period within which to reject the Property based upon further investigation of the site and review of the Property Documents.

**3.3. Seller's Disclaimer and Buyer's Release.** Buyer acknowledges that, (i) Buyer has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic and legal condition of the Property, and (ii) Buyer is not relying upon any representations and warranties, other than those specifically set forth in Section 4 below, made by Seller or anyone acting or claiming to act on Seller's behalf concerning the Property. Buyer further acknowledges that it has not received from Seller any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying solely upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors. Buyer specifically undertakes and assumes all risks associated with the Property.

Subject to the provisions of Section 4 of this Agreement, **BUYER SHALL PURCHASE THE PROPERTY IN ITS "AS IS" CONDITION, WITH ALL FAULTS, ON THE CLOSING DATE, AND ASSUMES THE RISK THAT ADVERSE PHYSICAL, ENVIRONMENTAL, ECONOMIC OR LEGAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION.**

Except with respect to any claims arising out of fraud, any breach of covenants, representations or warranties set forth in this Agreement, Buyer, for itself and its agents,

affiliates, successors and assigns, hereby releases and forever discharges Seller, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this agreement, which Buyer has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property. For the foregoing purposes, Buyer hereby specifically waives the provisions of Section 1542 of the California Civil Code and any similar law of any other state, territory or jurisdiction. Section 1542 provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Buyer acknowledges that Buyer has carefully reviewed this section and has discussed its import with legal counsel (or, if Buyer has not consulted legal counsel, that Buyer has freely waived the opportunity to do so), and that the provisions of this subsection are a material part of this Agreement.

**BUYER'S INITIALS:** \_\_\_\_\_

### **3.4. Title.**

**3.4.1. Title Conditions.** Buyer acknowledges and agrees that Buyer has already inspected title or freely and voluntarily waives any right to do so or to reject the Property based upon any condition of title. Buyer desires to take the property **AS IS**, subject to any and all existing title conditions (except for property taxes due and payable as of the Closing Date, which shall be paid prior to Closing and prorated in accordance with this Agreement). Such existing title conditions shall be "Permitted Exceptions" for purposes of this Agreement.

**3.4.2. Condition of Title at Closing.** Upon the Closing, Seller shall sell, transfer and convey to Buyer indefeasible fee simple title to the Land and the Improvements thereon by a duly executed and acknowledged grant deed in the form of **Exhibit C** attached hereto (the "**Deed**"), subject only to the Permitted Exceptions.

## **4. SELLER'S REPRESENTATIONS AND WARRANTIES**

**4.1. Representations and Warranties.** As an essential inducement to Buyer entering into this Agreement, Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date:

**4.1.1. No Conflicts.** The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, deed of trust, mortgage, loan agreement, or other document or instrument to which Seller is a party or by which Seller is bound, or



any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or any portion of the Property.

- 4.1.2. Due Organization; Consents.** Seller is a political subdivision of the State of California, duly formed, validly existing and in good standing. All requisite action has been taken by Seller in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent of any legislative body, officer, creditor, public authority, or other party is required in connection herewith that has not been obtained.
- 4.1.3. Seller's Authority; Validity of Agreements.** Seller has full right, power and authority to sell the Property to Buyer as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by Seller in connection with this Agreement shall be duly authorized, executed and delivered by Seller and shall be valid, binding and enforceable obligations of Seller.
- 4.1.4. Bankruptcy.** Seller has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.
- 4.1.5. Litigation; Administrative Notices.** There is no litigation or proceeding pending, or, to Seller's actual knowledge, threatened, against Seller relating to the Property. To Seller's knowledge, there are no outstanding governmental notices or orders as to zoning violations, building code violations, or other violations of applicable law relating to the Property.
- 4.1.6. Tenant Leases.** Seller has not entered into or assumed any lease relating to the Property that is currently in effect.
- 4.1.7. Hazardous Materials.** The Property is known to contain asbestos. To Seller's actual knowledge, the Property does not contain other hazardous or toxic materials, including, but not limited to, any chemicals or materials regulated as hazardous or toxic under any federal, state or local law, except for what is commonly incorporated into or used and stored at the Property for building purposes and normal maintenance and gardening, or normal household uses. For purposes of this Paragraph, "Seller's actual knowledge" means that in approving, executing, and negotiating this Agreement, Seller's Board of Supervisors, County Administrative Officer, and legal counsel had no actual knowledge of the

existence of hazardous or toxic materials not specified herein, without necessarily having made any investigation or inquiry, including a thorough review of the Property Documents. It is agreed and understood that the Property Documents are public records that have been equally available to Buyer upon request throughout negotiations of this Agreement, and that Seller has not undertaken any obligation to investigate the existence of toxic or hazardous materials on Buyer's behalf.

**4.1.8. Service Contracts.** There are no maintenance, operating or other agreements affecting the Property, and Seller has not entered into any contract, agreement, understanding or commitment that will be binding on Buyer or the Property after the Closing Date.

**4.2. SURVIVAL AND RESTATEMENT.** All of the representations and warranties of Seller set forth in Section 4.1 (collectively, "**Seller's Warranties**") shall be deemed re-made by Seller as of the Closing Date with the same force and effect as if in fact made at that time, subject to any qualifications made by Seller and accepted by Buyer pursuant to the provisions set forth below. All of Seller's Warranties, in the form deemed re-made by Seller and accepted by Buyer as of the Closing Date, shall survive the delivery of the Deed and other Closing instruments and documents. If, at any time after the Execution Date, Seller acquires actual knowledge (and not merely constructive knowledge) of any information that would require the material qualification of any Seller's Warranty for such Seller's Warranty to be true when re-made as of the Closing Date, Seller shall give Buyer prompt written notice of such information, and Seller shall have the right to qualify such Seller's Warranty when re-made at Closing as necessary to reflect such information; provided, however, that to the extent any such qualification represents a material and adverse change to such Seller's Warranty, prior to Closing Buyer shall have the right either, (a) to accept such qualification and to proceed with the Closing without any credit or offset to the Purchase Price unless otherwise agreed in writing by Seller and Buyer, or (b) to terminate this Agreement by delivering written notice to Seller and Title Company, in which case (i) Title Company, without the need for any further instructions from either Seller or Buyer, shall automatically and immediately return the Deposit to Buyer, (ii) the parties shall equally share the Cancellation Charges, and (iii) thereafter neither party shall have any rights or obligations to the other hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement.

## **5. BUYER'S REPRESENTATIONS AND WARRANTIES.**

As an essential inducement to Seller to enter into this Agreement, Buyer represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:

**5.1. No Conflicts.** The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, deed of trust, mortgage, loan agreement, or other document or instrument to which Buyer is a party or by which Buyer is bound, or any applicable regulation of any governmental agency, or any

judgment, order or decree of any court having jurisdiction over Buyer or any portion of the Property.

**5.2. Due Organization; Consents.** Buyer is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Nevada. All requisite action has been taken by Buyer in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent of any member, manager, officer, partner, shareholder, beneficiary, creditor, investor, judicial or administrative body, governmental authority, or other party is required in connection herewith that has not been obtained.

**5.3. Buyer's Authority; Validity of Agreements.** Buyer has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by Buyer in connection with this Agreement shall be duly authorized, executed and delivered by Buyer and shall be valid, binding and enforceable obligations of Buyer.

**5.4. Brokers.** No broker was involved in this transaction or is entitled to a commission or fee as a result of acting for Buyer in this transaction.

## **6. COVENANTS OF SELLER.**

In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the date hereof and the Closing Date:

**6.1. Notice of Change in Circumstances.** Seller shall promptly notify Buyer of any change in the physical condition of any portion of the Property of which Seller acquires actual knowledge after the Execution Date or of any other event or circumstance of which Seller acquires actual knowledge after the Execution Date that, (i) materially, adversely affects any material portion of the Property or the use or operation of any material portion of the Property, or (ii) makes any Seller's warranty materially untrue or misleading.

**6.2. Insurance.** Seller shall maintain its present policies of insurance in effect until the Closing Date.

**6.3. No Defaults.** Seller shall not default with respect to the performance of any material obligation relating to the Property.

**6.4. Exclusive Negotiations.** Seller shall (i) remove the Property from the market, and (ii) cease and refrain from any and all negotiations with any other prospective optionees or Buyers of the Property.

**6.5. Service Contracts.** Seller shall not enter into, extend, renew, or replace any existing service contracts without Buyer's prior written consent, unless the same shall be cancelable,

without penalty or premium, prior to the Closing Date, and Seller shall immediately notify Buyer of any such new, extended, renewed or replaced service contracts.

**6.6. Tenant Leases.** Seller shall not enter into any leases to the Property, or amend or renew any existing leases, without Buyer's prior written consent, which may be withheld by Buyer in its sole and absolute discretion.

**6.7. Litigation.** Seller shall not commence or allow to be commenced on its behalf any action, suit or proceeding with respect to any portion of the Property without Buyer's prior written consent.

## **7. CONDITIONS PRECEDENT TO CLOSING.**

**7.1. Buyer's Conditions.** The obligation of Buyer to render performance under this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by the parties at Closing) ("**Buyer's Conditions**"), which conditions may be waived, or the time for satisfaction thereof extended, by Buyer only in a writing executed by Buyer:

**7.1.1. Title.** Title Company shall be prepared and irrevocably committed to issue an ALTA extended coverage owner's policy of title insurance (2006 form) in favor of Buyer in an amount equal to the Purchase Price showing indefeasible fee simple title to the Property vested in Buyer, with an endorsement deleting any exclusion for creditor's rights and such other endorsements as may be reasonably requested by Buyer, subject only to the Permitted Exceptions (collectively, the "**Owner's Title Policy**").

**7.1.2. Seller's Warranties.** All of Seller's representations and warranties set forth in this Agreement shall be true and correct as of the Closing Date.

**7.1.3. Seller's Deliveries.** Seller shall have delivered all items to be delivered by Seller pursuant to Section 9 on or prior to the Closing Date.

**7.1.4. Condition of Property.** Subject to the provisions of Section 11.2 below, the condition of the Property shall be substantially the same on the Closing Date as on the Execution Date, except for reasonable wear and tear and any damages due to any act of Buyer or Buyer's representatives. It is agreed that the Improvements are, as of the Execution Date, in a damaged state, and no change in the Improvements prior to Closing shall be deemed a substantial change in the condition of the Improvements unless the change will substantially increase the cost to raze the Improvements or will expose Buyer to substantial liability that was not foreseeable as of the Execution Date.

**7.1.5. Bankruptcy.** No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien or levy shall have attached to or been issued with respect to any portion of the Property.

**7.2. Failure of Buyer's Conditions.** If any of Buyer's Conditions have not been fulfilled within the applicable time periods, Buyer may either waive such condition and proceed to the Closing pursuant to this Agreement, or terminate this Agreement, in which event, (i) the Deposit shall promptly be released to Buyer, (ii) the parties shall equally share the Cancellation Charges and (iii) neither party shall thereafter have any rights or obligations to the other hereunder. Notwithstanding the foregoing, if any Buyer's Condition is not satisfied due to a default on the part of Seller, then Buyer shall have the rights and remedies set forth in Section 12.2.

**7.3. Seller's Conditions.** The obligation of Seller to render performance under this Agreement is subject to the following conditions precedent (and conditions concurrent with respect to deliveries to be made by the parties at Closing) ("**Seller's Conditions**"), which conditions may be waived, or the time for satisfaction thereof extended, by Seller only in a writing executed by Seller:

**7.3.1. Buyer's Warranties.** All of the representations and warranties of Buyer set forth in Section 5 hereof shall be true and correct as of the Closing Date.

**7.3.2. Buyer's Due Performance.** Buyer shall have delivered all items and funds to be delivered by Buyer pursuant to Section 9, on or prior to the Closing Date.

**7.3.3. Regulatory Agreement.** Buyer shall have executed the Regulatory Agreement and deposited it into Escrow.

**7.4. Failure of Seller's Conditions.** If any of Seller's Conditions have not been fulfilled within the applicable time periods, Seller may terminate this Agreement by delivery of written notice thereof to Buyer. Upon such termination, (i) the Deposit shall be released to Seller except as provided in Section 7.2 or 12.2, (ii) the parties shall equally share the Cancellation Charges, and (iii) neither party shall thereafter have any rights or obligations to the other hereunder. Notwithstanding the foregoing, if any Seller Condition is not satisfied due to a default on the part of Buyer, then Seller shall have the rights and remedies set forth in Section 12.1.

## **8. CLOSING.**

**8.1. Closing Date.** Subject to the provisions of this Agreement, the Closing shall take place on [REDACTED], 2019, subject further to any extension to which parties hereto may agree. As used herein, the "**Closing**" shall mean the recordation of the Deed in the Official Records of Mono County, and the "**Closing Date**" shall mean the date upon which the Closing actually occurs.

**8.2. Closing Costs.** Each party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees), except the following costs (the "**Closing Costs**"), which shall be allocated between the parties as follows:

**8.2.1.** Seller shall pay, (i) one-half of all escrow and recording fees, (ii) transfer taxes related to the transfer of the Property, and (iii) title insurance premiums attributable to CLTA standard coverage.

**8.2.2.** Buyer shall pay, (i) one-half of all escrow and recording fees, and (ii) title insurance premiums for the Owner's Title Policy in excess of the cost of CLTA standard coverage.

## **9. CLOSING DELIVERIES.**

**9.1. Deliveries by Seller to Escrow.** In time sufficient to permit the Closing on the scheduled Closing Date (in no event later than one (1) Business Day in advance), Seller, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following documents and instruments, each effective as of the Closing Date and executed by Seller, in addition to the other items and payments required by this Agreement to be delivered by Seller:

**9.1.1. Deed.** The original executed and acknowledged Deed conveying the Property to Buyer or its nominee;

**9.1.2. Non-Foreign Affidavit.** an original Non-Foreign Affidavit in the form of **Exhibit D** attached hereto, executed by Seller;

**9.1.3. California FTB Form 593-C.** an original California FTB Form 593-C, executed by Seller;

**9.1.4. Seller's Certificate.** an original certificate, in the form of **Exhibit E** attached hereto (the "**Seller's Certificate**"), executed by Seller;

**9.1.5. Proof of Authority.** such proof of Seller's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller, as may be reasonably required by Title Company and

**9.2. Deliveries by Buyer.** In time sufficient to permit the Closing on the scheduled Closing Date (in no event later than one (1) Business Day in advance), Buyer, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following:

**9.2.1. Balance, Prorations & Closing Costs.** The balance of the Purchase Price and Buyer's share of prorations and Closing Costs;

**9.2.2. Regulatory Agreement.** The Regulatory Agreement executed and acknowledged by both parties.

**9.2.3. Other.** Such other documents and instruments, signed and properly acknowledged by Buyer, if appropriate, as may reasonably be required by the Title Company or otherwise in order to effectuate the provisions of this Agreement and the closing of the transactions contemplated herein.

**9.3. Deliveries Outside of Escrow.** Seller shall deliver possession of the Property to Buyer upon the Closing. Further, Seller hereby covenants and agrees, at its sole cost and expense, to

deliver or cause to be delivered to Buyer, on or prior to the Closing, the following items:

- 9.3.1. Property Documents.** To the extent not previously delivered to or copied by Buyer, copies of or, if in Seller's possession or control, the originals of all of the Property Documents in Seller's possession or control; and
- 9.3.2. Other.** Such other documents and instruments as may be reasonably required by Buyer or otherwise in order to effectuate the provisions of this Agreement and the Closing of the transactions contemplated herein.

**9.4. Closing Procedure.** When the Title Company has timely received all documents and funds identified in Sections 9.1 and 9.2, and has received written notification from Buyer and Seller that all conditions to Closing have been satisfied or waived; and the Title Company is irrevocably committed to issue the Title Policy as described in Section 7.1.2, then, and only then, the Title Company shall

- 9.4.1.** Record the Deed in the Official Records of Mono County, California;
- 9.4.2.** Record the Regulatory Agreement in the Official Records of Mono County, California.
- 9.4.3.** Issue the Owner's Title Policy to Buyer;
- 9.4.4.** Deliver to Buyer, (i) a conformed copy showing all recording information of the Deed; (ii) a fully executed original Non-Foreign Affidavit, California FTB Form 593-C, and Seller's Certificate; and (iii) Buyer's closing statement; and
- 9.4.5.** Deliver to Seller, (i) the Purchase Price (as adjusted for prorations and Seller's share of Closing Costs), and (ii) Buyer's closing statement.

**9.5. Real Estate Reporting Person.** Title Company is designated the "real estate reporting person" for purposes of section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4, and any instructions or settlement statement prepared by Title Company shall so provide. Upon the consummation of the transaction contemplated by this Agreement, the parties shall instruct Title Company to file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

## **10. PRORATIONS.**

The following shall be prorated between Buyer and Seller as of 12:01 a.m. on the Closing Date: real property taxes and assessments; water, gas, electricity, sewer and other utility charges; and all other items of income and expense relating to the Property. Buyer shall cause all utilities to be transferred into Buyer's name and account at the time of the Closing Date. Buyer shall obtain its own insurance with respect to the Property, and shall not be responsible for any insurance premiums in connection with Seller's insurance. If any of the aforesaid prorations and credits cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing Date, and either party owing the other party a sum of

money based on such subsequent proration or credit shall promptly pay such sum to the other party.

## **11. RISK OF LOSS.**

**11.1. Condemnation.** In the event that prior to the Closing Date, the Property, or any part thereof, is subject to a taking by the public authority, then Buyer shall have the right, exercisable by giving notice to Seller within one (1) day after receiving written notice of such taking either, (a) to terminate this Agreement, in which case, (i) neither party shall have any further rights or obligations hereunder, (ii) the Deposit shall be released to the Buyer, and (iii) the parties shall equally share the Cancellation Charges, or (b) to accept the Property in its then condition and proceed to close this transaction, and to receive an assignment of Seller's rights to any condemnation awards payable by reason of such taking (not to exceed the cost of the Deposit and any expenses incurred by Buyer relating to this Agreement following the Execution Date). If Buyer elects to proceed under clause (b) above, Seller shall not compromise, settle or adjust any claims to such awards without Buyer's prior written consent, which consent shall not unreasonably be withheld or delayed. Seller agrees to give Buyer prompt notice of any taking of the Property promptly after Seller receives notice of the same.

**11.2. Casualty.** If, prior to the Closing Date, any portion of the Property is damaged or destroyed, Seller shall immediately notify Buyer of such fact. If the cost to repair such damage or destruction is reasonably estimated to be more than \$1,000, Buyer shall have the option to terminate this Agreement by delivering written notice to Seller not later than one (1) day after Buyer's receipt of Seller's notice regarding such damage or destruction. Upon such termination, (i) the Deposit shall be released to Buyer, (ii) the parties shall equally share the Cancellation Charges, and (iii) neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement. If Buyer does not elect to terminate this Agreement within the time period set forth above, (i) the parties shall proceed to Closing pursuant to the terms hereof without modification of the terms of this Agreement and without any reduction in the Purchase Price (unless otherwise agreed in writing by Seller and Buyer), (ii) Seller shall assign to Buyer, and Buyer shall be entitled to receive and keep, all insurance proceed payable in connection with the casualty, and (iii) Buyer shall receive a credit against the Purchase Price equal to the amount of any applicable insurance deductible or uninsured loss (but not to exceed \$1,000). If Buyer does not elect to terminate this Agreement pursuant to this Section 11.2, Buyer shall have the right to participate in any adjustment of the insurance claim, and Seller shall not compromise, settle or adjust any such claim without Buyer's prior written consent (which consent shall not be unreasonably withheld or delayed).

## **12. DEFAULT.**

**12.1. DEFAULT BY BUYER.** IN THE EVENT THAT THE ESCROW AND THIS TRANSACTION FAIL TO CLOSE SOLELY AS A RESULT OF THE DEFAULT OF BUYER IN THE PERFORMANCE OF ITS OBLIGATION TO PURCHASE THE PROPERTY UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX AND THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE



ESTIMATE OF SUCH DAMAGES. THE PARTIES THEREFORE AGREE THAT IN THE EVENT THAT ESCROW AND THIS TRANSACTION FAIL TO CLOSE SOLELY AS A RESULT OF THE DEFAULT OF BUYER IN THE PERFORMANCE OF ITS OBLIGATION TO PURCHASE THE PROPERTY HEREUNDER AND SELLER IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, SELLER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, IS ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT THEN HELD BY THE TITLE COMPANY. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 12.1, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Buyer's Initials

**12.2. Default By Seller.** In the event the Closing and the transactions contemplated hereby do not occur as herein provided by reason of any default by Seller, Buyer, as Buyer's sole and exclusive remedy, may elect by written notice to Seller, either of the following: (a) to terminate this Agreement, in which event (i) the Title Company shall return the Deposit to Buyer, (ii) Seller shall pay the Cancellation Charges, (iii) Seller shall reimburse Buyer for all of the out-of-pocket costs and expenses incurred by Buyer in connection with Buyer's investigation of the Property and Buyer's intended use thereof, Buyer's Entitlement Activities, or the transaction contemplated by this Agreement, and (iv) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement; or (b) to notify Seller that Buyer intends to seek specific performance of this Agreement; provided, however, if Buyer elects to seek specific performance of this Agreement and specific performance is unavailable to Buyer solely as the result of Seller having sold the Property to a third party, Buyer shall be entitled to avail itself of the remedy set forth in subclause (a) above and to receive the amount by which the actual purchase price for the sale of the Property to such third party exceeds the Purchase Price. Notwithstanding the foregoing, nothing contained herein will limit Buyer's remedies at law, in equity or as herein provided in the event of a breach by Seller of any obligation hereunder that expressly survives the termination of this Agreement.

