



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA
93546

Regular Meeting March 21, 2023

TELECONFERENCE INFORMATION

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

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.
Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/82486430225> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 824 8643 0225.

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

To join the meeting by telephone: Dial (669) 900-6833, then enter Zoom Webinar ID 824 8643 0225. To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting: https://monocounty.granicus.com/MediaPlayer.php?publish_id=c990fc2b-61b3-451f-a38e-a0074e365b18

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

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS

A. Proclamation Recognizing Don Nunn for his years of County Service

Departments: Public Works

10 minutes

(Paul Roten, Public Works Director) - Recognition of Don Nunn, Public Works Maintenance Work Order Tech, for his 14 years of service with Mono County.

Recommended Action: Approve proclamation in appreciation and recognition of Don Nunn.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the December 2022 meetings.

Recommended Action: 1. Approve the Board minutes from the December 6, 2022 regular meeting. 2. Approve the Board minutes from the December 13, 2022 regular meeting. 3. Approve the Board minutes from the December 20, 2022 regular meeting.

Fiscal Impact: None.

B. Claim for Damages - Donovan Bernard

Departments: Risk Management

On 2/21/2023 the County of Mono received a claim for damages related to an Eastern Sierra Transit Authority (ESTA) vehicle accident on 11/16/2022 at the Lancaster Metrolink Station in Lancaster, CA. This claim is misdirected, as ESTA is a separate legal entity from Mono County.

Recommended Action: Deny the claim submitted by West Coast Trial Lawyers on behalf of Donovan Bernard, and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denial.

Fiscal Impact: None.

C. County Medi-Cal Administrative Activities (CMAA) / Targeted Case Management (TCM) Host Entity Agreement Between the County of Santa Cruz and County of Mono

Departments: Public Health

Proposed contract with the County of Santa Cruz pertaining to County-Based Medi-Cal Administrative Activities (CMAA) / Targeted Case Management (TCM) Agreement.

Recommended Action: Approve, and authorize the Interim Public Health Director to sign, contract with County of Santa Cruz for County-Based Medi-Cal Administrative Activities (CMAA) / Targeted Case Management (TCM) Administration Services for the period July 1, 2022 through June 30, 2025.

Fiscal Impact: There is no impact to the County General Fund. Fiscal Year 2022-23 \$500 one-time fee to join the County Based Medi-Cal Administration Activities (CMAA) / Targeted Case Management (TCM) Consortium. Annual participation fee calculated based on the proportionate share percentage of CMAA/TCM county-revenue received compared to the total of all CMAA/TCM LGA revenue received.

D. Public Health Department County Medi-Cal Administrative Activities (CMAA) Participation Agreement Effective July 1, 2021

Departments: Public Health

Proposed contract with the State of California, Department of Health Care Services pertaining to the Participation Agreement between the Department of Health Care Services and the County of Mono for participation in the County Medi-Cal Administrative Activities program under California's Medi-Cal program. The proposed contract will replace current Contract 21-10014 A01.

Recommended Action: Approve, and authorize the Interim Public Health Director to sign, contract with the State of California, Department of Health Care Services pertaining to the Participation Agreement between the Department of Health Care Services and the County of Mono for participation in the County Medi-Cal Administrative Activities program under California's Medi-Cal program. The contract will remain in effect until terminated by either party.

Fiscal Impact: There is no fiscal impact to the County General Fund. As allowable activities occur, funding can be drawn down under the Participation Agreement for allowable costs associated with assisting the Department of Health Care Services in administration of the Medi-Cal Program.

E. SB54 Advisory Board Appointment Letter of Recommendation

Departments: Clerk of the Board

The Plastic Pollution Prevention and Packaging Producer Responsibility Act ("SB 54") requires the Director of the Department of Resources Recycling and Recovery (CalRecycle) to appoint a producer responsibility advisory board by July 1, 2023 for the purpose of identifying barriers and solutions to creating a circular economy and advising the department, producers, and producer responsibility organizations in the implementation of this new law. This item presents a letter of recommendation to CalRecycle SB 54 Implementation Team for the appointment of Kendra Knight to the SB54 Advisory Board.