### **13. BROKERS.**

**13.1. Seller.** Seller hereby represents, warrants, and covenants to Buyer that Seller has not dealt with any third party in a manner that would obligate Buyer to pay any brokerage commission, finder's fee, or other compensation due or payable with respect to the transaction contemplated hereby. Seller hereby indemnifies and agrees to protect, defend and hold Buyer harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees, charges and disbursements) incurred by Buyer by reason of any breach or

inaccuracy of the representation, warranty and agreement of Seller contained in this Section 13.1. The provisions of this Section 13.1 shall survive the Closing or earlier termination of this Agreement.

**13.2. Buyer.** Buyer hereby represents, warrants, and covenants to Seller that Buyer has not dealt with any third party in a manner that would obligate Seller to pay any brokerage commission, finder's fee or other compensation due or payable with respect to the transaction contemplated hereby. Buyer hereby indemnifies and agrees to protect, defend and hold Seller harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees, charges and disbursements) incurred by Seller by reason of any breach or inaccuracy of the representation, warranty and agreement of Buyer contained in this Section 13.2. The provisions of this Section 13.2 shall survive the Closing or earlier termination of this Agreement.

#### **14. CONFIDENTIALITY.**

**14.1. Buyer.** Buyer agrees that until the Closing, except as otherwise provided herein or required by law, and except for the exercise by Buyer of any remedy hereunder, Buyer shall (i) keep confidential the pendency of this transaction, the terms and conditions contained in this Agreement, and the documents and information supplied by Seller to Buyer; (ii) disclose such information only to Buyer's agents, employees, contractors, consultants or attorneys, as well as to title company personnel, and lenders, investment bankers, venture capital groups, and investors (if any), with a need to know such information in connection with Buyer's review and consideration of the Property, provided that Buyer shall inform all such persons receiving such information from Buyer of the confidentiality requirement and (to the extent within Buyer's control) cause such confidence to be maintained; and (iii) upon the termination of this Agreement prior to the Closing, either destroy or return to Seller promptly upon request all copies of documents and materials supplied by Seller. Disclosure of information by Buyer shall not be prohibited if that disclosure is of information that is or becomes a matter of public record or public knowledge as a result of the Closing of this transaction or from sources other than Buyer or its agents, employees, contractors, consultants or attorneys.

**14.2. Seller.** Seller agrees that both prior to and after the Closing, except as otherwise provided herein or required by law (including the Brown Act and Public Records Act), and except for the exercise by Seller of any remedy hereunder, Seller shall, (i) keep confidential the pendency of this transaction and the terms and conditions contained in this Agreement; and (ii) disclose such information only to Seller's agents, employees, contractors, consultants or attorneys, as well as title company personnel, with a need to know such information in connection with consummating this transaction, provided that Seller shall inform all such persons receiving such information from Seller of the confidentiality requirement and (to the extent within Seller's control) cause such confidence to be maintained. Disclosure of information by Seller shall not be prohibited if that disclosure is of information that is or becomes a matter of public record or public knowledge as a result of the Closing of this transaction or from sources other than Seller or its agents, employees, contractors, consultants or attorneys.

**15. MISCELLANEOUS PROVISIONS**

**15.1. Governing Law.** This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

**15.2. Entire Agreement.** This Agreement, including the exhibits and schedules attached hereto, constitutes the entire agreement between Buyer and Seller pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto or in connection herewith.

**15.3. Modifications; Waiver.** No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**15.4. Notices.** All notices, consents, requests, reports, demands or other communications hereunder (collectively, "**Notices**") shall be in writing and may be given personally, by reputable overnight delivery service, or by electronic mail, to each of the parties at the following addresses:

To Buyer: Silver State Investors, LLC  
P.O. Box 11224  
Zephyr Cove, NV 89448

With A Copy To:   
Feldman Thiel LLP  
P.O. Box 1309  
Zephyr Cove, NV 89448

To Seller: Mono County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517

With Copies To: Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

Email: [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

Heather Gould  
Goldfarb & Lipman LLP  
1300 Clay Street, 11th Floor  
Oakland, CA 94612

Email: hgould@goldfarbblipman.com

or to such other address or such other person as the addressee party shall have last designated by written notice to the other party. A copy of any Notice sent by electronic mail also must be personally delivered or sent by reputable overnight courier service (in accordance with this Section) within 48 hours of the transmission of such Notice, provided that failure to do so will not invalidate any Notice actually received by the party to whom the electronic mail was addressed as demonstrated by a reply email (not including an automatic reply). Notices given by electronic mail shall be deemed to be delivered upon the earlier of confirmation of receipt or one day following deposit with an overnight courier service; and all other Notices shall have been deemed to have been delivered on the date of delivery or refusal. All copies of Notices (*i.e.*, those provided to any person or entity other than Seller or Buyer) shall be given as a courtesy only, and the failure or inability to deliver any courtesy copy of any Notice will not invalidate the Notice.

**15.5. Severability.** Except as necessary to effectuate the parties' intent, any provision or part of this Agreement which is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

**15.6. Successors and Assigns; Third Parties.** Subject to Section 15.10, all of the rights, duties, benefits, liabilities and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

**15.7. Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

**15.8. Headings.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof.

**15.9. Time of The Essence.** Time shall be of the essence with respect to all matters contemplated by this Agreement.

**15.10. Assignment.** This Agreement is personal to the parties and shall not be assigned by either party without the consent of the other party hereto.

**15.11. Further Assurances.** In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby.

**15.12. Joint and Several Liability.** The obligations of each person or entity executing this Agreement as Seller shall be joint and several.

**15.13. Number and Gender.** Whenever the singular number is used, and when required by the context, the same includes the plural and vice versa, and the masculine gender includes the feminine and neuter genders and vice versa.

**15.14. Construction.** This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

**15.15. Exhibits.** All exhibits attached hereto are hereby incorporated by reference as though set out in full herein.

**15.16. Attorneys' Fees.** If any action is brought by either party against the other party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. The provisions of this Section shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

**15.17. Business Days.** As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday or legal holiday. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday, the date for performance thereof shall be extended to the next Business Day. For purposes of this Section, a legal holiday includes any holiday on which the office of the Mono County Clerk-Recorder is scheduled to be closed for at least half of the regular business day.

[Signatures to Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates set forth next to their respective signatures.

**SELLER:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BUYER:**

Silver State Investors, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Acceptance by Title Company**

\_\_\_\_\_ Title Company acknowledges receipt of the foregoing Agreement and accepts the instructions contained herein.

\_\_\_\_\_ TITLE COMPANY

By \_\_\_\_\_  
Name and Title \_\_\_\_\_

**Date of Execution by Title Company:** \_\_\_\_\_, 2019

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 11 OF ADDITION NO. 3, TIMBER RIDGE ESTATES SUBDIVISION, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF AN ALLEY, ADJACENT ON THE SOUTH ABANDONED BY MONO COUNTY RESOLUTION 20-71, DATED APRIL 20, 1971, A CERTIFIED COPY RECORDED JUNE 2, 1971 IN BOOK 123 PAGE 423, AND SEPTEMBER 30, 1973 IN BOOK 128 PAGE 150, THAT WOULD PASS BY A CONVEYANCE OF SAID LOT 11.

APN 031-041-020-000

**EXHIBIT B**  
**REGULATORY AGREEMENT**



**EXHIBIT C**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MAIL TAX STATEMENTS TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**GRANT DEED**

The undersigned grantor declares:  
Documentary transfer tax is \$ \_\_\_\_\_

The County of Mono, a political subdivision of the State of California ("**Grantor**"), **FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, hereby **GRANTS** to \_\_\_\_\_, a \_\_\_\_\_, that certain real property located in the Town of Mammoth Lakes, County of Mono, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"), together with (i) all improvements located thereon, (ii) all rights, privileges, easements and appurtenances appertaining to the Property, and (iii) all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements.

**IN WITNESS WHEREOF**, Grantor has caused its duly authorized representatives to execute this instrument as of \_\_\_\_\_, 2019.

**GRANTOR:** County of Mono,  
a political subdivision of the State of California

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

Assessor's Parcel Number: 031-041-020-000

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Legal Description of the Property**

LOT 11 OF ADDITION NO. 3, TIMBER RIDGE ESTATES SUBDIVISION, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF AN ALLEY, ADJACENT ON THE SOUTH ABANDONED BY MONO COUNTY RESOLUTION 20-71, DATED APRIL 20, 1971, A CERTIFIED COPY RECORDED JUNE 2, 1971 IN BOOK 123 PAGE 423, AND SEPTEMBER 30, 1973 IN BOOK 128 PAGE 150, THAT WOULD PASS BY A CONVEYANCE OF SAID LOT 11.

APN 031-041-020-000

**EXHIBIT D**

**NON-FOREIGN AFFIDAVIT**

1. Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity.
  
2. In order to inform \_\_\_\_\_ and its nominees, designees and assigns (collectively, "**Transferee**"), that withholding of tax is not required upon the disposition by the County of Mono, a political subdivision of the State of California ("**Transferor**"), of the United States real property more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**"), the undersigned Transferor certifies and declares by means of this certification, the following:
  - a. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as such terms are defined in the Code and the Income Tax Regulations).
  
  - b. Transferor is not a disregarded entity (as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations).
  
  - c. Transferor's federal taxpayer identification number is: \_\_\_\_\_.
  
  - d. Transferor's address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this certification may be punished by fine, imprisonment or both.

Under penalties of perjury, the undersigned declares that he/she has examined this certification and to the best of his/her knowledge and belief it is true, correct, and complete, and he/she further declares that he/she has authority to sign this certification on behalf of Transferor.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_.

**TRANSFEROR:**

\_\_\_\_\_,  
a \_\_\_\_\_

:

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

**EXHIBIT A**

**Legal Description**

LOT 11 OF ADDITION NO. 3, TIMBER RIDGE ESTATES SUBDIVISION, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF AN ALLEY, ADJACENT ON THE SOUTH ABANDONED BY MONO COUNTY RESOLUTION 20-71, DATED APRIL 20, 1971, A CERTIFIED COPY RECORDED JUNE 2, 1971 IN BOOK 123 PAGE 423, AND SEPTEMBER 30, 1973 IN BOOK 128 PAGE 150, THAT WOULD PASS BY A CONVEYANCE OF SAID LOT 11.

APN 031-041-020-000

**EXHIBIT E**

**SELLER'S CERTIFICATE**

The undersigned hereby certifies to \_\_\_\_\_ ("**Buyer**") that, as of the date hereof:

1. all of the representations, covenants and warranties of the County of Mono, a political subdivision of the State of California ("**Seller**"), made in or pursuant to that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2019 (the "**Agreement**"), between Seller and Buyer, are true, accurate, correct and complete; and
2. all conditions to the "**Closing**" (as such term is defined in the Agreement) that Seller was to satisfy or perform have been satisfied and performed.

Dated: \_\_\_\_\_, 2019

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 8, 2019

**Departments: Social Services, County Counsel**

**TIME REQUIRED**    15 Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Kathy Peterson, Director of Social  
Services

**SUBJECT**            Proposed sale of 40 Willow Ave.,  
Birch Creek No. 5, June Lake, CA for  
use as transitional housing

**AGENDA DESCRIPTION:**

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

Proposed sale of condominium located at 40 Willow Ave., Birch Creek No. 5, June Lake, CA, to Inyo Mono Advocates for Community Action ("IMACA"), with deed restrictions mandating use of property for transitional housing purposes.

**RECOMMENDED ACTION:**

Adopt proposed resolution R19- \_\_, Approving sale of 40 Willow Avenue, Unit No.5, June Lake (APN 016-195-005-000) pursuant to Government Code Section 26227, authorizing the County Administrative Officer to execute a purchase and sale agreement and regulatory agreement with Inyo Mono Advocates for Community Action, Inc., and finding that sale is exempt from review under the California Environmental Quality Act pursuant to Sections 15061 and 15301 of CEQA Guidelines.

**FISCAL IMPACT:**

Sale proceeds of \$155,000 (less closing costs) plus \$5,000 to be set aside to pay for ongoing monitoring responsibilities.

**CONTACT NAME:** Kathy Peterson; Anne Larsen

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Chart- Terms of Sale - Birch Creek Condo</a>
<input type="checkbox"/> <a href="#">Purchase and Sale Agreement - Birch Creek Condo</a>
<input type="checkbox"/> <a href="#">Deed of Trust - Birch Creek Condo</a>
<input type="checkbox"/> <a href="#">Promissory Note - Birch Creek Condo</a>
<input type="checkbox"/> <a href="#">Regulatory Agreement - Birch Creek Condo</a>



[Resale Restrictions - Birch Creek Condo](#)

[Resolution](#)

---

### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/4/2019 3:32 PM	County Administrative Office	Yes
10/3/2019 1:44 PM	County Counsel	Yes
10/3/2019 6:46 AM	Finance	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christian E. Milovich

**Deputies**  
Anne M. Larsen  
Jason Canger

**OFFICE OF THE  
COUNTY COUNSEL**

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

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Jenny Lucas

To: Mono County Board of Supervisors  
From: Kathy Peterson, Social Services Director  
Anne Larsen, Deputy County Counsel  
Date: October 8, 2019  
Re: Transitional Housing Project Proposal

**Strategic Plan Alignment:**

Enhance quality of life for County residents by addressing the housing crisis through homelessness prevention.

**Recommended Action:**

Adopt Resolution R19-\_\_ approving the sale of a condominium at 40 Willow Avenue, Unit No. 5, June Lake (APN 016-195-005-000), pursuant to Government Code Section 26227, authorizing the County Administrative Officer to execute a Purchase and Sale Agreement and Regulatory Agreement with Inyo Mono Advocates for Community Action, Inc., and finding that the sale is exempt from review under the California Environmental Quality Act pursuant to Sections 15061 and 15301 of the California Environmental Quality Act Guidelines.

**Fiscal Impact:**

IMACA will purchase the condominium for \$155,000, plus a \$5,000 up front fee in lieu of ongoing annual monitoring fees to monitor compliance with the deed restrictions requiring use of the property for transitional housing purposes. Thus, the County would effectively yield \$155,000 less closing costs from the proposed sale.

**Discussion:**

**Transitional Housing**

Transitional housing is designed to provide individuals and families that are homeless or at imminent risk of homelessness with the interim stability and support to successfully obtain and maintain permanent housing. Supportive transitional housing is short-term, typically less than 24 months.

Transitional housing is not the same as an emergency homeless shelter. Rather, it serves as an intermediate step between emergency crisis shelter and permanent housing. It is more service-intensive and private than emergency shelters yet remains time-limited. It is meant to provide a safe, supportive environment where residents can begin to address the issues that led to homelessness or kept them homeless. As envisioned, the condominium may be occupied as affordable housing if there is no qualified transitional housing occupant. Transitional Housing is a permitted use in the Land Use Designation in which the dwelling is located, meaning no planning permits are required.

### **Proposed Sale of Birch Creek Condo to IMACA for Transitional Housing Purposes**

The County acquired the Birch Creek Condo through a housing mitigation requirement for the June Lake Highlands Specific Plan and Tentative Tract Map. However, the County has encountered difficulty managing and renting the unit. As a result, the unit has remained empty since October 2017. The Birch Creek Condo should remain a community housing resource in perpetuity. Transitional housing meets a community housing need and therefore is an appropriate use. Transitional housing is a Permitted Use in the Land Use Designation in which the condo is located.

The Eastern Sierra Continuum of Care (CoC) is a coalition of service providers in Alpine, Inyo, and Mono Counties established in 2014 to seek funding and implement strategies to assist people experiencing homelessness. IMACA is the collaborative applicant and administrative entity for the CoC and may contract with other agencies (such as the County of Mono) and organizations within the service area for services and projects which help meet the communities' needs.

The CoC identified the Birch Creek Condo as a potential site for transitional housing and, at the Board's direction, the County pursued a deed-restricted sale of the Birch Creek Unit to IMACA for transitional housing.

As proposed, the Birch Creek condominium will be managed by IMACA, but placement will be through the CoC's Coordinated Entry System (CES). CES is the process used by other CoC service providers to assess a person's needs and refer them to an appropriate housing program for success. A comprehensive assessment will be conducted and a plan prepared for permanent housing for each occupant. Supportive services may include housing placement, employment training, social security enrollment assistance, counseling, and other services.

The Birch Creek Condo will not be the right fit for everyone in the CES -- location and access to services will be considered. Oversight will include frequent contact and monitoring. Residents will be required to sign a Transitional Housing Agreement. IMACA has operated two Transitional Housing units in Bishop for the last six months and successfully placed three families in permanent housing.

IMACA conducted one-on-one outreach with residents of the Birch Creek Condominiums regarding the potential use of the Birch Creek Unit No. 5 for transitional housing purposes, and presented the transitional housing project to the June Lake Citizens Advisory Committee on September 4, 2019. IMACA sent letters describing the proposed project with an invitation to a community meeting by postal service to 323 property owners within a 1000-foot radius of condominium project and to all PO Boxes in June Lake. The letter was also posted on four bulletin boards in the community. IMACA and county staff held a community outreach meeting at the June Lake Community Center on September 10, 2019. All comments received on the proposal were forwarded to the Board of Supervisors for their review and consideration. Many community concerns were raised and heard, and IMACA will be sensitive to these particular issues which will ultimately contribute to better oversight and management of the unit and the program.

The attached chart details the terms and conditions of the proposed sale transaction. Mono County will monitor to ensure compliance with terms of the sales agreement.

If you have any questions on this matter prior to your meeting, please call Kathy Peterson at 924-1763 or Anne Larsen at 924-1707.

**Proposed Terms of Sale  
Birch Creek Condos, 40 Willow Avenue, Unit #5**

<b>Term</b>	<b>Conditions</b>
<b>Seller</b>	County of Mono, a political subdivision of the State of California (County)
<b>Buyer</b>	Inyo Mono Advocates for Community Action, Inc., a California nonprofit public benefits corporation (IMACA)
<b>Legal Authority and CEQA Exemption</b>	See Government Code Section 26227 and CEQA Guidelines Section 15301.
<b>Price</b>	\$155,000 (Purchase Price) plus \$5,000 paid up front for ongoing monitoring
<b>Closing Costs</b>	<ul style="list-style-type: none"> <li>• Neither party will incur broker fees payable from the sale price or otherwise that could become the obligation of the other party</li> <li>• The parties will split escrow fees equally</li> <li>• The County will pay the title insurance premium and any transfer taxes (which there should be none)</li> </ul>
<b>Escrow Period</b>	30 days from signing of purchase and sale agreement
<b>Due Diligence</b>	As-is purchase, and buyer is responsible for all due diligence within a 15 day contingency period to inspect the property and conditions of zoning and title. The sale would also be contingent on the state's approval of IMACA's use of HEAP funds to purchase the property.
<b>Miscellaneous</b>	Buyer agrees and understands that the future sales price of the property is subject to market conditions.
<b>Regulatory Agreement</b>	
<i>Term</i>	55 years, running with the land
<i>Purpose</i>	Subject to reasonably brief periods between occupants, IMACA will ensure at all times that the property is used to provide transitional housing for persons and households meeting the definition of "homeless" currently stated in 24 C.F.R. § 578.3 (including those with no usual place of nighttime residence, individuals at imminent risk of losing housing, unaccompanied youth under the age of 25, and those fleeing domestic violence). If, at any time, the property is not needed for homeless persons or households, IMACA may lease the property on a month-to-month basis to a household earning no more than 60 percent of Area Median Income, adjusted for household size; provided that IMACA will endeavor in good faith to provide supportive services to the low income household necessary to find permanent housing as soon as reasonably possible.
<i>Maintenance Obligation</i>	IMACA will maintain the property in good condition, in accordance with all applicable laws.
<i>Insurance</i>	IMACA will at all times maintain a suitable policy of condo insurance to insure IMACA's interest in the unit against all casualty risks.
<i>Transfers</i>	<ul style="list-style-type: none"> <li>• IMACA may transfer the property only to another nonprofit to continue to be operated according to the terms and conditions of the regulatory agreement, or to a household earning less than 120 percent of Area Median Income, adjusted for household size. If to an income restricted household, the maximum sales price for the home will be determined at a cost affordable to a moderate income household pursuant to Health &amp; Safety Code § 50052.5.</li> <li>• Any transfer will be subject to the approval of the Board of Supervisors. As a condition of sale, the property would need to be in a saleable condition.</li> <li>• If to a nonprofit, the Board may disapprove the sale if it determines, in its</li> </ul>

	<p>reasonable discretion, that the proposed buyer lacks the demonstrated ability to operate the property according to the terms of the regulatory agreement. If to an income qualified household, the Board will approve the sale if the proposed buyer is income qualified, unless the Board reasonably determines that the property is needed for transitional housing, and that suitable buyers are ready and willing to acquire it to operate for that purpose.</p> <ul style="list-style-type: none"> <li>• A nonprofit buyer will be required to execute for recordation, and acquire the property subject to, a regulatory agreement that will supersede IMACA's regulatory agreement. The new regulatory agreement will be in substantially the same form as IMACA's agreement, and will run for a term agreed to by the Board of Supervisors, which will not be less than the remaining term of IMACA's regulatory agreement or more than 55 years.</li> <li>• An income qualified household will be required to execute for recordation a resale restriction that will supersede IMACA's regulatory agreement. The form of the restriction would be attached to IMACA's regulatory agreement as an exhibit, together with a form of promissory note and deed of trust securing the buyer's obligations under the resale restriction. The resale restriction would run with the land for period of not less than the remaining term on IMACA's regulatory agreement or more than 55 years, as determined by the Board. Any subsequent buyer during the term would be required meet the same income qualification guidelines, and would be required to execute for recordation a subsequent, superseding resale restriction in substantially the same form as the seller's restriction.</li> <li>• If the Board approves the sale, and if the sale price exceeds the Purchase Price, the County will be entitled to an equity share, as described below. At the time of sale to IMACA, IMACA would execute a note secured by deed of trust promising the equity share to the County.</li> <li>• In the alternative either to approving or disapproving the sale, the County would have a right of first refusal and option to acquire the property from IMACA at the Purchase Price plus the IMACA Improvement Value, less the reasonable cost of any deferred maintenance if the property is not in a saleable condition at the time the County exercises its option. "IMACA Improvement Value" means the amount by which improvements constructed by IMACA, or any renovation of the property by IMACA, increases the market value of the property. The IMACA Improvement Value would be determined by an appraisal or by mutual agreement of IMACA and the County.</li> </ul>
<i>Equity Share</i>	<p>The equity share described above would be calculated as follows: (sale price to IMACA's buyer - (Purchase Price + IMACA Improvement Value)) x ((<math>\\$190,000 - \text{Purchase Price}</math>)/(<math>\\$190,000 + \text{IMACA Improvement Value}</math>)).</p> <p>Example: Assume the property sells for \$300,000, and that the IMACA Improvement Value is \$15,000. The equity share would be <math>(\\$300,000 - (\\$190,000 + \\$15,000)) \times ((\\$190,000 - \\$155,000) / (\\$190,000 + \\$15,000))</math>, or \$22,195. The County would agree to use this money to fund affordable housing programs.</p>
<i>Enforcement</i>	<p>The regulatory agreement would give the County an option to repurchase the property at the purchase price if, at any time, IMACA is in default under the regulatory agreement on 60 days' notice and opportunity to cure, or if the property is transferred without the County's approval. The deed of trust securing the equity share would also secure IMACA's performance under the regulatory agreement so</p>

	that if IMACA refused to resell the property on the County's exercise of its option rights, the County could foreclose on the property.
--	---

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**BY AND BETWEEN**

**County of Mono,  
a political subdivision of the State of California  
"Seller"**

**AND**

**Inyo Mono Advocates for Community Action, Inc.  
a California nonprofit public benefit corporation  
"Buyer"**

\_\_\_\_\_, 2019



## TABLE OF CONTENTS

	<u>Page</u>
1. AGREEMENT TO PURCHASE AND SELL .....	1
2. ACQUISITION COST.....	1
2.1. Deposit.....	1
2.2. Balance.....	2
2.3. Additional Consideration.....	2
2.4. Independent Contract Consideration.....	2
3. DUE DILIGENCE .....	2
3.1. Property Documents.....	2
3.2. Investigations.....	2
3.3. Contingency Period.....	2
3.4. Insurance.....	3
3.5. Indemnity and Repair.....	3
3.6. Seller’s Disclaimer and Buyer’s Release.....	4
3.7. Title.....	5
4. SELLER'S REPRESENTATIONS AND WARRANTIES .....	6
4.1. Representations and Warranties.....	6
4.2. Survival and Restatement.....	7
5. BUYER'S REPRESENTATIONS AND WARRANTIES.....	8
5.1. No Conflicts.....	8
5.2. Due Organization; Consents.....	8
5.3. Buyer's Authority; Validity of Agreements.....	8
5.4. Brokers.....	8
6. COVENANTS OF SELLER.....	8
6.1. Notice of Change in Circumstances.....	8
6.2. Insurance.....	9
6.3. No Defaults.....	9
6.4. Exclusive Negotiations.....	9
6.5. Service Contracts.....	9
6.6. Tenant Leases.....	9
6.7. Litigation.....	9
7. CONDITIONS PRECEDENT TO CLOSING.....	9
7.1. Buyer's Conditions.....	9
7.2. Failure of Buyer’s Conditions.....	10

## TABLE OF CONTENTS

	<u>Page</u>
7.3. Seller's Conditions.....	10
7.4. Failure of Seller's Conditions.....	10
8. CLOSING.....	10
8.1. Closing Date.....	10
8.2. Closing Costs.....	11
9. CLOSING DELIVERIES.....	11
9.1. Deliveries by Seller to Escrow.....	11
9.2. Deliveries by Buyer.....	11
9.3. Deliveries Outside of Escrow.....	12
9.4. Closing Procedure.....	12
9.5. Real Estate Reporting Person.....	12
10. PRORATIONS.....	13
11. RISK OF LOSS.....	13
11.1. Condemnation.....	13
11.2. Casualty.....	13
12. DEFAULT.....	14
12.1. Default by Buyer.....	14
12.2. Default By Seller.....	14
12.3. Breach of Obligations Surviving Termination.....	15
13. BROKERS.....	15
13.1. Seller.....	15
13.2. Buyer.....	15
14. CONFIDENTIALITY.....	15
14.1. Buyer.....	<b>Error! Bookmark not defined.</b>
14.2. Seller.....	<b>Error! Bookmark not defined.</b>
15. MISCELLANEOUS PROVISIONS.....	15
15.1. Governing Law.....	15
15.2. Entire Agreement.....	15
15.3. Modifications; Waiver.....	16
15.4. Notices.....	16
15.5. Severability.....	17

TABLE OF CONTENTS

	<u>Page</u>
15.6. Successors and Assigns; Third Parties.....	17
15.7. Counterparts.....	17
15.8. Headings. ....	17
15.9. Time of The Essence.....	17
15.10. Assignment. ....	17
15.11. Further Assurances.....	17
15.12. Joint and Several Liability. ....	17
15.13. Number and Gender.....	17
15.14. Construction.....	17
15.15. Exhibits. ....	17
15.16. Attorneys' Fees.....	18
15.17. Business Days. ....	18
15.18. Buyer's Acknowledgement. ....	18

Exhibits

Exhibit A:	Legal Description
Exhibit B:	Regulatory Agreement and Declaration of Restrictive Covenants with Option and Right of First Refusal
Exhibit C:	Grant Deed
Exhibit D:	Non-Foreign Affidavit
Exhibit E:	Seller's Certificate

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (this "**Agreement**") is made and entered into as of \_\_\_\_\_, 20\_\_\_, (which date is for purposes of reference only), by and between the County of Mono, a political subdivision of the State of California ("**Seller**"), and Inyo Mono Advocates for Community Action, Inc., a California nonprofit public benefit corporation ("**Buyer**"), for the purposes of setting forth the agreement of the parties with respect to the transaction contemplated by this Agreement.

**RECITALS**

A. Seller is the owner of certain real property (the "**Property**") located at 40 Willow Avenue, Unit No. 5, June Lake, California (APN 016-195-005-000), as more particularly described on **Exhibit A** hereto.

B. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell and Buyer desires to purchase the Property for purposes of transitional housing:

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

**1. AGREEMENT TO PURCHASE AND SELL.**

Subject to all of the terms and conditions of this Agreement, Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to acquire and purchase from Seller, the Property upon the terms and conditions set forth herein.

**2. ACQUISITION COST.**

The acquisition cost for the Property (the "**Acquisition Cost**") shall be the sum of One Hundred Sixty Thousand and no/100 Dollars (\$160,000.00). Of this amount, One Hundred Fifty-Five Thousand and no/100 Dollars (\$155,000.00) has been negotiated as the purchase price of the Property, and Five Thousand and no/100 Dollars (\$5,000.00) has been negotiated as a fully-paid, up-front monitoring fee, in lieu of an ongoing monitoring fee, to reimburse Seller's ongoing costs in monitoring Buyer's performance under that certain Regulatory Agreement and Declaration of Restrictive Covenants with Option and Right of First Refusal to be executed between Buyer and Seller, the form of which is attached hereto as **Exhibit B** (the "**Regulatory Agreement**").

**2.1. Deposit.** Not later than the date that is five (5) "**Business Days**" (as defined in Section 15.17) after the date upon which Buyer and Seller have both executed and delivered this Agreement as indicated by the dates set forth below their signatures (the "**Execution Date**"), Buyer shall open an escrow ("**Escrow**") with Inyo-Mono Title Company at Mammoth Lakes,

California ("Title Company"). Buyer shall deposit into Escrow the sum of Ten Thousand and no/100 dollars (\$10,000.00) (which amount, together with any and all interest and dividends earned thereon, shall hereinafter be referred to as the "**Deposit**"). Title Company shall hold the Deposit in a non-commingled trust account and shall invest the Deposit in insured money market accounts, certificates of deposit, United States Treasury Bills or such other instruments as Buyer may instruct from time to time. In the event of the consummation of the purchase and sale of the Property as contemplated hereunder, the Deposit shall be paid to Seller at the "**Closing**" (as defined in Section 8.1) and credited against the Acquisition Cost.

**2.2. Balance.** On the "**Closing Date**" (as defined in Section 8.1), Buyer shall pay to Seller any balance of the Acquisition Cost over and above the Deposit paid by Buyer under Section 2.1 above in cash or by wire transfer of federal funds to Title Company, net of all prorations and adjustments as provided herein.

**2.3. Additional Consideration.** The parties mutually agree that the Acquisition Cost is less than the fair market value of the Property unencumbered. As additional and material consideration for this transaction, the parties have negotiated the Regulatory Agreement, to be executed and deposited into Escrow prior to Closing, and Buyer shall comply with the Regulatory Agreement for the term thereof. This Section shall survive the Closing so as not to merge with the Deed.

**2.4. Independent Contract Consideration.** A portion of the Deposit equal to One Hundred Dollars and No/100 (\$100.00) (the "**Independent Contract Consideration**") has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Independent Contract Consideration is nonrefundable in all events.

### **3. DUE DILIGENCE**

**3.1. Property Documents.** Within ten (10) days after the Execution Date, Seller shall deliver to Buyer, at Seller's sole cost and expense, for review and copying by Buyer any contracts, agreements, documents, financial reports, building plans, survey and other third party inspection reports books and records and other materials pertinent to the Property in Seller's possession or control (collectively, the "**Property Documents**"), excluding any document that is subject to the attorney-client privilege or otherwise confidential pursuant to applicable law.

**3.2. Investigations.** At all reasonable times from the Execution Date until the Closing or earlier termination of this Agreement and upon reasonable notice to Seller, Buyer and its agents, employees, representatives, and independent contractors shall be entitled, at Buyer's sole cost and expense, to (i) enter onto the Property during normal business hours to perform any inspections, investigations, studies and tests of the Property that Buyer reasonably deems appropriate; (ii) review, examine and copy any Property Documents; and (iii) interview the persons responsible for the management of the Property.

#### **3.3. Contingency Period.**

**3.3.1.** Buyer, in Buyer's sole and absolute discretion, shall approve or disapprove the Property, including the condition of the Property and the feasibility of Buyer's

intended development of the Property, during the period beginning on the Execution Date and ending at 5:00 p.m. (California time) on the date that is fifteen (15) days after the Execution Date (such period, the "**Contingency Period**"). On or before expiration of the Contingency Period, Buyer shall deliver written notice to Seller either approving or disapproving the Property. If Seller fails to deliver the Property Documents within ten (10) days after the Execution Date, the Contingency Period shall be extended by one (1) day for each day after such 10-day period until Seller has delivered to Buyer all of the Property Documents. Buyer's failure to deliver such notice shall be deemed disapproval. If Buyer disapproves (or is deemed to have disapproved) the Property, (i) the Deposit shall be returned to Buyer immediately upon the written request of Buyer to Title Company, (ii) the parties shall equally share the cancellation charges of the Title Company ("**Cancellation Charges**"), and (iii) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement. If Buyer approves the Property, this Agreement shall remain in full force and effect and the Deposit shall be retained in Escrow.

**3.3.2.** Notwithstanding the foregoing Section 3.3.1, Buyer's acceptance of the Property is contingent upon approval by the State of California to use funds from the Homeless Emergency Aid Program to purchase the Property. If such approval is not received by the end of the Contingency Period, Buyer's notice approving the Property shall be without prejudice to Buyer's termination at any time prior to the Closing Date on the sole ground that the approval has not been received. In case of a termination pursuant to this Section 3.3.2, (i) the Deposit shall be returned to Buyer immediately upon the written request of Buyer to Title Company, (ii) the parties shall equally share the Cancellation Charges, and (iii) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement. The parties will endeavor to negotiate reasonable extensions to this Agreement in good faith to avoid termination in case the State's approval is delayed for reasons beyond Buyer's control.

**3.4. Insurance.** Prior to entering the Property, Buyer shall obtain, or cause its agents and representatives that will enter the Property in connection with the investigations pursuant to Section 3.2 to obtain, workers' compensation and general liability insurance (including umbrella or excess policies) in the amount of at least \$1,000,000.00 per occurrence, and at least \$1,000,000.00 in the aggregate, which insurance shall name Seller as an additional insured. Upon request, Buyer shall provide Seller with proof of such insurance prior to commencing Buyer's physical inspections of the Property.

**3.5. Indemnity and Repair.** Buyer agrees to indemnify and hold harmless Seller from any claims, losses, costs, damages, or expenses (including, without limitation, any actual damage to the Property or any injury to persons or property) caused by any act of Buyer or its agents, employees, representatives, or independent contractors in performing any inspections,

investigations, studies or tests pursuant to Section 3.2 above, which indemnity shall survive the termination of this Agreement or the Closing for a period of 12 months; provided, however, that Buyer's indemnity hereunder shall not include any losses, cost, damage or expenses resulting from the gross negligence or willful misconduct of Seller or its agents or representatives, or the discovery of any pre-existing condition of the Property. In addition, if this Agreement is terminated, Buyer shall repair any material damage to the Property caused by its entry thereon and shall restore the Property substantially to the condition in which it existed prior to such entry; provided, however, that Buyer shall have no obligation to repair any damage caused by the acts or omissions of Seller or its agents or representatives or to remediate, contain, abate or control any pre-existing condition of the Property that existed prior to Buyer's entry thereon.

**3.6. Seller's Disclaimer and Buyer's Release.** Buyer acknowledges that, (i) Buyer has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic and legal condition of the Property, and (ii) Buyer is not relying upon any representations and warranties, other than those specifically set forth in Section 4 below, made by Seller or anyone acting or claiming to act on Seller's behalf concerning the Property. Buyer further acknowledges that it has not received from Seller any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying solely upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors. Buyer specifically undertakes and assumes all risks associated with the Property.

Subject to the provisions of Section 4 of this Agreement, **BUYER SHALL PURCHASE THE PROPERTY IN ITS "AS IS" CONDITION, WITH ALL FAULTS, ON THE CLOSING DATE, AND ASSUMES THE RISK THAT ADVERSE PHYSICAL, ENVIRONMENTAL, ECONOMIC OR LEGAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATION.**

Except with respect to any claims arising out of fraud, any breach of covenants, representations or warranties set forth in this Agreement, Buyer, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Seller, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this agreement, which Buyer has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property. For the foregoing purposes, Buyer hereby specifically waives the provisions of Section 1542 of the California Civil Code and any similar law of any other state, territory or jurisdiction. Section 1542 provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Buyer acknowledges that Buyer has carefully reviewed this section and has discussed its import with legal counsel (or, if Buyer has not consulted legal counsel, that Buyer has freely waived the

opportunity to do so), and that the provisions of this subsection are a material part of this Agreement.

**BUYER'S INITIALS:** \_\_\_\_\_

**3.7. Title.**

- 3.7.1. Title Documents.** Within three (3) Business Days after the Execution Date, Seller shall obtain and deliver to Buyer a Preliminary Title Report for the Property issued by Title Company together with copies of all items shown as exceptions therein (collectively, the “**Preliminary Report**”).
- 3.7.2. Buyer's Review of Title.** Buyer may advise Seller in writing by not later than five (5) Business Days after receipt of the Preliminary Report what exceptions to title, if any, listed therein are not acceptable to Buyer (collectively, the “**Title Objections**”). Seller shall have five (5) Business Days after receipt of Buyer’s Title Objections to give Buyer notice that (a) Seller will remove any Title Objections from title (or afford the Title Company necessary information or certifications to permit it to insure over such exceptions), or (b) Seller elects not to cause such exceptions to be removed. Seller’s failure to provide notice to Buyer within such five (5) Business Day period as to any Title Objection shall be deemed an election by Seller not to remove the Title Objection. If Seller so notifies or is deemed to have notified Buyer that Seller shall not remove any or all of the Title Objections, Buyer shall have until the later of close of the Contingency Period or two (2) Business Days after receipt of Seller's notice (or deemed disapproval) to determine whether, (i) to proceed with the purchase and take the Property subject to such exceptions, or (ii) to terminate this Agreement. “**Permitted Exceptions**” shall include and refer to any and all exceptions to title shown on the Preliminary Report, excepting solely Title Objections that have been timely identified by Buyer and that Seller has notified Buyer pursuant to this Section that Seller is willing to remove, and any other exceptions to title approved in writing by Buyer. Notwithstanding anything to contrary herein, Seller shall be obligated to remove all title exceptions created by Seller on or after the date of this Agreement without the prior written consent of Buyer, any mechanic’s liens or materialman’s liens unless arising in connection with Buyer’s activities on the Property, and all liens and encumbrances affecting the Property that secure an obligation to pay money (other than installments of real estate taxes and assessment not delinquent as of the Closing Date).
- 3.7.3. Condition of Title at Closing.** Upon the Closing, Seller shall sell, transfer and convey to Buyer indefeasible fee simple title to the Property thereon by a duly executed and acknowledged grant deed in the form of **Exhibit C** attached hereto (the “**Deed**”), subject only to the Permitted Exceptions.



#### 4. SELLER'S REPRESENTATIONS AND WARRANTIES

4.1. **Representations and Warranties.** As an essential inducement to Buyer entering into this Agreement, Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date:

- 4.1.1. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, deed of trust, mortgage, loan agreement, or other document or instrument to which Seller is a party or by which Seller is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or any portion of the Property.
- 4.1.2. **Due Organization; Consents.** Seller is a political subdivision of the State of California, duly formed, validly existing and in good standing. All requisite action has been taken by Seller in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent of any legislative body, officer, creditor, public authority, or other party is required in connection herewith that has not been obtained.
- 4.1.3. **Seller's Authority; Validity of Agreements.** Seller has full right, power and authority to sell the Property to Buyer as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by Seller in connection with this Agreement shall be duly authorized, executed and delivered by Seller and shall be valid, binding and enforceable obligations of Seller.
- 4.1.4. **Bankruptcy.** Seller has not, (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.
- 4.1.5. **Litigation; Administrative Notices.** There is no litigation or proceeding pending, or, to Seller's actual knowledge, threatened, against Seller relating to the Property. To Seller's knowledge, there are no outstanding governmental notices or orders as to zoning violations, building code violations, or other violations of applicable law relating to the Property.