Recommended Action: Approve the letter as presented.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

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

A. Letter to United States Postal Service Regarding June Lake, Lee Vining and Bridgeport Post Offices

Departments: Clerk of the Board

10 minutes

A letter signed by Board Chair Duggan to the United States Postal Service Board of Governors, regarding the ongoing crisis within Mono County with respect to residents' access to mail service.

Recommended Action: None, (informational only).

Fiscal Impact: None.

B. Letter in Support of Application for Grant Funds for Campground Improvements

Departments: Clerk of the Board

10 minutes

Letter of support for the Mammoth Lakes Trails and Public Access Foundation (MLTPA) and its funding proposal to the Sierra Nevada Conservancy's Vibrant Recreation and Tourism Grant Program for support of the "Eastern Sierra Campground Improvements" project as recommended by the Eastern Sierra Sustainable Recreation Partnership (ESSRP) and its Sustainable Recreation and Tourism Initiative (SRTI). This letter was executed by Chair Duggan pursuant to the County's approved Legislative Platform.

Recommended Action: None, (informational only).

Fiscal Impact: None.

7. REGULAR AGENDA - MORNING

A. Winter Storm Update

Departments: Emergency Management

45 minutes

(Chris Mokracek, Director of Emergency Management) - Presentation by Chris Mokracek providing an update on the impacts of and response to the current winter storms.

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

Fiscal Impact: None.

B. County Fees - Workshop

Departments: CAO, Finance

45 minutes

(Mary Booher, Acting County Administrative Officer; Janet Dutcher, Finance Director) - The County engaged Willdan Financial Services to identify and calculate the cost of county services, including specifically the County's current total cost of providing each service. Willdan has completed the fee study and will guide a discussion about their methodology and inputs used in making the calculations, the results of the fee study, recommendations regarding the Board's authority to subsidize fees at less than full cost, and next steps towards adopting an updated master fee schedule in time for the FY 2023-24 budget.

Recommended Action: Receive a Countywide Fee Study report and presentation prepared by Willdan Financial Services. Provide direction to staff to coordinate the next steps and return for consideration of approval and implementation of the Countywide Fee Study.

Fiscal Impact: None today. The fee study, once implemented, will result in an increase of unknown amount of revenue in the FY 2023-24 budget.

C. 2022 Mono County Child Care Needs Assessment

Departments: Mono County Child Care Council

30 minutes

(Kevin Lian, Mono County Child Care Council Program Coordinator) - Request for approval of the 2022 Mono County Child Care Needs Assessment, conducted to assess current and future child care needs in Mono County in preparation for updating the strategic plan for the Mono County Child Care Council.

Recommended Action: Approve 2022 Mono County Child Care Needs Assessment to submit to the California Department of Education.

Fiscal Impact: None.

D. Update from Regional Broadband Coordinator on FCC Broadband Map and Federal Affordable Connectivity Program

Departments: CAO

15 minutes

(Scott Armstrong, Regional Broadband Coordinator) - Presentation from Scott Armstrong, Regional Broadband Coordinator with the Eastern Sierra Council of Governments, regarding: 1) the need for residents and business owners to verify their Internet service availability and locations; and 2) the availability of a Federal Affordable Connectivity Program that can help low-income households pay for broadband service and internet-connected devices.

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

Fiscal Impact: None.

E. Grant Agreement to Mammoth Lakes Housing (MLH) for the Innsbruck Lodge Affordable Housing Project and Appropriations Increase

Departments: CAO, County Counsel, Finance

15 minutes

(Mary Booher, Acting County Administrative Officer) - At the January 18, 2022 Board of Supervisors meeting, the Board made a financial commitment of up to \$550,000 towards MLH's Innsbruck Lodge Affordable Housing project, a project to convert an existing hotel into 15 affordable residential units and one manager's unit. To execute the transfer of funds to MLH, a request is being made for the

Board to approve a County grant agreement between the County and MLH, making a revocable grant in an amount not to exceed \$1 million, restricted to the acquisition, construction, and development of seven County-Assisted units. The grant provides for a 55-year use restriction against the property. A request is also being made to increase the appropriations in the County's Affordable Housing fund by \$550,000 so that disbursement can be made directly to MLH. The County's affordable housing fund has an estimated spendable carryover balance of \$1,072,000.

Recommended Action: Approve the County Grant Agreement between the County and Mammoth Lakes Housing and authorize the Chair of the Board of Supervisors to sign on behalf of the Board. Approve increasing appropriations in the County's Affordable Housing fund from \$276,000 to \$826,000, an increase of \$550,000 (requires 4/5ths vote). Authorize the County Administrator to enter documents necessary to effectuate the aforementioned, in a form substantially similar to the agreements attached to this item, upon approval by County Counsel.

Fiscal Impact: The expenditure of \$550,000 of affordable housing dedicated resources towards a project expected to provide seven County-Assisted units will leave a balance of approximately \$558,000 at June 30, 2023.

F. Board Letter to the State Water Resources Control Board Regarding Mono Lake

Departments: County Counsel

5 minutes

(Christopher Beck, Assistant County Counsel) - Letter to the State of California Water Resources Control Board (SWRCB) commenting on the SWRCB's Workshop on the Status of Mono Lake, held on February 15, 2023.

Recommended Action: Approve and authorize the Chair to execute letter to the State of California Water Resources Control Board.

Fiscal Impact: None.

G. Educational Incentive Pay for Position of Mono County Sheriff-Coroner

Departments: CAO, Human Resources

5 minutes

(Mary Booher, Acting County Administrative Officer) - Proposed resolution providing educational incentive for position of Mono County Sheriff-Coroner.

Recommended Action: Announce fiscal impact and adopt proposed resolution providing educational incentive pay for position of Mono County Sheriff-Coroner.

Fiscal Impact: This item increases costs for the remainder of this fiscal year by \$4,449, of which \$3,438 is education incentive and \$1,011 is benefits. If this item is approved, the annual cost of this position will be \$261,385, of which

\$170,264 is salary, \$12,770 is education incentive, and \$78,351 is benefits. This is an annual cost increase of \$16,524.

H. Appointment of CAO to Boards / Commissions / Committees

Departments: Clerk of the Board

5 minutes

(Scheereen Dedman, Clerk of the Board) - The Mono County County Administrative Officer (CAO) needs to be appointed by the Mono County Board of Supervisors in order to serve on any County Boards / Commissions / Committees. In order to avoid any interruption in service, the appointment must be made in title.

Recommended Action: Appoint CAO to the Town-County Liaison Committee, and as an alternate to the Local Transportation Committee.

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

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

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Amerisourcebergen Drug Corporation; Cardinal Health, Inc.; McKesson Corporation; Purdue Pharma L.P.; Purdue Pharma, Inc., et al., United States District Court, Eastern District of California, Case No. 2:18-cv-01149-MCE-KJN

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

D. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code

section 54957. Title: County Counsel.

9. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: Public Works

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Paul Roten, Public Works Director

SUBJECT Proclamation Recognizing Don Nunn
for his years of County Service

AGENDA DESCRIPTION:

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

Recognition of Don Nunn, Public Works Maintenance Work Order Tech, for his 14 years of service with Mono County.

RECOMMENDED ACTION:

Approve proclamation in appreciation and recognition of Don Nunn.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
3/16/2023 9:57 AM	County Counsel	Yes
3/16/2023 9:53 AM	Finance	Yes
3/16/2023 9:59 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes from the December 2022 meetings.

RECOMMENDED ACTION:

1. Approve the Board minutes from the December 6, 2022 regular meeting. 2. Approve the Board minutes from the December 13, 2022 regular meeting. 3. Approve the Board minutes from the December 20, 2022 regular meeting.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> December 6, 2022 Draft Minutes
<input type="checkbox"/> December 13, 2022 Draft Minutes
<input type="checkbox"/> December 20, 2022 Draft Minutes

History

Time	Who	Approval
3/13/2023 12:42 PM	County Counsel	Yes
3/8/2023 9:51 AM	Finance	Yes

3/13/2023 12:53 PM

County Administrative Office

Yes



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

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

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

**Regular Meeting
December 6, 2022**

Backup Recording	Zoom
Minute Orders	M22-232 – M22-237
Resolutions	R22-127 – R22-131
Ordinance	ORD22-13 Not Used

9:00 AM Meeting called to order by Vice-Chair Duggan.