**4.1.6. Tenant Leases.** Seller has not entered into or assumed any lease relating to the Property that is currently in effect.

**4.1.7. Hazardous Materials.** To Seller's actual knowledge, the Property does not contain any hazardous or toxic materials, including, but not limited to, any chemicals or materials regulated as hazardous or toxic under any federal, state or local law, except for what is commonly incorporated into or used and stored at the Property for building purposes and normal maintenance and gardening, or normal household uses by the tenants (the "**Excluded Materials**"), and except as set forth in the Property Documents. Seller agrees to provide Buyer promptly in writing any information, which Seller has or may acquire regarding the presence and location of any hazardous materials, not including the Excluded Materials, or underground storage tanks on or about the Property.

**4.1.8. Service Contracts.** There are no maintenance, operating or other agreements affecting the Property, and Seller has not entered into any contract, agreement, understanding or commitment that will be binding on Buyer or the Property after the Closing Date; provided, however, that it is expressly understood that the Property is part of a homeowners' association, which may be a party to maintenance or other agreements affecting the Property.

**4.2. SURVIVAL AND RESTATEMENT.** All of the representations and warranties of Seller set forth in Section 4.1 (collectively, "**Seller's Warranties**") shall be deemed re-made by Seller as of the Closing Date with the same force and effect as if in fact made at that time, subject to any qualifications made by Seller and accepted by Buyer pursuant to the provisions set forth below. All of Seller's Warranties, in the form deemed re-made by Seller and accepted by Buyer as of the Closing Date, shall survive the delivery of the Deed and other Closing instruments and documents. If, at any time after the Execution Date, Seller acquires actual knowledge of any information that would require the material qualification of any Seller's Warranty for such Seller's Warranty to be true when re-made as of the Closing Date, Seller shall give Buyer prompt written notice of such information, and Seller shall have the right to qualify such Seller's Warranty when re-made at Closing as necessary to reflect such information; provided, however, that to the extent any such qualification represents a material and adverse change to such Seller's Warranty and written notice of such qualification is not received by Buyer until after the expiration of the Contingency Period, Buyer shall have the right either, (a) to accept such qualification and to proceed with the Closing without any credit or offset to the Acquisition Cost unless otherwise agreed in writing by Seller and Buyer, or (b) to terminate this Agreement by delivering written notice to Seller and Title Company, in which case, (i) Title Company, without the need for any further instructions from either Seller or Buyer, shall automatically and immediately return the Deposit to Buyer, (ii) the parties shall equally share the Cancellation Charges, and (iii) thereafter neither party shall have any rights or obligations to the other hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement.

## 5. BUYER'S REPRESENTATIONS AND WARRANTIES.

As an essential inducement to Seller to enter into this Agreement, Buyer represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:

**5.1. No Conflicts.** The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, deed of trust, mortgage, loan agreement, or other document or instrument to which Buyer is a party or by which Buyer is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Buyer or any portion of the Property.

**5.2. Due Organization; Consents.** Buyer is a nonprofit public benefit corporation, duly formed, validly existing and in good standing under the laws of the State of California. All requisite action has been taken by Buyer in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent of any member, manager, officer, partner, shareholder, beneficiary, creditor, investor, judicial or administrative body, governmental authority, or other party is required in connection herewith that has not been obtained.

**5.3. Buyer's Authority; Validity of Agreements.** Buyer has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by Buyer in connection with this Agreement shall be duly authorized, executed and delivered by Buyer and shall be valid, binding and enforceable obligations of Buyer.

**5.4. Brokers.** No broker was involved in this transaction or is entitled to a commission or fee as a result of acting for Buyer in this transaction.

## 6. COVENANTS OF SELLER.

In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the date hereof and the Closing Date:

**6.1. Notice of Change in Circumstances.** Seller shall notify Buyer promptly of any change in the physical condition of any portion of the Property of which Seller acquires actual knowledge after the Execution Date or of any other event or circumstance of which Seller acquires actual knowledge after the Execution Date that, (i) materially, adversely affects any material portion of the Property or the use or operation of any material portion of the Property, or (ii) makes any Seller's warranty materially untrue or misleading.

**6.2. Insurance.** Seller shall maintain its present policies of insurance in effect until the Closing Date.

**6.3. No Defaults.** Seller shall not default with respect to the performance of any material obligation relating to the Property.

**6.4. Exclusive Negotiations.** Seller shall, (i) remove the Property from the market, and (ii) cease and refrain from any and all negotiations with any other prospective optionees or Buyers of the Property.

**6.5. Service Contracts.** Seller shall not enter into, extend, renew, or replace any existing service contracts without Buyer's prior written consent, unless the same shall be cancelable, without penalty or premium, upon not more than thirty (30) days' notice from the owner of the Property, and Seller shall immediately notify Buyer of any such new, extended, renewed or replaced service contracts.

**6.6. Tenant Leases.** Seller shall not enter into any leases to the Property, or amend or renew any existing leases.

**6.7. Litigation.** Seller shall not commence or allow to be commenced on its behalf any action, suit or proceeding with respect to any portion of the Property without Buyer's prior written consent.

## **7. CONDITIONS PRECEDENT TO CLOSING.**

**7.1. Buyer's Conditions.** The obligation of Buyer to render performance under this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by the parties at Closing) ("**Buyer's Conditions**"), which conditions may be waived, or the time for satisfaction thereof extended, by Buyer only in a writing executed by Buyer:

**7.1.1. Due Diligence.** Buyer shall have approved the Property during the Contingency Period pursuant to Section 3.3.

**7.1.2. Title.** Title Company shall be prepared and irrevocably committed to issue an ALTA extended coverage owner's policy of title insurance (2006 form) in favor of Buyer in an amount equal to the Acquisition Cost showing indefeasible fee simple title to the Property vested in Buyer, with an endorsement deleting any exclusion for creditor's rights and such other endorsements as may be reasonably requested by Buyer, subject only to the Permitted Exceptions (collectively, the "**Owner's Title Policy**").

**7.1.3. Seller's Warranties.** All of Seller's representations and warranties set forth in this Agreement shall be true and correct as of the Closing Date.

**7.1.4. Seller's Deliveries.** Seller shall have delivered all items to be delivered by Seller pursuant to Section 9 on or prior to the Closing Date.

**7.1.5. Condition of Property.** Subject to the provisions of Section 11.2 below, the condition of the Property shall be substantially the same on the Closing Date as on the Execution Date, except for reasonable wear and tear and any damages due to any act of Buyer or Buyer's representatives.

**7.1.6. Bankruptcy.** No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien or levy shall have attached to or been issued with respect to any portion of the Property.

**7.2. Failure of Buyer's Conditions.** If any of Buyer's Conditions have not been fulfilled within the applicable time periods, Buyer may either waive such condition and proceed to the Closing pursuant to this Agreement, or terminate this Agreement, in which event, (i) the Deposit shall promptly be released to Buyer, (ii) the parties shall equally share the Cancellation Charges and (iii) neither party shall thereafter have any rights or obligations to the other hereunder. Notwithstanding the foregoing, if any Buyer's Condition is not satisfied due to a default on the part of Seller, then Buyer shall have the rights and remedies set forth in Section 12.2.

**7.3. Seller's Conditions.** The obligation of Seller to render performance under this Agreement is subject to the following conditions precedent (and conditions concurrent with respect to deliveries to be made by the parties at Closing) ("**Seller's Conditions**"), which conditions may be waived, or the time for satisfaction thereof extended, by Seller only in a writing executed by Seller:

**7.3.1. Buyer's Warranties.** All of the representations and warranties of Buyer set forth in Section 5 hereof shall be true and correct as of the Closing Date.

**7.3.2. Buyer's Due Performance.** Buyer shall have delivered all items and funds to be delivered by Buyer pursuant to Section 9, on or prior to the Closing Date.

**7.3.3. Regulatory Agreement.** Buyer shall have executed the Regulatory Agreement and deposited it into Escrow.

**7.4. Failure of Seller's Conditions.** If any of Seller's Conditions have not been fulfilled within the applicable time periods, Seller may terminate this Agreement by delivery of written notice thereof to Buyer. Upon such termination, (i) the Deposit shall be released to Seller except as provided in Section 7.2 or 12.2, (ii) the parties shall equally share the Cancellation Charges, and (iii) neither party shall thereafter have any rights or obligations to the other hereunder. Notwithstanding the foregoing, if any Seller Condition is not satisfied due to a default on the part of Buyer, then Seller shall have the rights and remedies set forth in Section 12.1.

## **8. CLOSING.**

**8.1. Closing Date.** Subject to the provisions of this Agreement, the Closing shall take place on the date which is fifteen (15) days after expiration of the Contingency Period or on such other date as the parties hereto may agree. As used herein, the "**Closing**" shall mean the recordation of

the Deed in the Official Records of Mono County, and the "**Closing Date**" shall mean the date upon which the Closing actually occurs.

**8.2. Closing Costs.** Each party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees), except the following costs (the "**Closing Costs**"), which shall be allocated between the parties as follows:

**8.2.1.** Seller shall pay, (i) one-half of all escrow and recording fees, (ii) transfer taxes related to the transfer of the Property, and (iii) title insurance.

**8.2.2.** Buyer shall pay, (i) one-half of all escrow and recording fees.

## **9. CLOSING DELIVERIES.**

**9.1. Deliveries by Seller to Escrow.** In time sufficient to permit the Closing on the scheduled Closing Date (in no event later than one (1) Business Day in advance), Seller, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following documents and instruments, each effective as of the Closing Date and executed by Seller, in addition to the other items and payments required by this Agreement to be delivered by Seller:

**9.1.1. Deed.** The original executed and acknowledged Deed conveying the Property to Buyer or its nominee;

**9.1.2. Non-Foreign Affidavit.** an original Non-Foreign Affidavit in the form of **Exhibit D** attached hereto, executed by Seller;

**9.1.3. California FTB Form 593-C.** an original California FTB Form 593-C, executed by Seller;

**9.1.4. Seller's Certificate.** an original certificate, in the form of **Exhibit E** attached hereto (the "**Seller's Certificate**"), executed by Seller;

**9.1.5. Proof of Authority.** such proof of Seller's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller, as may be reasonably required by Title Company and

**9.2. Deliveries by Buyer.** In time sufficient to permit the Closing on the scheduled Closing Date (in no event later than one (1) Business Day in advance), Buyer, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following:

**9.2.1. Balance, Prorations & Closing Costs.** The balance of the Acquisition Cost and Buyer's share of prorations and Closing Costs;

**9.2.2. Regulatory Agreement.** The Regulatory Agreement executed and acknowledged by both parties.

**9.2.3. Other.** Such other documents and instruments, signed and properly acknowledged by Buyer, if appropriate, as may reasonably be required by the Title Company or otherwise in order to effectuate the provisions of this Agreement and the closing of the transactions contemplated herein.

**9.3. Deliveries Outside of Escrow.** Seller shall deliver possession of the Property to Buyer upon the Closing. Further, Seller hereby covenants and agrees, at its sole cost and expense, to deliver or cause to be delivered to Buyer, on or prior to the Closing, the following items:

**9.3.1. Property Documents.** To the extent not previously delivered to or copied by Buyer, copies of or, if in Seller's possession or control, the originals of all of the Property Documents in Seller's possession or control; and

**9.3.2. Other.** Such other documents and instruments as may be reasonably required by Buyer or otherwise in order to effectuate the provisions of this Agreement and the Closing of the transactions contemplated herein.

**9.4. Closing Procedure.** When the Title Company has timely received all documents and funds identified in Sections 9.1 and 9.2, and has received written notification from Buyer and Seller that all conditions to Closing have been satisfied or waived; and the Title Company is irrevocably committed to issue the Title Policy as described in Section 7.1.2, then, and only then, the Title Company shall:

**9.4.1.** Record the Deed in the Official Records of Mono County, California;

**9.4.2.** Record the Regulatory Agreement in the Official Records of Mono County, California.

**9.4.3.** Issue the Owner's Title Policy to Buyer;

**9.4.4.** Deliver to Buyer, (i) a conformed copy showing all recording information of the Deed; (ii) a fully executed original Non-Foreign Affidavit, California FTB Form 593-C, and Seller's Certificate; and (iii) Buyer's closing statement; and

**9.4.5.** Deliver to Seller, (i) the Acquisition Cost (as adjusted for prorations and Seller's share of Closing Costs), and (ii) Buyer's closing statement.

**9.5. Real Estate Reporting Person.** Title Company is designated the "real estate reporting person" for purposes of section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4, and any instructions or settlement statement prepared by Title Company shall so provide. Upon the consummation of the transaction contemplated by this Agreement, the parties shall instruct Title Company to file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

## **10. PRORATIONS.**

The following shall be prorated between Buyer and Seller as of 12:01 a.m. on the Closing Date: real property taxes and assessments; water, gas, electricity, sewer and other utility charges; and all other items of income and expense relating to the Property. Buyer shall cause all utilities to be transferred into Buyer's name and account at the time of the Closing Date. Buyer shall obtain its own insurance with respect to the Property, and shall not be responsible for any insurance premiums in connection with Seller's insurance. If any of the aforesaid prorations and credits cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing Date, and either party owing the other party a sum of money based on such subsequent proration or credit shall promptly pay such sum to the other party.

## **11. RISK OF LOSS.**

**11.1. Condemnation.** In the event that prior to the Closing Date, the Property, or any part thereof, is subject to a taking by the public authority, then Buyer shall have the right, exercisable by giving notice to Seller within 30 days after receiving written notice of such taking either, (a) to terminate this Agreement, in which case, (i) neither party shall have any further rights or obligations hereunder, (ii) the Deposit shall be released to the Buyer, and (iii) the parties shall equally share the Cancellation Charges; or (b) to accept the Property in its then condition and proceed to close this transaction, and to receive an assignment of Seller's rights to any condemnation awards payable by reason of such taking (not to exceed the cost of the Deposit and any expenses incurred by Buyer relating to this Agreement following the Execution Date). If Buyer elects to proceed under clause (b) above, Seller shall not compromise, settle or adjust any claims to such awards without Buyer's prior written consent, which consent shall not unreasonably be withheld or delayed. Seller agrees to give Buyer prompt notice of any taking of the Property promptly after Seller receives notice of the same.

**11.2. Casualty.** If, prior to the Closing Date, any portion of the Property is damaged or destroyed, Seller shall notify Buyer immediately of such fact. If the cost to repair such damage or destruction is reasonably estimated to be more than \$1,000, Buyer shall have the option to terminate this Agreement by delivering written notice to Seller not later than fifteen (15) days after Buyer's receipt of Seller's notice regarding such damage or destruction. Upon such termination, (a) the Deposit shall be released to Buyer, (b) the parties shall equally share the Cancellation Charges, and (c) neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement. If Buyer does not elect to terminate this Agreement within the time period set forth above, (i) the parties shall proceed to Closing pursuant to the terms hereof without modification of the terms of this Agreement and without any reduction in the Acquisition Cost (unless otherwise agreed in writing by Seller and Buyer), (ii) Seller shall assign to Buyer, and Buyer shall be entitled to receive and keep, all insurance proceed payable in connection with the casualty, and (iii) Buyer shall receive a credit against the Acquisition Cost equal to the amount of any applicable insurance deductible or uninsured loss (but not to exceed \$1,000). If Buyer does not elect to terminate this Agreement pursuant to this Section 11.2, Buyer shall have the right to participate in any adjustment of the insurance claim, and Seller shall not compromise, settle or



adjust any such claim without Buyer's prior written consent (which consent shall not be unreasonably withheld or delayed).

**12. DEFAULT.**

**12.1. DEFAULT BY BUYER.** IN THE EVENT THAT THE ESCROW AND THIS TRANSACTION FAIL TO CLOSE SOLELY AS A RESULT OF THE DEFAULT OF BUYER IN THE PERFORMANCE OF ITS OBLIGATION TO PURCHASE THE PROPERTY UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX AND THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. THE PARTIES THEREFORE AGREE THAT IN THE EVENT THAT ESCROW AND THIS TRANSACTION FAIL TO CLOSE SOLELY AS A RESULT OF THE DEFAULT OF BUYER IN THE PERFORMANCE OF ITS OBLIGATION TO PURCHASE THE PROPERTY HEREUNDER AND SELLER IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, SELLER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, IS ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT THEN HELD BY THE TITLE COMPANY. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 12.1, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Buyer's Initials

**12.2. Default By Seller.** In the event the Closing and the transactions contemplated hereby do not occur as herein provided by reason of any default by Seller, Buyer, as Buyer's sole and exclusive remedy, may elect by written notice to Seller, either of the following: (a) to terminate this Agreement, in which event (i) the Title Company shall return the Deposit to Buyer; (ii) Seller shall pay the Cancellation Charges; (iii) Seller shall reimburse Buyer for all of the out-of-pocket costs and expenses incurred by Buyer in connection with Buyer's investigation of the Property and Buyer's intended use thereof, Buyer's Entitlement Activities, or the transaction contemplated by this Agreement; and (iv) this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement; or (b) to notify Seller that Buyer intends to seek specific performance of this Agreement; provided, however, if Buyer elects to seek specific performance of this Agreement and specific performance is unavailable to Buyer solely as the result of Seller having sold the Property to a third party, Buyer shall be entitled to avail itself of the remedy set forth in subclause (a) above and to receive the amount by which the actual purchase price for the sale of the Property to such third party exceeds the Acquisition Cost.

**12.3. Breach of Obligations Surviving Termination.** Notwithstanding the foregoing, nothing contained herein will limit either party's remedies at law, in equity or as herein provided in the event of a breach by the other party of any obligation hereunder that expressly survives the termination of this Agreement.

### **13. BROKERS.**

**13.1. Seller.** Seller hereby represents, warrants, and covenants to Buyer that Seller has not dealt with any third party in a manner that would obligate Buyer to pay any brokerage commission, finder's fee, or other compensation due or payable with respect to the transaction contemplated hereby. Seller hereby indemnifies and agrees to protect, defend and hold Buyer harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees, charges and disbursements) incurred by Buyer by reason of any breach or inaccuracy of the representation, warranty and agreement of Seller contained in this Section 13.1. The provisions of this Section 13.1 shall survive the Closing or earlier termination of this Agreement.

**13.2. Buyer.** Buyer hereby represents, warrants, and covenants to Seller that Buyer has not dealt with any third party in a manner that would obligate Seller to pay any brokerage commission, finder's fee or other compensation due or payable with respect to the transaction contemplated hereby. Buyer hereby indemnifies and agrees to protect, defend and hold Seller harmless from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees, charges and disbursements) incurred by Seller by reason of any breach or inaccuracy of the representation, warranty and agreement of Buyer contained in this Section 13.2. The provisions of this Section 13.2 shall survive the Closing or earlier termination of this Agreement.

### **14. CONFIDENTIALITY.**

It is agreed and understood that the parties' ability to keep and maintain information as confidential is limited by the Brown Act and Public Records Act. To the extent a party supplies the other with documents and information prior to the Closing that the party deems confidential, the party shall clearly identify the documents and information as confidential, and the other party shall endeavor to keep that information confidential to the extent that it, in its sole discretion, determines is allowed by law.

### **15. MISCELLANEOUS PROVISIONS**

**15.1. Governing Law.** This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

**15.2. Entire Agreement.** This Agreement, including the exhibits and schedules attached hereto, constitutes the entire agreement between Buyer and Seller pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to either party by the other party in connection with

the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto or in connection herewith.

**15.3. Modifications; Waiver.** No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**15.4. Notices.** All notices, consents, requests, reports, demands or other communications hereunder (collectively, "**Notices**") shall be in writing and may be given personally, by reputable overnight delivery service, or by electronic mail, to each of the parties at the following addresses:

To Buyer: Inyo Mono Advocates for Community Action, Inc.  
[Insert]

With A Copy To: [Insert]

To Seller: Mono County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517

With Copies To: Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

Email: [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

Heather Gould  
Goldfarb & Lipman LLP  
1300 Clay Street, 11th Floor  
Oakland, CA 94612

Email: [hgould@goldfarblipman.com](mailto:hgould@goldfarblipman.com)

or to such other address or such other person as the addressee party shall have last designated by written notice to the other party. A copy of any Notice sent by electronic mail also must be personally delivered or sent by reputable overnight courier service (in accordance with this Section) within 48 hours of the transmission of such Notice, provided that failure to do so will not invalidate any Notice actually received by the party to whom the electronic mail was addressed as demonstrated by a reply email (not including an automatic reply). Notices given by electronic mail shall be deemed to be delivered upon the earlier of confirmation of receipt or one day following deposit with an overnight courier service; and all other Notices shall have been deemed to have been delivered on the date of delivery or refusal. All copies of Notices (*i.e.*, those provided to any person or entity other than Seller or Buyer) shall be given as a courtesy only, and the failure or inability to deliver any courtesy copy of any Notice will not invalidate the Notice.