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Corless.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No public comment.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Robert C. Lawton, CAO:

- Attended CSAC Conference in Anaheim.
- Preparing for the Mid-Year Budget. Thanked Megan Mahaffey, Budget Officer; Janet Dutcher, Finance Director; and Cheyenne Stone, Assistant to the CAO.
- Provided update on the California Broadband Coalition.

Note:

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

- Provided update on the recruitment for Chief People Officer with Wendy Brown from Creative Partners.
- Discussed Town/County Liaison Committee meeting.

4. DEPARTMENT/COMMISSION REPORTS

Paul Roten, Public Works Director:

- Update on the Roads Superintendent position.
- Update on snow removal necessities.

Bryan Bullock, EMS Director:

- Department Update.
- Provided update on status of positions within Department.

Jeff Simpson, Economic Development Director:

- Update on the Clean up the Lake Project (June Lake Project).

Wendy Sugimura, Community Development Director:

- Update on Planning Commission meeting held in November.

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. June Lake Citizens Advisory Committee Appointment

Departments: Community Development

June Lake Citizens Advisory Committee Appointment.

Action: Appointed John Decoster to a four-year term on the June Lake Citizens Advisory Committee (CAC) and reappointed Janet Hunt for a four-year term, both expiring Dec. 31, 2026, as recommended by Supervisor Gardner.

Corless moved; Peters seconded

5 Yes, 0 No

M22-232

B. Access to Technology Grant Agreement

Departments: Social Services

Board approval to enter into an Agreement with the California Department on Aging to receive grant funds for the Access to Technology grant program, designed to meet the needs of older adults and adults with disabilities to gain access to digital connectivity and technology to reduce isolation, increase social

Note:

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connections, and enhance self-confidence in navigating digital and online resources.

Action: Approved an Agreement between the California Department of Aging and Mono County in the amount of \$124,629 for the period of October 1, 2022, through December 31, 2024, and authorized the Board Chair to sign.

Corless moved; Peters seconded

5 Yes, 0 No

M22-233

C. Appropriation Transfer Request - Wildfire Mitigation Coordinator

Departments: Emergency Management

Appropriation Transfer Request (ATR) of \$87,500 to increase the Administration budget (100-11-020) for funding of the Wildfire Mitigation Coordinator position. Funding will come from the CAL Fire County Coordinator Grant Program.

Action: Approved Appropriation Transfer request to Administration budget (requires 4/5ths vote).

Corless moved; Peters seconded

5 Yes, 0 No

M22-234

D. Custodial Contract Amendment

Departments: Public Works

Proposed contract Amendment with Jessica Coronado pertaining to Custodial and Campground Management Services Scope of Work.

Action: Approved Amendment 1 correction to Scope of Work in Contract for Jessica Coronado Custodial Service and authorized the County Administrative Officer to execute said contract on behalf of the County.

Corless moved; Peters seconded

5 Yes, 0 No

M22-235

E. Bridgeport Banner Project

Departments: Public Works - Facilities

Bridgeport Banner structure over US Highway 395 in Bridgeport.

1. Approved the attached bid package and authorized the Public Works Department to advertise the project for bids.

Note:

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

2. Authorized the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount less than or equal to allotted project funds of \$197,000.
3. Authorized the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority.
4. Authorized the Public Works Director to reject all bids if no bid is received that is less than or equal to allotted funds.