**15.5. Severability.** Except as necessary to effectuate the parties' intent, any provision or part of this Agreement which is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

**15.6. Successors and Assigns; Third Parties.** Subject to Section 15.10, all of the rights, duties, benefits, liabilities and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

**15.7. Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

**15.8. Headings.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof.

**15.9. Time of The Essence.** Time shall be of the essence with respect to all matters contemplated by this Agreement.

**15.10. Assignment.** This Agreement is personal to the parties and shall not be assigned by either party without the consent of the other party hereto.

**15.11. Further Assurances.** In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby.

**15.12. Joint and Several Liability.** The obligations of each person or entity executing this Agreement as Seller shall be joint and several.

**15.13. Number and Gender.** Whenever the singular number is used, and when required by the context, the same includes the plural and vice versa, and the masculine gender includes the feminine and neuter genders and vice versa.

**15.14. Construction.** This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

**15.15. Exhibits.** All exhibits attached hereto are hereby incorporated by reference as though set out in full herein.

**15.16. Attorneys' Fees.** If any action is brought by either party against the other party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. The provisions of this Section shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

**15.17. Business Days.** As used herein, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday or legal holiday. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday, the date for performance thereof shall be extended to the next Business Day. For purposes of this Section, a legal holiday includes any holiday on which the office of the Mono County Clerk-Recorder is scheduled to be closed for at least half of the regular business day.

**15.18. Buyer's Acknowledgement.** BUYER ACKNOWLEDGES THAT THE FUTURE SALES PRICE OF THE PROPERTY IS SUBJECT TO MARKET CONDITIONS.

**[Signatures to Follow]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates set forth next to their respective signatures.

**SELLER:**

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

By: \_\_\_\_\_  
Name: Steve Barwick  
Title: County Administrative Officer  
Date: \_\_\_\_\_

**BUYER:**

Inyo Mono Advocates for Community  
Action, Inc., a California nonprofit public  
benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Acceptance by Title Company**

\_\_\_\_\_ Title Company acknowledges receipt of the foregoing Agreement and accepts the instructions contained herein.

\_\_\_\_\_ TITLE COMPANY

By \_\_\_\_\_  
Name and Title \_\_\_\_\_

**Date of Execution by Title Company:** \_\_\_\_\_, 2019

**EXHIBIT A**

**LEGAL DESCRIPTION**

PARCEL 1:

AN UNDIVIDED 1/8TH INTEREST IN AND TO LOT 1 OF TRACT NO. 34-07, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM UNITS 1 TO 8, INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN RECORDED APRIL 14, 1981 IN BOOK 1, PAGE 21 OF OFFICIAL RECORDS OF SAID COUNTY, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 22, 1993 IN BOOK 647 PAGE 528 OF OFFICIAL RECORDS.

PARCEL 2:

UNIT 5 AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

AN EASEMENT FOR INGRESS, EGRESS, INSTALLATION AND MAINTENANCE OF UTILITIES OVER THE SOUTHERLY HALF OF WILLOW AVENUE CONTIGUOUS TO PARCEL 2 OF PARCEL MAP NO. 34-21 AND SHOWN UPON PARCEL MAP NO. 34-21, RECORDED IN BOOK 2, PAGE 59 OF PARCEL MAPS.

APN: 016-195-005-000

**EXHIBIT B**  
**REGULATORY AGREEMENT**



**EXHIBIT C**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MAIL TAX STATEMENTS TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**GRANT DEED**

The undersigned grantor declares:  
Documentary transfer tax is \$ \_\_\_\_\_

The County of Mono, a political subdivision of the State of California ("**Grantor**"), **FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, hereby **GRANTS** to Inyo Mono Community Advocates for Community Action, Inc., a California nonprofit public benefit corporation ("**Grantee**"), that certain real property located in the County of Mono, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"), together with (i) all improvements located thereon, (ii) all rights, privileges, easements and appurtenances appertaining to the Property, and (iii) all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements.

**IN WITNESS WHEREOF**, Grantor has caused its duly authorized representatives to execute this instrument as of \_\_\_\_\_, 2019.

**GRANTOR:** County of Mono,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Steve Barwick  
Its: Administrative Officer

Assessor's Parcel Number: 016-195-005-000

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

**EXHIBIT A**

**Legal Description of the Property**

PARCEL 1:

AN UNDIVIDED 1/8TH INTEREST IN AND TO LOT 1 OF TRACT NO. 34-07, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM UNITS 1 TO 8, INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN RECORDED APRIL 14, 1981 IN BOOK 1, PAGE 21 OF OFFICIAL RECORDS OF SAID COUNTY, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 22, 1993 IN BOOK 647 PAGE 528 OF OFFICIAL RECORDS.

PARCEL 2:

UNIT 5 AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

AN EASEMENT FOR INGRESS, EGRESS, INSTALLATION AND MAINTENANCE OF UTILITIES OVER THE SOUTHERLY HALF OF WILLOW AVENUE CONTIGUOUS TO PARCEL 2 OF PARCEL MAP NO. 34-21 AND SHOWN UPON PARCEL MAP NO. 34-21, RECORDED IN BOOK 2, PAGE 59 OF PARCEL MAPS.

APN: 016-195-005-000

**EXHIBIT D**

**NON-FOREIGN AFFIDAVIT**

1. Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity.
  
2. In order to inform Inyo Mono Advocates for Community Action, Inc. and its nominees, designees and assigns (collectively, "**Transferee**"), that withholding of tax is not required upon the disposition by the County of Mono, a political subdivision of the State of California ("**Transferor**"), of the United States real property more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**"), the undersigned Transferor certifies and declares by means of this certification, the following:
  - a. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as such terms are defined in the Code and the Income Tax Regulations).
  - b. Transferor is not a disregarded entity (as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations).
  - c. Transferor's federal taxpayer identification number is: \_\_\_\_\_.
  - d. Transferor's address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this certification may be punished by fine, imprisonment or both.

Under penalties of perjury, the undersigned declares that he/she has examined this certification and to the best of his/her knowledge and belief it is true, correct, and complete, and he/she further declares that he/she has authority to sign this certification on behalf of Transferor.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_.

**TRANSFEROR:**

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

:

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

Name: Steve Barwick

Its: Administrative Officer

**EXHIBIT A**

**Legal Description**

PARCEL 1:

AN UNDIVIDED 1/8TH INTEREST IN AND TO LOT 1 OF TRACT NO. 34-07, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM UNITS 1 TO 8, INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN RECORDED APRIL 14, 1981 IN BOOK 1, PAGE 21 OF OFFICIAL RECORDS OF SAID COUNTY, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 22, 1993 IN BOOK 647 PAGE 528 OF OFFICIAL RECORDS.

PARCEL 2:

**UNIT 5** AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

AN EASEMENT FOR INGRESS, EGRESS, INSTALLATION AND MAINTENANCE OF UTILITIES OVER THE SOUTHERLY HALF OF WILLOW AVENUE CONTIGUOUS TO PARCEL 2 OF PARCEL MAP NO. 34-21 AND SHOWN UPON PARCEL MAP NO. 34-21, RECORDED IN BOOK 2, PAGE 59 OF PARCEL MAPS.

APN: 016-195-005-000

**EXHIBIT E**

**SELLER'S CERTIFICATE**

The undersigned hereby certifies to \_\_\_\_\_ ("**Buyer**") that, as of the date hereof:

1. all of the representations, covenants and warranties of the County of Mono, a political subdivision of the State of California ("**Seller**"), made in or pursuant to that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2019 (the "**Agreement**"), between Seller and Buyer, are true, accurate, correct and complete; and
2. all conditions to the "**Closing**" (as such term is defined in the Agreement) that Seller was to satisfy or perform have been satisfied and performed.

Dated: \_\_\_\_\_, 2019

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

By: \_\_\_\_\_  
Name: Steve Barwick  
Title: Mono County Administrative Officer

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546  
Attn: Stacey Simon

No fee for recording pursuant to  
Government Code Section 27383 and 27388.1

---

DEED OF TRUST WITH ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING  
(Birch Creek Condo, 40 Willow Avenue, Unit No. 5)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of \_\_\_\_\_, 20\_\_, by and among Inyo Mono Advocates for Community Action, Inc., a California nonprofit public benefit corporation ("Trustor"), \_\_\_\_\_, a \_\_\_\_\_ ("Trustee"), and the County of Mono, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Mono, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the



same are, or shall be attached to said building or buildings in any manner (all of the foregoing, including the Property, is herein referred to as the "Security");

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

TO SECURE to Beneficiary the performance of the covenants and agreements of Trustor contained in that certain Regulatory Agreement (as defined in Section 1.1 below);

TO SECURE to Beneficiary the payment of the Principal (as defined in Section 1.3 below) that may become due by Trustor to Beneficiary, which payment obligation is further evidenced by the Note (as defined in Section 1.2 below); and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Trustor herein contained (collectively with the obligations above to comply with the Regulatory Agreement and to pay the Principal, the "Secured Obligations").

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

## ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Regulatory Agreement" means that certain Regulatory Agreement and Declaration of Restrictive Covenants with Option and Right of First Refusal between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time.

Section 1.2 The term "Note" means that certain Promissory Note between Trustor and Beneficiary evidencing Trustor's obligation to pay the "Equity Share" (as defined in the Regulatory Agreement), of even date herewith. (A copy of the Note is on file with Beneficiary and terms and provisions of the Note are incorporated herein by reference.)

Section 1.3 The term "Principal" means the amount required to be paid under the Note, also referred to in Section 1.2 above, the Regulatory Agreement, and the Note as the "Equity Share."

Section 1.4 The term "Agreements" refers collectively to this Deed of Trust, the Regulatory Agreement, and the Note.

ARTICLE 2  
MAINTENANCE AND MODIFICATION OF THE PROPERTY  
AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, Trustor will, at Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Mono County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, cable, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other

agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lienholders. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Agreements, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Agreements, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that, except to senior mortgage lenders, Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Agreements, and subject to any applicable notice and cure period, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of

Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Agreements are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

### ARTICLE 3 TAXES AND INSURANCE; ADVANCES

#### Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section may not be construed to require that

Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after Beneficiary has notified Trustor of such failure to pay and Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

### Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Agreements, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

### Section 3.3 Advances.

In the event Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Agreements, Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts Trustor agrees to pay on the demand of Beneficiary, and if not so paid, will bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

## ARTICLE 4 DAMAGE, DESTRUCTION OR CONDEMNATION

### Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to Beneficiary by a check made payable to Beneficiary. Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply

them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as Beneficiary determines at its sole option. Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust.

ARTICLE 5  
AGREEMENTS AFFECTING THE PROPERTY; FURTHER  
ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Agreements and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of Trustor in this Deed of Trust, Trustor agrees that it will, on demand therefor, pay to Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by Beneficiary. Any such amounts paid by Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

Trustor shall pay to Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

Trustor shall execute and deliver to Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to Beneficiary a valid perfected security interest in the Security. Trustor shall perform all acts that

Beneficiary reasonably requests so as to enable Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Agreements.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age (over 40), sex, sexual orientation, gender, gender identity, marital or family status, national origin, ancestry, or veteran status, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the use or occupancy of tenants, lessees, subtenants, sublessees, occupants, or vendees in the Security. The foregoing covenants run with the land.

ARTICLE 6  
HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of, (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, Freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in the maintenance of a single-family residential unit.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of, (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law, including without limitation under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in accordance therewith.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its board members, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to, (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article and Section 4.3 of the Regulatory Agreement. Such indemnity must include, without limitation, (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to, (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected



in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

Trustor hereby acknowledges and agrees that, (i) this Article is intended as Beneficiary's written request for information (and Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Agreements (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by Beneficiary and Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1), then, without otherwise limiting or in any way affecting Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to, (1) waive its lien on such environmentally impaired or affected portion of the Property, and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of

Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) per annum or the maximum rate permitted by law until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to Beneficiary upon its demand made at any time following the conclusion of such action.

## ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

### Section 7.1 Events of Default.

Any failure to make any payment or observe or perform any of Trustor's covenants, agreements, or obligations under any Secured Obligations, including any breach any failure to pay the Principle if and when due or any other breach of the Agreements (subject to applicable notice and cure periods), shall constitute an "Event of Default" hereunder.

### Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

### Section 7.3 Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, and except as otherwise expressly provided for in the Agreements, Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Subsection (c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the

Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Mono County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

#### Section 7.4 Foreclosure by Power of Sale.

Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Agreements; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

#### Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided

herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to Beneficiary may be exercised from time to time and as often as may be deemed expeditious by Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of Trustor hereunder. Failure on the part of Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by Trustor.

(b) If Beneficiary, (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Agreements, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Agreements, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

Beneficiary has the power to, (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be

unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Trustor, its creditors or its property, Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by Trustor hereunder after such date.

Section 7.10 Waiver.

Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8  
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Agreements have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

Mono County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517

With a copy to:

Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

and (2) if intended for Trustor is to be addressed to:

[Insert]

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable unless the rights and obligations of the parties have been materially altered or abridged thereby. If the lien of this Deed of Trust is invalid or unenforceable in whole or in part, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the fullest extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

Section 8.14 Counterparts.

This Deed of Trust may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

**[Signature on following page.]**

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

INYO MONO ADVOCATES FOR  
COMMUNITY ACTION, INC.,  
a California nonprofit public benefit  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF MONO                        )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

EXHIBIT A

LEGAL DESCRIPTION  
(40 WILLOW AVENUE UNIT NO. 5)

Real property in the County of Mono, State of California, described as follows:

PARCEL 1:

AN UNDIVIDED 1/8TH INTEREST IN AND TO LOT 1 OF TRACT NO. 34-07, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM UNITS 1 TO 8, INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN RECORDED APRIL 14, 1981 IN BOOK 1, PAGE 21 OF OFFICIAL RECORDS OF SAID COUNTY, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 22, 1993 IN BOOK 647 PAGE 528 OF OFFICIAL RECORDS.

PARCEL 2:

**UNIT 5** AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

AN EASEMENT FOR INGRESS, EGRESS, INSTALLATION AND MAINTENANCE OF UTILITIES OVER THE SOUTHERLY HALF OF WILLOW AVENUE CONTIGUOUS TO PARCEL 2 OF PARCEL MAP NO. 34-21 AND SHOWN UPON PARCEL MAP NO. 34-21, RECORDED IN BOOK 2, PAGE 59 OF PARCEL MAPS.

APN: 016-195-005-000

NOTICE TO PROMISOR: THIS DOCUMENT CONTAINS PROVISIONS RESTRICTING  
RESALES AND ASSUMPTIONS.

PROMISSORY NOTE  
Secured by Deed of Trust  
**(Birch Creek Condo, 40 Willow Avenue, Unit No. 5)**

**Equity Share**

\_\_\_\_\_, California  
\_\_\_\_\_, 20\_\_

FOR VALUE RECEIVED, the undersigned Inyo Mono Advocates for Community Action, Inc., a California nonprofit public benefit corporation ("Promisor") promises to pay to the County of Mono, a political subdivision of the State of California "County"), at PO Box 696, Bridgeport, CA 93517, Attn: Steve Barwick, Mono County Chief Administrative Officer, or such other place as County may designate in writing, any amounts due County as Equity Share proceeds pursuant to Section 5.5 of that certain Regulatory Agreement and Declaration of Restrictive Covenants with Option and Right of First Refusal between County and Promisor of even date herewith (the "Regulatory Agreement").

1. Purpose of Note. Promisor is purchasing a property from County located at 40 Willow Avenue, Unit No. 5 (the "Property"), at a price below market value subject to the Regulatory Agreement. The Regulatory Agreement requires Promisor to use the Property for a term of fifty-five (55) years (the "Term") for Transitional Housing. The Regulatory Agreement also places restrictions on Promisor's ability to Sell or otherwise Transfer the Property during the Term. In particular, Section 5.5 of the Regulatory Agreement requires Promisor to pay County a share of any equity realized in any Sale, referred to therein as the "Equity Share," which County will use for affordable housing purposes. This Promissory Note (this "Note") evidences Promisor's obligation to pay the Equity Share in the event of any Sale.

2. Definitions. Unless otherwise set forth herein, capitalize terms have the meanings given in the Regulatory Agreement.

3. Payments. In the event that the Equity Share become due and payable under the Regulatory Agreement, such amount shall be immediately due and payable hereunder. Failure to declare such amounts due shall not constitute a waiver on the part of County to declare them due in the event of a subsequent Sale.

4. Interest. Any amounts due under this Note that are not paid immediately shall accrue interest at the lesser of three percent (3%) simple interest per annum (from the date such amounts come due until full payment is made), calculated based upon a 365 day year, not to exceed the maximum rate of interest allowed by law.

5. Security. This Note is secured by a deed of trust dated of even date herewith (the "Deed of Trust"). Promisor and County have also executed the Regulatory Agreement.

6. Due on Transfer. Any amounts due under this Note shall be due and payable in full on the date of any Sale of the Property.

7. Default and Acceleration. Promisor shall be in default under this Note if it is in default under the Regulatory Agreement. Upon the occurrence of a default under this Note, the full amount of any Equity Share proceeds due under the Regulatory Agreement shall be immediately due and payable.

8. No Waiver by County. Any failure by County to pursue its legal and equitable remedies upon default shall not constitute a waiver of County's right to declare a default and exercise all of its rights under this Note, the Regulatory Agreement, and the Deed of Trust. Nor shall acceptance by County of any payment provided for herein constitute a waiver of County's right to require prompt payment of any remaining payments owed.

9. Attorney's Fees and Costs. Promisor agrees that if any amounts due under this Note are not paid when due, to pay in addition to principal and accrued interest, all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

10. No Offset. Promisor hereby waives any rights of offset it now has or may hereafter have against County, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

11. Waiver. Promisor, for itself, its heirs, legal representatives, successors and assigns, respectively, waives diligence, presentment, protest, and demand, and notice of protest, notice of dishonor, and notice of non-payment of this Note, and expressly waives any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waives the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same.

12. Notices. All notices required in this Note shall be sent by certified mail, return receipt requested, or express delivery service with a delivery receipt, or personally delivered with a delivery receipt obtained, and shall be deemed to be effective as of the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the notice was returned as undeliverable as follows:

To Promisor:

[Insert]

To County:

Mono County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517

With a copy to:

Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

The Parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

13. Controlling Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

14. Assignment by County. Subject to County's obligation to use the Equity Share for purposes related to affordable housing, County may assign its right to receive the proceeds under this Note to any person, and upon notice to Promisor by County all payments shall be made to the assignee.Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.Entire Agreement. This Note (along with the Regulatory Agreement and Deed of Trust) sets forth the entire understanding and agreement of County and Promisor regarding the payment of the Equity Share, and any amendment, alteration or interpretation of this Note must be in writing signed by both County and Promisor.