Corless moved; Peters seconded

5 Yes, 0 No

M22-236

F. Termination of Cost Share Agreement for COVID-19 Emergency Operations Center

Departments: CAO, County Counsel, Finance

On March 16, 2020, the County, the Town of Mammoth Lakes, and the Mammoth Lakes Fire Protection District (MLFPD) entered into an agreement outlining the basis and methodology of allocating costs incurred collectively for the COVID-19 Emergency Operations Center. This agreement terminates that arrangement retroactive to December 31, 2020 and implements a 50/50 cost share between the County and Town for any unreimbursed costs after that date. This eliminates duplicate filings with FEMA by allowing each agency to process reimbursements between themselves directly. The Town and MLFPD have indicated their consent to sign following Board of Supervisors' approval.

Action: Approved agreement and authorized Board Chair to execute the agreement on behalf of the Board of Supervisors.

Corless moved; Peters seconded

5 Yes, 0 No

M22-237

6. CORRESPONDENCE RECEIVED

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

Note:

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A. Los Angeles Department of Water and Power - Letter

Departments: Clerk of the Board

(Bob Gardner, Chair of the Board) - Read and discuss letter received from Los Angeles Department of Water and Power.

7. REGULAR AGENDA - MORNING

A. Employment Agreement - Wildfire Mitigation Coordinator

Departments: Emergency Management

(Chris Mokracek, Director of Emergency Management) - Proposed resolution approving a limited-term contract with Wendilyn Grasseschi as Wildfire Mitigation Coordinator, and prescribing the compensation, appointment, and conditions of said employment.

Action: Announced Fiscal Impact. Approved resolution R22-127, approving the limited term contract with Wendilyn Grasseschi as Wildfire Mitigation Coordinator, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost of salary for 2022-23 is approximately \$61,782, of which \$42,000 is salary, and \$19,782 is benefits.

Corless moved; Peters seconded

5 Yes, 0 No

R22-127

Robert C. Lawton, CAO:

- Introduced item.

Chris Mokracek, Director of Emergency Management:

- Presented item.

Wendilyn Grasseschi, Wildfire Mitigation Coordinator:

- Thanked the Board for the opportunity.

B. Employment Agreement - County Engineer

Departments: Public Works

(Paul Roten, Public Works Director) - Proposed resolution approving an Employment Agreement with Kalen Dodd as County Engineer.

Action: Announced Fiscal Impact. Approved Resolution R22-128, approving a contract with Kalen Dodd as County Engineer, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

Note:

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

Fiscal Impact: Total cost of salary and benefits for FY2022/2023 is approximately \$161,286, of which \$121,004 is salary, and \$40,282 is benefits. The prorated amount for the remainder of FY2022/2023 is \$94,083 total, with \$70,586 salary and \$23,498 benefits. This is included in the Public Works adopted budget.

Peters moved; Corless seconded

5 Yes, 0 No

R22-128

Paul Roten, Public Works Director:

- Presented item.

Kalen Dodd, County Engineer:

- Thanked the Board for the opportunity.

C. Employment Agreement with Tom Perry as Part-Time Building Official

Departments: Community Development Department

(Wendy Sugimura, Community Development Director) - Consideration of an employment agreement with Tom Perry to serve as the Mono County Building Official on a part-time basis.

Action: Approved Resolution R22-129, approving a contract with Tom Perry as Building Official, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total cost of salary and benefits for FY 22-23 is \$42,227, of which \$36,564 is salary, and is covered by the Community Development Department's budget.

Corless moved; Kreitz seconded

5 Yes, 0 No

R22-129

Wendy Sugimura, Community Development Director:

- Presented item.

D. Revised Regulatory Agreement with Victor Martinez for 71 Davison Street

Departments: CAO

(Stacey Simon, County Counsel) - Proposed resolution of the Board of Supervisors of the County of Mono Authorizing the Execution and Recordation of an Amended Affordable Housing Regulatory Agreement with Option to Purchase

Note:

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

and Release of Prior Regulatory Agreement for 71 Davison Road, Mammoth Lakes; Finding that the Board's Action is Exempt from Review Under the California Environmental Quality Act; and Taking Related Actions.

Action: Adopted proposed resolution R22-130, Authorizing the Execution and Recordation of an Amended Affordable Housing Regulatory Agreement with Option to Purchase and Release of Prior Regulatory Agreement for 71 Davison Road, Mammoth Lakes; Finding that the Board's Action is Exempt from Review Under the California Environmental Quality Act; and Taking Related Actions.

Kreitz moved; Gardner seconded

5 Yes, 0 No

R22-130

Stacey Simon, County Counsel:

- Introduced item and provided background.

Erik Ramakrishnan, Outside Counsel:

- Presented item.

E. Memorandum of Understanding with Correctional Deputy Sheriffs' Association

Departments: Finance, CAO, County Counsel

(Janet Dutcher, Finance Director) - Proposed resolution adopting and approving a Memorandum of Understanding between the County and the Correctional Deputy Sheriffs' Association (CDSA), starting with the first full pay period following MOU ratification and continuing until December 31, 2025.

Action: Adopted proposed resolution R22-131, Adopting and Approving a Memorandum of Understanding between the County and the CDSA.

Peters moved; Corless seconded

5 Yes, 0 No

R22-131

Janet Dutcher, Finance Director:

- Presented item.
- Thanked Oliver Yee, outside counsel.

Break Begin: 10:16 AM

Reconvened: 10:26 AM

F. Solid Waste Update

Departments: Public Works - Solid Waste

Note:

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

(Paul Roten, Public Works Director, Justin Nalder, Solid Waste Superintendent) - Presentation by Justin Nalder, Solid Waste Superintendent providing an update on Solid Waste operations and financing.

Action: None.

Justin Nalder, Solid Waste Superintendent:

- Presented item.

G. Policy Discussion on Use of Recreational Vehicles (RVs) and Residences

Departments: Community Development Department

(Wendy Sugimura, Community Development Director) - Discuss whether and/or how to allow the use of Recreational Vehicles (RVs), tiny homes on chassis, and/or trailers as residential housing in Mono County.

Action: 1). Received the presentation and provide preferences and direction to staff. 2). Directed staff to conduct public outreach by taking the policy conversation to the Regional Planning Advisory Committees (RPACs) and the Planning Commission and return to the Board with a presentation at a future meeting.

Wendy Sugimura, Community Development Director:

- Presented item.

Scott Burns, Analyst III:

- Provided historical background.

Nick Criss, Code Enforcement:

- Discussion on consistent, reoccurring code enforcement issues.

Seth Guthrie,

- Discussed the RV regulations.

Board directed that Community Development staff with option 2 and continue the public outreach work with the RPAC's and return to the Board with a future presentation.

Moved to item 9.

8. CLOSED SESSION

Closed Session: 12:38 PM

Reconvened: 1:13 PM

Nothing to report out of Closed Session.

Note:

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

A. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1.

B. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Supervisor Corless:

- 11/9-10: RCRC Executive Committee Meeting, Cannabis Ad-hoc committee meeting
- 11/14: Forest Service Wildfire Crisis Strategy Roundtable Meeting: <https://www.nationalforests.org/collaboration-resources/wildfire-crisis-strategy-roundtables>
- CSAC Annual Meeting
- 11/21: CA Wildfire and Forest Resilience Task Force Executive Committee meeting— planning for next in-person meeting in LA area Feb 1-2
- 12/5: Town-county liaison committee, Eastern Sierra Sustainable Recreation Partnership

Supervisor Duggan:

- Attended CSAC Annual Conference.
- 11/18 - ESTA

Chair Gardner:

- No report

Supervisor Kreitz:

- November 9th, I attended the Mono County Treasury Oversight Committee meeting. The Investment Policy approved by the Committee will be coming before the Board in January for approval.
- The week of November 14th I attended the CSAC Annual Conference.
- On November 15th I met with California Insurance Commissioner Lara's staff to discuss concerns I have received locally about the cost of property insurance renewals. Staff shared with me a process to request assistance from the state when there is an excessive rate increases and non-renewal notices. There is also a new regulation that will require insurance companies to submit new rates that recognize the benefit of safety measures such as upgraded roofs and windows, defensible space, and community wide programs such as Firewise USA and the Fire Risk Reduction Community (FRRC) designation developed by the state's Board of Forestry and Fire Protection. http://www.insurance.ca.gov/01-consumers/105-type/5-residential/Top10Tips_FindingResidentialIns.cfm and <https://www.mylowcostauto.com/>
- On November 17th - I participated in the NACo Housing Task force convening in