PROMISOR:

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

No fee document pursuant to  
Government Code Sections 27383 and 27388.1

---

**REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
WITH OPTION AND RIGHT OF FIRST REFUSAL**

**BY AND BETWEEN**

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

**and**

**Inyo Mono Advocates for Community Action, Inc.,  
a California nonprofit public benefit corporation**

**\_\_\_\_\_ , 2019**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. RECITALS, DEFINITIONS, AND EXHIBITS.....	2
Section 1.1 Recitals.....	2
Section 1.2 Definitions.....	2
Section 1.3 Exhibits. ....	7
ARTICLE 2. OCCUPANCY AND USE RESTRICTIONS.....	8
Section 2.1 Occupancy Requirements; Services.....	8
Section 2.2 Temporary Rental. ....	9
Section 2.3 Nondiscrimination.....	9
ARTICLE 3. MONITORING AND REPORTING.....	10
Section 3.1 Records. ....	10
Section 3.2 Income Certification. ....	10
Section 3.3 Additional Information. ....	10
Section 3.4 On-site Inspection. ....	10
ARTICLE 4. GENERAL OBLIGATIONS .....	11
Section 4.1 Property Maintenance. ....	11
Section 4.2 Insurance. ....	11
Section 4.3 Hazardous Materials. ....	11
Section 4.4 Taxes and Other Charges. ....	11
Section 4.5 House Rules. ....	11
ARTICLE 5. LIMITATIONS ON TRANSFER.....	12
Section 5.1 County Authorization Required.....	12
Section 5.2 Saleable Condition. ....	12
Section 5.3 Sale to Nonprofit. ....	12
Section 5.4 Sale to Income Qualified Household. ....	12
Section 5.5 Equity Share.....	12
Section 5.6 County's Option and Right of First Refusal.....	13
ARTICLE 6. IMACA'S REPRESENTATIONS AND WARRANTIES .....	13
Section 6.1 No Conflicts. ....	13
Section 6.2 Due Organization; Consents. ....	13
Section 6.3 Insolvency. ....	13
Section 6.4 Litigation.....	13
ARTICLE 7. REMEDIES.....	14

TABLE OF CONTENTS

	<u>Page</u>
Section 7.1 County's Option.....	14
Section 7.2 Foreclosure.....	14
Section 7.3 County Costs.....	14
Section 7.4 Remedies Cumulative.....	15
ARTICLE 8. MISCELLANEOUS.....	15
Section 8.1 Covenants to Run With the Land.....	15
Section 8.2 Recording and Filing.....	15
Section 8.3 Governing Law.....	15
Section 8.4 Amendments.....	15
Section 8.5 Notice.....	15
Section 8.6 Severability.....	16
Section 8.7 Relationship of the Parties.....	16
Section 8.8 Time of the Essence.....	16
Section 8.9 Venue.....	16
Section 8.10 Complete Understanding of the Parties.....	16
Section 8.11 County Approval.....	17
Section 8.12 Indemnification.....	17
Section 8.13 Attorneys' Fees and Costs.....	17
Section 8.14 Assignment.....	17
Section 8.15 Waiver of Requirements.....	17
Section 8.16 Multiple Originals; Counterparts.....	17

Exhibits

Exhibit A:	Legal Description of the Property
Exhibit B:	Insurance Requirements
Exhibit C:	Form of Resale Restriction to Income Qualified Household



REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
WITH OPTION AND RIGHT OF FIRST REFUSAL  
(Birch Creek Condos, 40 Willow Avenue, Unit No. 5)

This Regulatory Agreement and Declaration of Restrictive Covenants with Option and Right of First Refusal (this "Agreement") is made and entered into as of [REDACTED], 20 [REDACTED] (the "Effective Date"), by and between the County of Mono, a political subdivision of the state of California (the "County"), and Inyo Mono Advocates for Community Action, Inc. ("IMACA"), a California nonprofit public benefit corporation (each a "Party" and collectively the "Parties").

RECITALS

A. Currently, there is a lack of, and a need for, Transitional Housing within the County. Transitional Housing serves an intermediate step between emergency crisis shelter housing and permanent housing, and is meant to provide a safe, supportive environment where residents can begin to address the issues that lead to homelessness or kept them homeless.

B. The Eastern Sierra Continuum of Care is a coalition of service providers in Alpine, Inyo, and Mono Counties established in 2014 to seek funding for, and to implement strategies to, assist people experiencing homelessness. IMACA is the collaborative applicant and administrative entity for the Continuum of Care, and may contract with other agencies and organizations, including the County, for services and projects which help meet the community's needs.

C. IMACA is purchasing from the County a condominium located at 40 Willow Avenue, Unit No. 5, in June Lake, more particularly described in Exhibit A (the "Property"), on behalf of the Continuum of Care to provide Transitional Housing. IMACA has identified funding sources for this purpose, including funds from the Homeless Emergency Aid Program block grant from the California Business, Consumer Services, and Housing Agency, which provides a flexible source of funding to address emergency solutions for homelessness.

D. The Property originally was acquired by the County through a housing mitigation requirement for the Highlands Specific Plan and Tentative Tract Map. Transitional Housing meets community housing needs, and is therefore an appropriate use of the Property. The County is selling the Property to IMACA for Transitional Housing pursuant to a purchase and sale agreement dated [REDACTED] (the "PSA"). This Agreement is intended to run with the land and to bind IMACA and its successors and assigns for a minimum of fifty-five (55) years, in consideration of the fact that the Property is being sold below its market value, and to ensure that the Property continues to be used for its intended purpose of meeting local housing needs.

E. The sale of the Property is authorized pursuant to Government Code Section 26227, which allows the sale by a county to a Nonprofit for a public purpose without the requirement to comply with other provisions of the Government Code relating to disposition of county property. The sale is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 of the California Environmental Quality Act Guidelines (Existing

Facilities) in that (*inter alia*) the Property is an existing facility, no significant expansion of the existing or a former use of the Property is proposed, and there is no substantial evidence in the record that any of the conditions listed in California Environmental Quality Act Guidelines Section 15300.2 exist.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1.  
RECITALS, DEFINITIONS, AND EXHIBITS

Section 1.1 Recitals. The Parties hereby agree that each of the foregoing recitals is true and correct.

Section 1.2 Definitions. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(b) "Adjusted Income" shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of income. In the event that no such program exists, the County shall provide IMACA with a reasonably similar method of calculation of income as provided in said Section 6914.

(c) "Affordable Housing Cost" shall mean the price that a household would pay for the Property such that the anticipated monthly housing cost therefor, assuming a reasonable down payment not to exceed ten percent (10%), and inclusive of mortgage payments at prevailing interest rates and homeowners' association dues, plus a reasonable allowance for utilities, property taxes and assessments, and insurance, equals one-twelfth (1/12) the product of thirty-five percent (35%) times one hundred ten percent (110%) of Median Income adjusted for Assumed Household Size.

(d) "Agreement" is defined in the opening paragraph.

(e) "Assumed Household Size" shall mean three persons.

(f) "Board" shall mean the County's Board of Supervisors or, as applicable, any County official(s) to whom the Board may delegate any of its duties or authority under this Agreement.

(g) "County" is defined in the opening paragraph.

(h) "Deed of Trust" is defined in Section 7.2.

(i) "Effective Date" is defined in the opening paragraph.

(j) "Equity Share" shall mean the amount due and payable to the County upon any Sale, as described in Section 5.5, and shall be calculated as follows:  $(\text{Sales Price} - (\text{Purchase Price} + \text{Improvement Value})) \times ((\$190,000 - \text{Purchase Price}) / (\$190,000 + \text{Improvement Value}))$ ; provided, however, that in no case shall the Equity Share be a negative number. The Parties agree that \$190,000 was the market value of the Property as of the date of the PSA.

(k) "Event of Default" shall mean:

(1) Any unauthorized Transfer;

(2) IMACA's Insolvency;

(3) Any breach by IMACA of the representations and warranties contained in Article 6 hereof; or

(4) Any other material breach of this Agreement by IMACA unless cured within sixty (60) days of notice by the County; provided that if a cure cannot reasonably be effectuated within sixty (60) days, IMACA shall not be in default provided it commences to cure within sixty (60) days of notice and effectuates a cure as soon as practicable.

(l) "Hazardous Material" shall mean any hazardous or toxic material, including, but not limited to, any chemical or material regulated as hazardous, toxic, or the like, under any federal, state, or local law; provided that a chemical or material shall not be considered hazardous for purposes of this definition if it stored or incorporated in or on the Property, with ordinary care and in usual quantities, for building, maintenance, landscaping, transportation, or cleaning purposes, in such a manner as may be allowed by law.

(m) "IMACA" is defined in the opening paragraph.

(n) "Improvement Value" means the amount, not to exceed IMACA's actual cost for such work, by which reasonable substantial structural or permanent fixed improvements made to the Property by IMACA with prior written approval from the County increase the market value of the Property. (The County may withhold approval for improvements not reasonably necessary.) If the Parties are unable to agree upon the Improvement Value, it shall be determined by an appraisal prepared by a professional appraiser approved in advance by the County.

(o) "Income Qualified Household" is defined in Section 5.4.

(p) "Indemnitees" is defined in Section 8.12.

(q) "Individual or Family Experiencing Homelessness" shall mean:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(A) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(B) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals; or

(C) An individual who is exiting an institution where he or she resided for ninety (90) days or less, and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(A) The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance;

(B) No subsequent residence has been identified; and

(C) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(A) Are defined as homeless under any applicable provision of state or federal law, including, without limitation, Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. § 5732a), Section 637 of the Head Start Act (42 U.S.C. § 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. § 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. § 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. § 1786(b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11434a);

(B) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;

(C) Have experienced persistent instability as measured by two moves or more during the sixty (60)-day period immediately preceding the date of applying for homeless assistance; and

(D) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health

conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(A) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(B) Has no other residence; and

(C) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

(r) "Insolvency" shall mean the occurrence of any of the following:

(1) A court having jurisdiction shall have made or entered any decree or order, (i) adjudging IMACA to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of IMACA or seeking any arrangement for IMACA under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or of any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of IMACA in bankruptcy or insolvency or for any of its properties; (iv) or directing the winding up or liquidation of IMACA, if any such decree or order described in this Paragraph (1), shall have continued unstayed or undischarged for a period of ninety (90) calendar days;

(2) IMACA shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or orders of the nature described in the previous Paragraph; or

(3) IMACA shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached, or executed upon shall have been returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution;

(s) "Insolvent" shall mean being in a state of Insolvency.

(t) "Low Income Household," for purposes of this Agreement, means a household with an Adjusted Income that does not exceed sixty percent (60%) of Median Income based upon Actual Household Size.

(u) "Median Income" shall mean the median gross yearly income adjusted for Actual Household Size or Assumed Household Size, as specified herein, in the County, as

published and periodically updated by the California Department of Housing and Community Development (HCD) pursuant to the California Code of Regulations, Title 25, Section 6932, or successor provision. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide the IMACA with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

(v) "Nonprofit" means:

(1) A corporation that is neither organized nor operated for profit, but that is organized and operated for religious, hospital, scientific, or charitable purposes, that typically would qualify for a tax exemption under Section 501(c)(3) of the Internal Revenue Code;

(2) A public agency;

(3) An affiliate of a corporation described in Paragraph (1), which may include any of the following provided that such affiliate is neither organized nor operated for profit:

(A) A limited liability company whose sole or managing member is a corporation described in Paragraph (1), or an affiliate thereof;

(B) A limited partnership whose managing general partner is a corporation described in Paragraph (1), or an affiliate thereof; or

(C) A general partnership, all of whose partners are corporations described in Paragraph (1), or affiliates thereof.

(w) "Note" is defined in Section 5.5.

(x) "Party" and "Parties" are defined in the opening paragraph.

(y) "Property" is defined in Recital C.

(z) "PSA" is defined in Recital D.

(aa) "Purchase Price" shall mean the amount designated as the purchase price in Section 2 of the PSA, not including the amount designated therein as a monitoring fee.

(bb) "Rent" shall mean the total of monthly payments by a tenant for the following: use and occupancy of the Property and associated facilities, including parking; any separately charged fees or service charges assessed by IMACA other than security deposits; the cost of an adequate level of service for utilities paid by the tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable or telephone service; any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than IMACA, and paid by the tenant.

(cc) "Sale" shall mean a voluntary assignment, transfer, or sale of any part of the fee estate in the Property, or of an interest in the Property substantially equivalent to a fee estate. A Sale shall necessarily be a Transfer, but a Transfer may not be a Sale. Any Transfer that merely changes the manner of holding the Property, including a Transfer in trust where IMACA or a wholly owned affiliate thereof is the beneficiary, or a Transfer to a wholly owned affiliate of IMACA, shall not constitute a Sale; provided, however, that in the case of a Transfer to a wholly owned affiliate, IMACA's subsequent loss of a controlling interest in the affiliate shall constitute a Sale. Nothing in this definition is intended to obviate the requirement that all Transfers be approved by the Board, as set forth in Section 5.1.

(dd) "Sales Price" shall mean the cash value of any consideration received by IMACA for a Sale of the Property.

(ee) "Sell" shall mean the act of causing any Sale.

(ff) "Supportive Services" shall mean services designed to facilitate independent living, including intensive case management, medical and mental health care, substance abuse treatment, employment services, and benefits advocacy.

(gg) "Term" shall mean the term of this Agreement, which shall commence on the Effective Date, and shall continue thereafter for a period of fifty-five (55) years.

(hh) "Transitional Housing" shall mean the provision of housing and Supportive Services to Individuals and Families Experiencing Homelessness on a short-term basis (typically less than twenty-four (24) months) to facilitate movement to independent living.

(ii) "Transfer" shall mean, (i) any transfer, assignment, lease, or sale of all or any part of IMACA's interest in the Property, whether voluntary or involuntary, except for the rental of the Property as allowed in Section 2.2; (ii) the recordation of a deed of trust against the Property or otherwise pledging the Property as security or collateral of any kind or nature; or (iii) the filing of any claim of lien against the Property that is not discharged within twenty (20) days unless adequate security acceptable to the County is posted to secure IMACA's interest in the Property against the claim of lien.

Section 1.3 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Legal Description of the Property
- Exhibit B: Insurance Requirements
- Exhibit C: Form of Resale Restriction to Income Qualified Household

ARTICLE 2.  
OCCUPANCY AND USE RESTRICTIONS

Section 2.1 Occupancy Requirements; Occupant Agreement; Services.

(a) Subject to occasional intermittent vacancies, IMACA will ensure that the Property is used at all times to provide Transitional Housing. Transitional Housing occupants will be Individuals and Families Experiencing Homelessness.

(b) IMACA will require each adult occupant of the Property to sign a form of agreement, which, subject to applicable law, shall contain the following terms and conditions:

(1) A statement that the occupant is a licensee and not a tenant;

(2) A statement that the Property is subject to a regulatory agreement restricting occupancy to Individuals and Families Experiencing Homelessness, and that the occupant will no longer qualify to reside in the Property once the occupant is able to transition to permanent housing; .

(3) A statement that the typical length of stay for Transitional Housing is limited to two to five months, and should not normally extend longer than two years;

(4) A statement that the agreement is month-to-month, and may be terminated by IMACA for cause, on 30-days' notice, or such other notice as may be required by law;

(5) A statement that the occupant's household is entitled to exclusive use of one or more assigned bedrooms, which IMACA may enter or inspect pursuant to applicable law, but that common areas may be shared with other residents, and may be entered by IMACA for routine maintenance, inspections, or as necessary to provide Supportive Services;

(6) A statement that the occupant will participate in Supportive Services as appropriate to his or her needs, and will comply with reasonable rules established by IMACA, including, at a minimum those described in Section 4.5 of this Agreement, as well as such limitations on occupancy by guests as IMACA in its reasonable discretion may deem appropriate to prevent nuisance, overcrowding, and residency by unauthorized individuals;

(7) The following information:

(A) The Megan's Law notice described in Civil Code Section 2079.10a;

(B) A copy of the consumer handbook developed by the California Department of Health Services describing the potential health risks from mold, as described in Health & Safety Code Section 26148; and

(C) Information about bed bugs as described in Civil Code Section 1954.603; and



(8) Every notice required by law to be given to occupants.

(c) Before using the form of agreement for the first time, and any time the form of agreement is materially amended, IMACA will provide the County with the form of agreement described in Subsection (b) for the County's review. If the County finds that the agreement does not comply with Subsection (b), it will notify IMACA in writing, and IMACA shall alter the form accordingly unless, after meeting and conferring, the County agrees that the requested change is either unnecessary or undesirable. In all cases, IMACA shall comply, and shall be solely responsible for complying, with all applicable laws in the operation of the Property, and County's acquiescence in, or approval of, the form of agreement, shall not be deemed an approval as to the legal form or sufficiency of the agreement.

(d) IMACA will ensure that the Individuals and Families Experiencing Homelessness receive Supportive Services to assist them in finding suitable, permanent housing as soon as reasonably practicable.

#### Section 2.2 Temporary Rental.

(a) If, at any time, IMACA determines in its reasonable discretion and with County approval that the Property is not needed for Transitional Housing, IMACA may lease the Property on a month-to-month basis to a Low Income Household.

(b) The maximum Rent paid by the Low Income Household shall not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(c) The amount of Rent charged, and the form of the month-to-month lease, shall be approved in advance by the County, provided that the County shall have fifteen (15) days to approve or disapprove the amount of Rent and form of lease, or the same shall be deemed approved. IMACA shall include in the form of lease provisions that, (i) authorize IMACA to terminate the tenancy immediately if the tenant is found to have materially misrepresented its income, (ii) provide for annual income certification as described in Section 3.2, and (iii) provide for nonrenewal of the lease in the event the tenant household no longer qualifies as a Low Income Household upon recertification. Notwithstanding reference to annual income certification in this Subsection, it is understood that generally a short-term lease under this Section should not exceed one year.

(d) To maintain the availability of the Property for Transitional Housing, during any temporary rental pursuant to this Section, IMACA will ensure that the Low Income Household receives Supportive Services to assist it in finding suitable, permanent housing as soon as reasonably practicable.

Section 2.3 Nondiscrimination. IMACA shall not discriminate in its use and operation of the Property on any basis prohibited by federal, state, or local law, including on the basis of race, color, creed, religion, gender, gender identification, sexual orientation, marital or family status, national origin, age (over 40), veteran status, source of income, ancestry, or receipt of federal certificates or vouchers for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. IMACA shall make reasonable

accommodations for persons with disabilities and medical conditions in compliance with all applicable federal, state, or local disability access laws, including the Americans with Disabilities Act, and shall not discriminate against any individual on the basis of a disability or medical condition that is unrelated to the individual's ability to benefit from, or participate in, IMACA's programs and services.

### ARTICLE 3. MONITORING AND REPORTING

Section 3.1 Records. IMACA shall maintain complete, accurate and current records pertaining to the Property, including, without limitation, information and records sufficient to demonstrate that Transitional Housing residents qualify as Individuals and Families Experiencing Homelessness; income certification information described in the next section; proof of all insurance required under Section 4.2; and evidence of payment of all taxes, assessments, property related fees, utility charges, homeowners' association dues, and other charges due and owing on the Property. IMACA shall permit any duly authorized representative of the County to inspect the foregoing records on no less than ten (10) days' notice. All such records shall be maintained in a reasonable condition for proper audit and subject to examination during business hours by representatives of the County. IMACA shall retain copies of all such records for a period of at least five (5) years.

Section 3.2 Income Certification. In the case of any temporary rental under Section 2.2, IMACA shall obtain, complete, and maintain on file, immediately prior to initial occupancy and annually thereafter, income and household size certifications from the applicant or occupying household. IMACA shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking one or more of the following steps as a part of the verification process, (i) obtain three (3) pay stubs for the most recent pay periods; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's or occupying household's current employer; (v) obtain three (3) most recent bank statements for all savings and checking accounts; (vi) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant or occupying household receives assistance from either of such agencies; or (vii) if the applicant or occupying household is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be available to the County upon request, and shall be retained by IMACA for a minimum of five (5) years.

Section 3.3 Additional Information. IMACA shall provide any additional information reasonably requested by the County. The County shall have the right to examine and make copies of all books, records or other documents of IMACA which pertain to any Unit.

Section 3.4 On-site Inspection. The County and its duly authorized representatives shall have the right to perform an on-site inspection of the Property at least one time per year. IMACA agrees to cooperate in such inspection.

ARTICLE 4.  
GENERAL OBLIGATIONS

Section 4.1 Property Maintenance. IMACA shall maintain the Property in good repair and in a clean, safe, and sanitary condition, free from debris, in such a manner so as not to cause or create any nuisance, waste, or conditions of overcrowding, and in accordance all applicable federal, state, and local laws. Included within this obligation, and without limiting the foregoing in any manner, IMACA will not cause, suffer, or allow any person to use the Property to grow or manufacture any controlled substance in violation of federal, state, or local law. IMACA shall also comply with all covenants, conditions, and restrictions applicable to the Property, excluding any provision thereof that is void as against public policy as described in Government Code Section 12956.1.

Section 4.2 Insurance. IMACA shall maintain a standard all risk condominium insurance policy equal to the replacement value of the Property (adjusted every five (5) years by appraisal, if requested by the County), naming the County as an additional insured. Additional insurance requirements are set forth in Exhibit B of this Agreement. IMACA shall provide the County with evidence of required insurance coverage upon request.

Section 4.3 Hazardous Materials. At no time during the Term shall IMACA cause or allow the creation, storage, or release of any Hazardous Material upon, within, or onto the Property.

Section 4.4 Taxes and Other Charges. IMACA shall pay all real and personal property taxes, property related fees, assessments, utility bills, and other charges imposed against the Property at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching, to the Property; provided, however, that IMACA shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event IMACA exercises its right to contest any tax, assessment, or charge against it, IMACA, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. Without limiting the foregoing, IMACA shall pay when due all homeowners' association dues and assessments, and any other charge due under any covenants, conditions, and restrictions applicable to the Property.

Section 4.5 House Rules. IMACA shall establish and enforce reasonable rules with which all occupants of the Property shall agree in writing to abide. These rules shall at a minimum include the following:

(a) Any pets allowed on the Property shall be kept under their owners' control at all times, and in a manner that does not create any nuisance for neighbors (e.g., excessive noise or odors, pets wandering onto neighbors' property without permission, failure to clean up after pets, or keeping wild or dangerous animals); and

(b) Vehicles shall be stored or parked in compliance with any and all homeowners' association rules.

ARTICLE 5.  
LIMITATIONS ON TRANSFER

Section 5.1 County Authorization Required. IMACA shall not cause or permit any Transfer without the approval of the Board. No Sale of the Property shall be allowed except as authorized in this Article.

Section 5.2 Saleable Condition. The Board shall not authorize any Sale unless it determines in its reasonable discretion that the Property is in a good, sanitary, and saleable condition, consistent with the standard for maintenance described in Section 4.1. Upon receipt of a request by IMACA to Sell the Property, the County shall be given a reasonable right of entry to the Property to determine whether there exist any violations of applicable building, plumbing, electric, fire, zoning, or housing codes. If deficiencies are noted, the County shall obtain estimates to cure the observed deficiencies, and IMACA shall cure the deficiencies in a reasonable manner acceptable to the County.

Section 5.3 Sale to Nonprofit. The County shall not unreasonably withhold approval of a Sale by IMACA to a Nonprofit to continue to operate as Transitional Housing. It shall be reasonable for the County to disapprove a Sale if the conditions set forth in Section 5.2 are not met, or if the proposed buyer cannot demonstrate that it has the ability to operate the Property in the manner described in this Agreement. As a condition of sale, the Nonprofit buyer shall enter into a recorded regulatory agreement with the County substantially in the form of this Agreement, which, as determined by the Board in its sole discretion, shall have a term of not less than the unexpired Term and not more than fifty-five (55) years.

Section 5.4 Sale to Income Qualified Household. The County will not unreasonably withhold approval of a Sale by IMACA at an Affordable Housing Cost to a household whose income is not more than one hundred twenty percent (120%) of Median Income adjusted for Actual Household Size ("Income Qualified Household"), who otherwise meets reasonable underwriting standards established by the County in its discretion. It will be reasonable for the Board to disapprove the sale if, (i) it determines in its reasonable discretion that the Property is needed for Transitional Housing, and that one or more suitable Nonprofits is ready, willing, and able to acquire the Property for that purpose on terms that are fair to IMACA; (ii) the proposed buyer is not an Income Qualified Household meeting the County's underwriting criteria, if any, or (iii) the Sales Price is not an Affordable Housing Cost. As a condition of sale, the Income Qualified Household shall enter into a resale agreement with the County substantially in the form attached as Exhibit C, which shall have a term of not less than the unexpired Term and not more than fifty-five (55) years, as determined by the Board in its sole discretion. IMACA's procedures for identifying eligible households and selecting a buyer shall be reasonable and fair to avoid inappropriate favoritism, discrimination, or any appearance thereof.

Section 5.5 Equity Share. In the case of any Sale of the Property, whether or not authorized pursuant to this Article, IMACA shall pay to the County the Equity Share from the proceeds of the Sale, which the County shall use to fund affordable housing programs, initiatives, or opportunities. Concurrently herewith, IMACA shall execute a promissory note (the "Note"), which shall evidence IMACA's obligation to pay the Equity Share. The Note shall

be secured by the Deed of Trust described in Section 7.2. It is noted for reference that the Parties agree that \$190,000 was the market value of the Property as of the date of the PSA.

Section 5.6 County's Option and Right of First Refusal. IMACA shall not Sell the Property without first offering the County the opportunity to purchase the Property at an amount equal to the Purchase Price plus the Improvement Value. Upon its decision to Sell the Property, IMACA shall give the County notice of its intended disposition of the Property. In the case of a Sale to an Income Qualified Household, IMACA need not have identified a specific buyer before providing such notice to the County. Within thirty (30) days of notice, the Board will decide, and will advise IMACA in writing, whether the County will exercise its option rights under this Section. If the County elects to exercise its option rights, the Parties will negotiate a purchase and sale agreement in good faith on fair and reasonable terms, and shall proceed to close escrow on the Property in not more than ninety (90) days from the date of the County's response. Following its purchase, the County shall use the Property for an affordable housing purpose which may include, without limitation, sale or lease to a Nonprofit for Transitional Housing; rental to a Low Income Household; sale to an Income Qualified Household; sale at current market rate to generate funds for affordable housing programs, initiatives, or opportunities; or use as employee housing by a County employee or other public agency employee earning less than Median Income.

#### ARTICLE 6. IMACA'S REPRESENTATIONS AND WARRANTIES

As an essential inducement to the County entering into this Agreement, IMACA hereby represents and warrants to the County as of the Effective Date:

Section 6.1 No Conflicts. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and compliance with the terms of this Agreement, will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, deed of trust, mortgage, loan agreement, or other document or instrument to which IMACA is a party or by which IMACA is bound, or any applicable regulation of any governmental agency, or any judgment, order, or decree of any court having jurisdiction over IMACA or any portion of the Property.

Section 6.2 Due Organization; Consents. IMACA is a California nonprofit public benefit corporation, duly formed, validly existing, and in good standing. All requisite action has been taken by IMACA in connection with entering into this Agreement. No consent of any legislative body, officer, creditor, public authority, or other party is required in connection herewith that has not been obtained.

Section 6.3 Insolvency. IMACA is not Insolvent

Section 6.4 Litigation. There is no litigation or judicial or administrative proceeding pending, or, to IMACA's actual knowledge, threatened, against IMACA that could have a foreseeable and material adverse effect on its ability to carry out the terms and conditions of this Agreement.

ARTICLE 7.  
REMEDIES

Section 7.1 County's Option.

(a) Following any Event of Default, the County shall have an option to purchase the Property from IMACA. The County shall have thirty (30) days after an Event of Default is declared by the County to exercise its option to purchase. Not later than ninety (90) days after the notice is given by the County to IMACA of the County's intent to exercise its option, the County or a designee or assignee thereof shall purchase the Property for the Purchase Price, and title shall be delivered by IMACA to the County or its designee or assignee by grant deed, free and clear of any mortgage or other liens, unless approved in writing by the County or its designee or assignee. IMACA shall permit a final walk-through of the Property by the County or its assignee or designee in the final three (3) days prior to the close of escrow.

(b) Following the County's notice of its intent to exercise its option rights under this Section, the County (or its designee or assignee) shall be given a reasonable right of entry to the Property to determine whether there exist any violations of applicable building, plumbing, electric, fire, zoning, or housing codes. In the event deficiencies are noted, the County shall obtain estimates to cure the observed deficiencies. IMACA shall cure the deficiencies in a reasonable manner acceptable to the County, within sixty (60) days of being notified of the results of the inspection, but in no event later than close of escrow. Should IMACA fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of the County (or its designee or assignee), escrow may be closed, title conveyed, and the sale proceeds paid to IMACA subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by the County) shall be withheld from the money due IMACA and shall instead be released to the County for the purpose of curing such deficiencies. IMACA shall also be liable for any new deficiencies caused by it during escrow following the County's initial inspection.

(c) As an alternative to the County's purchase of the Property, the Parties may agree that IMACA will lease the Property to the County, or to a Nonprofit designated by the County, for \$1.00 per month to operate as Transitional Housing until such time as the Event of Default is cured. The County's willingness to agree to this remedy shall be at its sole and absolute discretion, without prejudice to exercising its purchase option if the Event of Default is not cured within a reasonable period of time.

Section 7.2 Foreclosure. Concurrently with the execution of this Agreement, IMACA will execute a deed of trust and assignment of rents (the "Deed of Trust"), which Deed of Trust will secure both IMACA's obligations under the Note, as well as its performance under this Agreement. The County shall have the right to exercise its power of sale under the Deed of Trust if the County's option rights under Section 7.1 arise and IMACA fails to take prompt and immediate steps to cooperate with the County in the exercise of those rights.

Section 7.3 County Costs. IMACA will reimburse any of the County's costs to enforce this Agreement, including reasonable attorneys' fees, which shall be due and payable

upon demand therefor, at an interest rate equal to the lesser of eight percent (8%) and the maximum legal rate of interest.

Section 7.4 Remedies Cumulative. The remedies provided for in this Article are cumulative of every other right or remedy available to the County at law or in equity, including specific performance, any other remedy specified in this Agreement or any other agreement between the Parties.

ARTICLE 8.  
MISCELLANEOUS

Section 8.1 Covenants to Run With the Land. This Agreement shall bind IMACA and any successor, heir or assign of IMACA, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, for the entire Term, except as expressly released by the County. The Parties hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property; provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement. It is agreed and understood that County would not have conveyed the Property absent the commitment to make the Property available for Transitional Housing for a minimum of fifty-five (55) years.

Section 8.2 Recording and Filing. The Parties shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the official records of the County of Mono.

Section 8.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 8.4 Amendments. This Agreement may be amended only by a written instrument executed by all the Parties hereto or their successors in title, and duly recorded in the official records of the County of Mono.

Section 8.5 Notice. Formal notices, demands, and communications between the County and IMACA shall be in writing and shall be sufficiently given if, and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by facsimile or electronic mail with a copy delivered the following day by reputable overnight delivery service, or delivered personally, to the principal office of the Parties as follows:

County: Mono County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517

Email: [sbarwick@mono.ca.gov]

With copy to: Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

Email: ssimon@mono.ca.gov

IMACA: [Insert]

With copy to: [Insert]

Any of the Parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or communications shall be sent. No Party shall evade or refuse delivery of any notice. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 8.6 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 8.7 Relationship of the Parties. Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and IMACA or its agents, employees, consultants, or contractors, and IMACA shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform under this Agreement. IMACA has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in its performance under the Agreement. IMACA shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security laws, withholding, workers' compensation, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. IMACA shall be solely responsible for its own acts and those of its agents and employees.

Section 8.8 Time of the Essence. In all matters under this Agreement, the Parties agree that time is of the essence.

Section 8.9 Venue. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, or to collect damages as a result of any breach thereof, the venue for such action shall be the Superior Court of the County of Mono.

Section 8.10 Complete Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the matters set forth in this



Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654, as it may be amended from time to time) shall not apply to the interpretation of this Agreement.

Section 8.11 County Approval. Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, or other action by the County is required or permitted under this Agreement that is in substantial compliance with the terms of this Agreement, such action may be given, made, or taken by the County Administrative Officer, or by any person who shall have been designated in writing to IMACA by the County Administrative Officer. The County shall not unreasonably delay in reviewing and approving or disapproving any proposal by IMACA made in connection with this Agreement.

Section 8.12 Indemnification. IMACA will indemnify, defend (without counsel reasonably acceptable to the County), hold harmless (without limit as to amount) County, its board members, officers, employees, and agents (hereinafter collectively, "Indemnitees"), and any of them, from and against all loss, all risk of loss, and all damage (including attorneys' fees and costs) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments, and executions for damages of any and every kind (including, without limitation, hazardous materials claims, claims for wrongful eviction, and claims for relocation assistance), and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner, to this Agreement, except to the extent caused by the gross negligence or willful misconduct of an Indemnitee. The provisions of this Section shall survive expiration or other termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement, and the provisions of this Section shall remain in full force and effect.

Section 8.13 Attorneys' Fees and Costs. In any action brought to interpret or enforce this Agreement, the prevailing Party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be interpreted in accordance with Civil Code Section 1717 and judicial decisions interpreting that statute.

Section 8.14 Assignment. County reserves the right to assign any and all of its rights, powers, available remedies, causes of action, or duties under this Agreement to a Nonprofit capable of monitoring IMACA's performance obligations hereunder.

Section 8.15 Waiver of Requirements. Any of the requirements of this Agreement may be waived expressly by the County in writing, but no waiver by the County of any requirement of this Agreement shall, or be deemed to, be a continuing waiver or extend to or affect any other provision of this Agreement.

Section 8.16 Multiple Originals; Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**COUNTY:**

Mono County, a political subdivision of the State of California

By: \_\_\_\_\_  
Name: Steve Barwick  
Title: County Administrative Officer

**IMACA:**

Inyo Mono Advocates for Community Action, Inc., a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stacey Simon, County Counsel

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION**

PARCEL 1:

AN UNDIVIDED 1/8TH INTEREST IN AND TO LOT 1 OF TRACT NO. 34-07, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM UNITS 1 TO 8, INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN RECORDED APRIL 14, 1981 IN BOOK 1, PAGE 21 OF OFFICIAL RECORDS OF SAID COUNTY, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 22, 1993 IN BOOK 647 PAGE 528 OF OFFICIAL RECORDS.

PARCEL 2:

**UNIT 5** AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

AN EASEMENT FOR INGRESS, EGRESS, INSTALLATION AND MAINTENANCE OF UTILITIES OVER THE SOUTHERLY HALF OF WILLOW AVENUE CONTIGUOUS TO PARCEL 2 OF PARCEL MAP NO. 34-21 AND SHOWN UPON PARCEL MAP NO. 34-21, RECORDED IN BOOK 2, PAGE 59 OF PARCEL MAPS.

APN: 016-195-005-000

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

IMACA shall procure and maintain, during the entire term of This Agreement, or commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims within the scope of IMACA's indemnification obligation under this Agreement:

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

General Liability. A policy of Comprehensive General Liability Insurance which covers all the operations and services within the scope of this Agreement, including operations, property damage, bodily injury (including death), and personal and advertising injury. Such policy shall provide limits of not less than \$5 million (\$5,000,000.00) per claim or occurrence.

Automobile Liability Insurance. A policy of comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1 million (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft.

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

Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by the County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials,

officers, employees, agents, and volunteers; or IMACA shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

Subcontractors. IMACA shall require and verify that all subcontractors performing services under this Agreement maintain insurance (including Workers' Compensation) meeting all the requirements stated herein (except as approved by the County's risk manager in writing) and that County is an additional insured on insurance required of subcontractors.

**EXHIBIT C**  
**FORM OF RESALE RESTRICTION**  
**TO INCOME QUALIFIED HOUSEHOLD**



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546  
Attn: Stacey Simon\_\_\_\_\_

No fee for recording pursuant to  
Government Code Sections 27383 and 27388.1

*(Space above for Recorder's Use)*

**BUYER'S OCCUPANCY AND RESALE RESTRICTION AGREEMENT  
WITH OPTION TO PURCHASE**

**COUNTY OF MONO  
(Birch Creek Condo, 40 Willow Avenue Unit No. 5 )**

Owner: \_\_\_\_\_  
Sales Price at Original Purchase ("Owner's Base  
Price"): \$ \_\_\_\_\_**.00**

This Buyer's Occupancy and Resale Restriction Agreement with Option to Purchase (this "Agreement") is entered into as of this \_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the County of Mono, a political subdivision of the State of California (the "County") and \_\_\_\_\_, as \_\_\_\_\_ [insert type of ownership interest e.g. joint tenancy] (the "Owner").

**RECITALS**

A. Owner intends to purchase the property located in the County of Mono, State of California, more particularly described in Exhibit A attached hereto and incorporated herein (the "Home").

B. The Home originally was acquired by the County through a housing mitigation requirement for the Highlands Specific Plan and Tentative Tract Map. It was subsequently sold by the County to Inyo Mono Advocates for Community Action, Inc., a California nonprofit public benefit corporation ("IMACA"), to provide transitional housing. IMACA acquired the Home subject to a Regulatory Agreement and Declaration of Restrictive Covenants with Option and Right of First Refusal dated as of \_\_\_\_\_, 20\_\_, and recorded in the Official Records of Mono County as Document No. \_\_\_\_\_ (the "Regulatory Agreement"). The Regulatory Agreement restricted the use and resale of the Home. Specifically, IMACA was limited to selling the Home to another nonprofit organization to operate as transitional housing,

or at an affordable cost to a household with an income of not more than one hundred twenty percent (120%) of Area Median Income adjusted for household size ("Income Eligible Household"). Owner is an Income Eligible Household.

C. On [date] IMACA and Owner entered into a purchase and sale agreement pursuant to which IMACA agreed to sell, and Owner agreed to buy, the Home at an affordable housing cost. Pursuant to the Regulatory Agreement, the County's Board of Supervisors approved the sale on [date]. Pursuant to the Regulatory Agreement, Owner is required to enter into this Agreement as a condition of purchase and sale of the Home.

D. The purpose of this Agreement is to place resale controls on the Home and to require the payment of any Excess Sales Proceeds or Excess Rental Proceeds to the County. This Agreement also provides the County an option to purchase the Home at a restricted price, given in consideration of the economic benefits to Owner resulting from purchase of the Home at a below market price under the Regulatory Agreement. This Agreement is accompanied by a promissory note from Owner to the County (the "County Note") pursuant to which Owner agrees to pay any Excess Rental Proceeds or Excess Sales Proceeds to the County.

E. Owner is receiving a first mortgage loan (the "First Mortgage Loan") from \_\_\_\_\_ (the "First Lender"). The First Mortgage Loan is secured by a deed of trust executed by Owner in favor of First Lender and recorded in the County of Mono concurrently with this Agreement (the "First Mortgage Deed of Trust"). This Agreement and the accompanying County Note shall be secured by a deed of trust on the Home (the "County Deed of Trust"), to be recorded concurrently with this Agreement. This Agreement and the County Deed of Trust shall be subordinate to the lien of the First Mortgage Deed of Trust, as stated in Section 9 below.

NOW, THEREFORE, in consideration of the benefits received by Owner and the County hereunder, Owner and the County agree, as follows:

Section 1. **Occupancy as Principal Residence.** Owner will occupy the Home as Owner's principal residence and will not rent or lease the Home or part thereof without the prior written approval of the County, subject to Section 2 below. Owner shall be considered as occupying the Home as a principal residence if Owner lives in the Home for at least ten (10) months out of each calendar year. Upon the County's request from time to time, Owner shall provide an affidavit to County certifying that the Home is Owner's principal residence and shall provide such documents as the County may reasonably require to verify compliance with the requirements of this Section. Owner's failure to occupy the Home as Owner's principal residence shall constitute a Default under this Agreement giving rise to the County to exercise its Option to purchase the Home.

Section 2. **Rental of the Home.** The County shall approve the renting or leasing of the Home only if all of the following conditions are met, (i) the term of the rental or lease is not greater than twelve (12) months and cannot be extended without County approval; (ii) Owner demonstrates to the County's reasonable satisfaction that Owner will incur substantial hardship if he or she is not permitted to rent or lease the Home to a third party; (iii) the tenant's household income is not more than sixty percent (60%) of Area Median Income adjusted for actual

household size, as certified to the county; and (iv) the rent for the Home is not more than one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of Area Median Income adjusted for an assumed household size of three persons ("Affordable Rent"). Any rental or lease of the Home in violation of this Agreement is prohibited, and shall be a default under this Agreement and the County Deed of Trust. The Owner further agrees that, in the event the Owner rents or leases the Home to a third party in violation of this Section, any excess rents ("Excess Rental Proceeds") paid to the Owner by the lessee over the Affordable Rent shall be due and payable to the County immediately upon receipt thereof by the Owner. Such Excess Rental Proceeds shall be considered a recourse debt of the Owner to the County, as evidenced by the County Note, which the County may collect by legal action against the Owner, including by foreclosure under the County Deed of Trust. As used in this Agreement "Area Median Income" means the area median income for Mono County, California, as determined by the United States Department of Housing and Urban Development ("HUD") and as published from time to time by the State of California Department of Housing and Community Development ("HCD") in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093.

Section 3. **Covenant Running with the Land.** The terms and conditions set forth herein are intended to run with the land and shall bind Owner and all successors, heirs, and assigns, unless and until expressly superseded by a subsequently recorded agreement. These terms and conditions shall be made part of each deed subsequently recorded and shall bind each successor in interest for a term of [insert term approved by Board of Supervisors] years from the date of recordation of this Agreement. This Agreement and the covenants contained herein shall survive delivery of any grant deed conveying the Home. All subsequent purchasers of the Home will be required to execute a resale restriction substantially in the same form as this Agreement for a term to be determined by the County's Board of Supervisors of not more than the term of this Agreement. Said resale restriction shall be accompanied by a note and deed of trust substantially in the form of the County Note and County Deed of Trust.

Section 4. **Warranty.** Owner hereby represents and warrants to the County that the financial and other information Owner provided to the County for the purpose of qualifying to purchase the Home was accurate and complete at the time it was given, and remains true and correct as of the date of this Agreement. Owner further understands that any material misstatement or misrepresentation shall be deemed to be a material breach of this Agreement and shall be grounds for declaring a Default, terminating Owner's rights in the Home, and/or seeking any other such relief and remedies available at law or in equity as may be appropriate under the circumstances.

Section 5. **Refinance.** For purposes of this Agreement, "Refinance" shall mean any voluntary or involuntary, refinancing, encumbering, or other hypothecation of the Home, including without limitation, any encumbrance of the Home by a mortgage or deed of trust that is recorded after this Agreement. Any Refinance of the Home will be subject to the conditions set forth in this Agreement.

(a) **Request to Refinance.** Owner shall not cause or permit any Refinance of the Home or any interest therein, to any person or entity without first giving advance written notice to the County ("Request to Refinance") and obtaining the County's written consent. The

Request to Refinance shall provide the name and address of the lender, and the proposed terms of the encumbrancing, refinancing, or hypothecation. Under no circumstances may Owner encumber, refinance, or otherwise hypothecate the Home for an amount in excess of one hundred percent (100%) of the then-current permitted Purchase Price (as defined in Section 8 below).

(b) County's Rights. Within sixty (60) days following receipt of a Request to Refinance, the County may, in its sole discretion, either, (i) provide written notice of consent to the Refinance, which consent shall be consistent with the County's goal of creating, preserving, maintaining, and protecting housing for persons of moderate income, or (ii) provide written notice of denial of the Request to Refinance.

Section 6. **Sale Procedure**. Any sale or transfer of any interest in the Home ("Sale") will be subject to the conditions set forth in this Agreement.

(a) Request to Sell. Owner shall not cause or permit any Sale of the Home or any interest therein, to any person or entity without first giving advance written notice to the County by delivering a written request to sell ("Request to Sell"), and providing the County with a thirty (30) day opportunity to exercise its Option to purchase the Home pursuant to Section 8 hereof. The Request to Sell shall provide the proposed sale price and terms, consistent with the requirements of this Agreement.

(b) County's Rights. Within sixty (60) days following receipt of the Request to Sell, the County (or the County's designee or assignee, if applicable) may, in its sole discretion, provide written notice of exercise of its Option, or provide written waiver of the Option.

(c) Sale to Third Party. If Owner has complied with the requirements above, and if the County provides written waiver of the Option to Purchase, Owner may sell the Home to a third party if all of the following conditions are satisfied to the County's reasonable satisfaction:

(i) Occupancy. The prospective buyer must certify that the buyer will occupy the Home as buyer's principal residence.

(ii) Income. The prospective buyer shall be an Income Eligible Household.

(iii) Price. The sale price may not exceed the permitted Purchase Price as determined pursuant to Section 8 hereof.

(iv) Excess Proceeds Note and Performance Deed of Trust. The buyer must execute any documents as required by County pursuant to the County's affordable housing program, which shall, at a minimum, include the documents referenced in Section 3 above.

Section 7. **Foreclosure.**

(a) **Exercise of County Option.** The recording by any lienholder of any notice of default, or notice of sale pursuant to Civil Code Section 2924 *et seq.* (as such may hereafter be amended or replaced), shall constitute a Request to Sell hereunder, and the County (or its designee or assignee) may exercise its preemptive Option pursuant to the provisions of this Agreement; provided, however, that the County (or its designee or assignee), must complete such purchase no later than the end of the period established by California Civil Code Section 2924c for reinstatement of a monetary default under the deed of trust of mortgage.

(b) **Right to Cure.** In the event of Owner's default under a deed of trust or mortgage, the County (or its designee or assignee) shall have the same right as Owner to cure defaults and redeem the Home prior to foreclosure sale. Such redemption shall be subject to the same fees, charges and penalties which would otherwise be assessed against Owner. Nothing herein shall be construed as creating any obligation on the part of the County to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

(c) **Surplus Funds.** In the event the County (or its designee or assignee) does not exercise the Option, and a foreclosure sale is consummated, any surplus proceeds from such sale to which Owner might otherwise be entitled following foreclosure under California law, shall be paid as follows, (i) after any payment of encumbrances as required by law, that portion of the surplus, if any, up to but not exceeding the net amount that Owner would have received had the County exercised its Option to purchase the Home on the date of the foreclosure sale, shall be paid to Owner; and (ii) the balance of the surplus, if any, shall be paid to the County.

Section 8. **County Option to Purchase.** The County is hereby given an option to purchase the Home (the "Option," or the "County Option"), under the conditions and upon the terms set forth in this Agreement.

(a) **Circumstances Giving Rise to the County Option.** The Option shall be exercisable upon the occurrence of any of the following, (i) Owner delivers a Request for Sale to the County; (ii) a notice of default or notice of sale is recorded against the Home by any lienholder; (iii) a Prohibited Transfer, as defined in Section 10 of this Agreement, occurs and continues in effect beyond the cure period specified in said Section 10; (iv) Owner fails to occupy the Home as Owner's principal residence and such failure continues for a period of thirty (30) days following written notice of default from County; or (v) a Default arises under any other provision of this Agreement and continues beyond any applicable cure period.

(b) **Purchase Price.** The purchase price for the Home ("Purchase Price") that shall apply for both the exercise of the Option and for any Sale of the Home to a third-party shall be fixed at the lower of the Fair Market Value or the Indexed Price, determined as follows:

(i) **Fair Market Value.** The fair market value of the Home ("Fair Market Value") shall be determined as follows: the County or its designee shall have an appraisal of the Home conducted by a neutral professional appraiser of its choice. Owner may

also have an appraisal of the Home conducted by a neutral professional appraiser of Owner's choice. If agreement cannot be reached, the average of the two appraisals shall be deemed to be the Fair Market Value of the Home.

(ii) Indexed Price. The Indexed Price shall equal the Owner's Base Price, increased by the percentage increase (if any) in the Area Median Income between the Effective Date and the date that the County receives a written Request to Sell or the date such other circumstance described in Subsection (a) above occurs, thereby giving rise to the County's Option.

(iii) Adjustments to Indexed Price. The Indexed Price shall be further adjusted for Property improvements and deferred maintenance as follows:

(1) Improvements. The Indexed Price shall be increased by the then-current value of any reasonable substantial structural or permanent fixed improvements made to the Home, provided such improvements were performed with prior written approval from the County. No price adjustment will be made except upon presentation to the County of written documentation of all expenditures made by Owner for which an adjustment is requested. In the event that the parties do not agree upon the value of improvements, such value will be established by appraisal conducted in accordance with Paragraph (i) above, with the cost of the appraisal to be borne by Owner.

(2) Deferred Maintenance. The Indexed Price shall be decreased by an amount to compensate for deferred maintenance costs, which amount shall be determined in the following manner. Upon receipt of Owner's Request to Sell or such other event giving rise to the County's Option, the County (or its designee or assignee) shall be given a reasonable right of entry to the Home to determine whether there exist any violations of applicable building, plumbing, electric, fire, zoning, or housing codes. In the event deficiencies are noted, the County shall obtain estimates to cure the observed deficiencies. Owner shall cure the deficiencies in a reasonable manner acceptable to the County, within sixty (60) days of being notified of the results of the inspection, but in no event later than close of escrow. Should Owner fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of the County (or its designee or assignee), escrow may be closed, title conveyed, and the sale proceeds paid to Owner subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by the County) shall be withheld from the money due Owner and shall instead be released to the County for the purpose of curing such deficiencies.

(c) Escrow. If the County exercises its Option, escrow shall be opened within seven (7) days after delivery of written notice of the exercise of the Option. Escrow shall close within ninety (90) days after the opening of escrow.

(d) Disclosures. If the County exercises its Option, Owner shall provide the County (or its designee or assignee) with all disclosures regarding the Home as required by law within seven (7) days after the notice of exercise of the Option has been delivered to Owner. The County's review and approval of the condition of the Home is a contingency of the County's purchase. If the condition of the Home is unacceptable, the County shall have thirty (30) days

following receipt of all disclosures to cancel the purchase by providing written notice to Owner. If the County does not provide written notice of cancellation then this contingency shall be deemed waived.

(e) Title. Title to the Home shall be conveyed by grant deed, free of all monetary liens and encumbrances. All property taxes, assessments and homeowner dues shall be paid current by Owner through the close of escrow.

(f) Closing Costs. Closing costs and title insurance shall be paid pursuant to the custom and practice in the County at the time of the opening of such escrow.

(g) Occupancy. Owner shall vacate the Home and deliver possession to the County upon close of escrow.

Section 9. **Subordination**. This Agreement shall be subordinate to the First Mortgage Deed of Trust, provided the First Lender is a federally or state chartered bank or savings and loan association qualified to do business in the State of California. The parties acknowledge and agree that this Agreement is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage Deed of Trust.

Section 10. **Prohibited Transfer**. Any voluntary or involuntary transfer, lease, rental, sale, encumbrance, or refinancing of the Home in violation of the terms of this Agreement shall be deemed a "Prohibited Transfer." Upon receiving notification of a Prohibited Transfer, the County may give written notice to Owner, specifying the nature of the Prohibited Transfer. If the violation is not corrected to the satisfaction of the County within ten (10) days after the date of the notice or within such further time as the County determines is necessary to correct the violation, the County may declare a Default under this Agreement, thereby giving rise to the County's Option.

Section 11. **Permitted Transfers**. The following transfers of title to the Home or any interest therein are not Prohibited Transfers and are not subject to the Option to Purchase provisions of this Agreement, provided the transfer is to Owner's spouse, registered domestic partner, or issue, and provided that all covenants in this Agreement shall continue to run with the title to the Home following any such transfer, (i) by gift, (ii) by marriage, (iii) by divorce, (v) by devise, (vi) by inheritance, or (vi) by right of survivorship. Without limiting the foregoing, all terms and conditions set forth in this Agreement, including without limitation, the prohibition on rental or leasing of the Home, the continuation of the County's Option, and the continuation of restrictions upon the sale or refinancing of the Home, shall continue to apply following any transfer permitted under this Section.

Section 12. **Default**. Owner's breach of any term, covenant or obligation under this Agreement or under the County Note or County Deed of Trust, including without limitation, a Prohibited Transfer or Owner's failure to occupy the Home as Owner's principal residence, shall be deemed a "Default" hereunder; provided that, except as otherwise specified herein, and except in the case of any failure to pay any amount due to the County as soon as the amount becomes due and payable, a breach of this Agreement shall not constitute a default unless Owner has been given notice and a reasonable opportunity to cure the breach of not less than thirty (30) days or

such other time as the County may reasonably determine is needed to effectuate a cure. The County's remedies for a Default include, but are not limited to, (i) exercise of the County Option; (ii) specific performance, (iii) an injunctive or declaratory relief, (iv) damages, (v) attorneys' fees, and/or (vi) exercise of the County's power of sale under the County Deed of Trust. Each of the remedies provided herein is cumulative and not exclusive, and County may exercise from time to time any rights and remedies available to it at law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

Section 13. **Distribution of Insurance and Condemnation Proceeds.** In the event that the Home is partially or totally destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild, or in the event of condemnation if proceeds thereof are distributed to Owner, or in the event of termination of any applicable homeowner's association and distribution of the assets of the association to the members thereof, including Owner, any surplus proceeds so distributed remaining after payment of encumbrances of said Property shall be distributed as follows, (i) that portion of the surplus up to but not to exceed the net amount that Owner would have received under the formula set forth in Section 8 above had County exercised its Option to Purchase the Home on the date of the destruction, condemnation valuation date, or liquidation, shall be distributed to Owner, (ii) and the balance of such surplus, if any, shall be distributed to County or its successors or assigns.

Section 14. **Payment to County of Excess Sales Proceeds.** If a Prohibited Transfer of the Home occurs, Owner shall immediately pay the Excess Sales Proceeds to the County. For purposes of this Agreement, "Excess Sales Proceeds" shall mean the amount by which the gross sales proceeds paid for the Home by the new purchaser exceeds the Purchase Price for the Home as determined pursuant to Section 8 above. This amount shall be a debt of Owner to County and the County, further evidenced by the County Note and secured by the County Deed of Trust. Owner acknowledges that the County shall have no obligation to cause reconveyance of this Agreement or of the County Deed of Trust until the Excess Sales Proceeds are paid to County and the County. The parties acknowledge that the formula for calculation of the amount of Excess Sales Proceeds due from Owner to the County is intended to cause Owner to receive the same net sales proceeds from sale of the Home at an unrestricted price to a market purchaser (in violation of this Agreement) as Owner would receive from sale of the Home to County (or to the County's designee or assignee) pursuant to the County's Option.

Section 15. **Notices.** In every case when, under the provisions of the Agreement, it shall be necessary or desirable for one party to serve any notice, request, demand, report or other communication on another party, the same shall be in writing and shall not be effective for any purpose unless served, (i) personally; (ii) by independent, reputable, overnight commercial courier; or (iii) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested; addressed as follows:



To Owner: [Insert]

Mono County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517

Email: sbarwick@mono.ca.gov

With copy to: Mono County Counsel  
P.O. Box 2415  
Mammoth Lakes, CA 93546

Email: ssimon@mono.ca.gov

Any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of delivery thereof.

Section 16. **Successors Bound.** The terms of the Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 17. **Attorneys' Fees and Costs.** If any legal action is filed that arises out of the terms of this Agreement, or the interpretation or enforcement thereof, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred therein.

Section 18. **No Third-Party Beneficiaries.** This Agreement shall not benefit or be enforceable by any person or entity other than the County, Owner, and their respective successors and assigns. There are no third-party beneficiaries to this Agreement.

Section 19. **Entire Agreement.** This Agreement, together with the County Deed of Trust and the County Note, sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreement with respect thereto.

Section 20. **Amendments; No Waiver.** This Agreement may be modified or amended only by a written instrument duly executed by all parties hereto. Any waiver of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by a party to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by a party at any time to require strict performance of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

Section 21. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall

continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

Section 22. **Controlling Law and Venue.** The terms of the Agreement shall be interpreted under the laws of the State of California without regard to principles of conflict of laws. The Agreement was entered into and is to be performed in the County of Mono, which is the exclusive venue for any action or dispute arising out of said Agreement.

Section 23. **Captions.** All captions and headings in the Agreement are for the purposes of reference and convenience and shall be disregarded for all other purposes, including the construction or enforcement of any of provisions thereof.

Section 24. **Joint and Several.** The obligations of each party comprising Owner shall be joint and several.

Section 25. **Time of the Essence.** Time is of the essence with regard to all matters contained in the Agreement.

Section 26. **Further Assurances.** The parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement

Section 27. **Parties Not Co-Venturers; No Agency Relationship.** Nothing in this Agreement is intended to or shall establish the parties as partners, co-venturers, or principal and agent with one another. The relationship of Owner and the County shall not be construed as a joint venture, equity venture, partnership or any other relationship. The County does not undertake nor assume any responsibility or duty to Owner (except as expressly provided in this Agreement) or to any third party with respect to the Home.

Section 28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

*[Signatures on Following Page]*

IN WITNESS THEREOF, Owner and the County have executed this Agreement as of the Effective Date.

COUNTY:

OWNER:

COUNTY OF MONO,  
a political subdivision of the State of  
California

By: \_\_\_\_\_  
Name: Steve Barwick  
Title: County Administrative Officer  
\_\_\_\_\_

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

ATTEST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
Name: Stacey Simon \_\_\_\_\_  
Title: County Counsel \_\_\_\_\_



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Legal Description**

PARCEL 1:

AN UNDIVIDED 1/8TH INTEREST IN AND TO LOT 1 OF TRACT NO. 34-07, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGE 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM UNITS 1 TO 8, INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN RECORDED APRIL 14, 1981 IN BOOK 1, PAGE 21 OF OFFICIAL RECORDS OF SAID COUNTY, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JUNE 22, 1993 IN BOOK 647 PAGE 528 OF OFFICIAL RECORDS.

PARCEL 2:

UNIT 5 AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

AN EASEMENT FOR INGRESS, EGRESS, INSTALLATION AND MAINTENANCE OF UTILITIES OVER THE SOUTHERLY HALF OF WILLOW AVENUE CONTIGUOUS TO PARCEL 2 OF PARCEL MAP NO. 34-21 AND SHOWN UPON PARCEL MAP NO. 34-21, RECORDED IN BOOK 2, PAGE 59 OF PARCEL MAPS.

APN: 016-195-005-000



R19-\_\_

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING SALE OF 40 WILLOW AVENUE, UNIT NO. 5, JUNE  
LAKE (APN 016-195-005-000) PURSUANT TO GOVERNMENT CODE  
SECTION 26227, AUTHORIZING THE COUNTY ADMINISTRATIVE  
OFFICER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND  
REGULATORY AGREEMENT WITH INYO MONO ADVOCATES FOR  
COMMUNITY ACTION, INC., AND FINDING THAT THE SALE IS  
EXEMPT FROM REVIEW UNDER THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTIONS 15061  
AND 15301 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT  
GUIDELINES**

**WHEREAS**, the County owns a condominium unit located at 40 Willow Avenue, Unit No. 5, in June Lake, California, Assessor's Parcel Number 016-195-005-000 (the "Property"), which originally was acquired by the County through a housing mitigation requirement for the Highlands Specific Plan and Tentative Tract Map; and

**WHEREAS**, the Eastern Sierra Continuum of Care is a coalition of service providers in Alpine, Inyo, and Mono Counties established in 2014 to seek funding for, and to implement strategies to, assist people experiencing homelessness; and

**WHEREAS**, Inyo Mono Community Advocates, Inc., a California nonprofit public benefit corporation ("IMACA") is the collaborative applicant and administrative entity for the Continuum of Care, and may contract with other agencies and organizations, including the County, for services and projects which help meet the community's needs; and

1           **WHEREAS**, IMACA desires to purchase the Property from the County for transitional  
2 housing, which use is consistent with the purpose for which the County acquired the Property;  
3 and

4           **WHEREAS**, IMACA has identified funding sources for this purpose, including funds  
5 from the Homeless Emergency Aid Program block grant from the California Business,  
6 Consumer Services, and Housing Agency, which provides a flexible source of funding to address  
7 emergency solutions for homelessness; and

8           **WHEREAS**, there is a lack of, and need for, transitional housing within the County, and  
9 the Board of Supervisors desires to sell the Property to IMACA below market value and subject  
10 to a regulatory agreement to ensure that the Property is used for a period of at least fifty-five (55)  
11 years for transitional housing or other affordable housing opportunities, as specified in the  
12 regulatory agreement; and

13           **WHEREAS**, Government Code Section 26227 authorizes the Board of Supervisors to  
14 sell County property to a nonprofit entity to provide programs to meet the community's social  
15 needs; and

16           **WHEREAS**, the act of selling the Property will not have a significant impact on the  
17 environment because transitional housing is a permitted use of the Property under applicable  
18 zoning, the use of the Property will not change substantially as a result of the sale, no  
19 earthmoving activity or construction is a reasonably foreseeable consequence of the sale, and the  
20 project does not implicate any of the circumstances describe in California Environmental Quality  
21 Act ("CEQA") Guidelines Section 15300.2; and

22           **WHEREAS**, at its regular meeting on October 8, 2019, and pursuant to the duly  
23 published and posted agenda for the meeting, the Board of Supervisors considered the purchase  
24 and sale agreement, the regulatory agreement, the staff report, and other materials presented to it,  
25 and heard any comments from members of the public wishing to speak for or against the sale of  
26 the Property.

27           **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors as follows:  
28  
29  
30  
31  
32



1           **Section 1.** The Board of Supervisors hereby finds that:

- 2           (a) The foregoing recitals are true and correct;
- 3           (b) The sale of the Property on terms described in the recitals above and in the Staff
- 4                 Report is in the best interests of the County, and is authorized pursuant to, and meets
- 5                 the criteria set forth in Government Code Section 26227;
- 6           (c) The sale is exempt from review under CEQA pursuant to CEQA Guidelines Sections
- 7                 15061(b)(3) (Common Sense Exemption) and 15301 (Existing Facilities Exemption).

8           **Section 2.** The Board of Supervisors approves the sale of the Property on terms

9           described in the recitals above and in the Staff Report.

10           **Section 3.** The Board of Supervisors authorizes the County Administrative Officer or

11           designee ("CAO") to execute the purchase and sale agreement and regulatory agreement on

12           behalf of the County in substantially the form attached to the Staff Report, subject to such

13           nonsubstantive or minor modifications or amendments as may be necessary to complete the

14           transactions contemplated thereby, and subject further to approval as to form by County Counsel.

15           **Section 4.** The CAO shall execute such other instruments, and shall take any and all

16           other action, as may be reasonably necessary to complete the sale of, and to close escrow on, the

17           Property, including, without limitation, causing a notice of exemption to be filed with the Mono

18           County Clerk-Recorder pursuant to CEQA Guidelines Section 15062.

19           **Section 5.** The Clerk of the Board of Supervisors is hereby designated as the custodian

20           of documents and any other materials that constitute the record of proceedings upon which the

21           decisions herein are based. These documents may be found at the office of the Clerk of the

22           Board of Supervisors.

23           **Section 6.** This resolution shall take immediate effect upon adoption.

24           **PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of October 2019, by the following

25           vote, to wit:

26           **AYES:**

27           **NOES:**

28           **ABSENT:**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**ABSTAIN:**

\_\_\_\_\_  
Stacy Corless, Vice-Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

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