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DC.  [NACo Housing Task Force Nov 2022.pdf](#)

- November 21 - I chaired the Eastern Sierra Continuum of Care meeting.
- December 5, I participated in the County-Town Liaison Committee meeting. The committee is requesting a joint meeting on February 21. Agenda items include EIFD funding, the CERF program, update on solid waste, and an update on emergency radio system.
- I attended the CCRH Legislative Committee meeting. We received an update from California Housing Partnership staff CHPC on two proposed upcoming bills at the state this year; a bill that would create a one-stop-shop for rental housing resources and create a review committee of five state appointed and elected offices and the other is a concept of creating a competitive grant program with the SB2 funding - Permanent Local Housing Allocation.
- In the evening I attended the MLH Board meeting.

Supervisor Peters:

- Attended the CSAC Annual Conference.
- Attended Human Services meetings.
- Attended the HSC Monthly meeting.
- Met with Jeff Simpson and tribe.
- Attended the CSA #5 meeting.
- Attended the Antelope Valley RPAC meeting.

ADJOURNED at 1:14 PM

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD**

Note:

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



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

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

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

**Regular Meeting
December 13, 2022**

Backup Recording	Zoom
Minute Orders	M22-238 – M22 - 243
Resolutions	R22-132 - R22-137
Ordinance	ORD22-18 Not Used

9:07 AM Meeting Called to order by Chair Gardner.

Supervisors Present: Corless, Duggan, Gardner, and Kreitz. (All attended in person or via teleconference).

Supervisors Absent: Supervisor Peters.

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

Pledge of Allegiance led by Supervisor Duggan.

"If you are a leader, the true measure of your success is not getting people to work. It's not getting people to work hard. It is getting people to work hard together. That takes commitment." John Maxwell

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Jim Browning, Swall Meadows resident:

- Discussed the complaint letter he sent to the Board.

2. RECOGNITIONS - NONE

Note:

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

3. COUNTY ADMINISTRATIVE OFFICER

Robert C. Lawton, CAO:

- Discussion on property tax negotiations.
- Hosted Coffee with the CAO.
- Provided jail project update.
- Discussion on Community Development Block Grant.
- Discussion with Scheereen Dedman, County Clerk regarding JEDI and recognizing Juneteenth as a County holiday.
- Attended mid-year budget meeting.
- Provided an update on recruitment efforts.
- Discussed upcoming calendar events.

4. DEPARTMENT/COMMISSION REPORTS

Paul Roten, Public Works Director:

- Discussed the CIP workshop.
- Provided an update on winter preparation.
- Provided an update on current staff within the Public Works Department.
- Informed the Board that the boiler in Bridgeport is not functioning.
- Provided an update on jail hazmat team.

Stacey Simon, County Counsel:

- Provided an update on property in Benton.
- Provided an update on the Court of Appeals case.
- Provided update on the Bridgeport Winter Trails Project.

Kathy Peterson, Social Services Director:

- Provided staff update for Social Services Department.
- Discussed the California Home Visiting program.

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. Review and Declaration of November 8, 2022, General Election Results

Departments: Elections

Presentation of certified election results.

Note:

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

Action: Accepted certified statement of results of the November 8, 2022, General Election, and declare elected or nominated to each office voted on at each election under the jurisdiction of the Mono County Board of Supervisors the person having the highest number of votes for that office, or who was elected or nominated under the exceptions noted in Elections Code Section 15452.

Kreitz moved; Duggan seconded
4 Yes, 0 No, 1 Absent
M22-238

B. FY2022 Homeland Security Grant Program (HSGP) Governing Body Resolution

Departments: Emergency Management

Proposed resolution authorizing the County Administrative Officer, or the Director of Emergency Management as designated by the County Administrative Officer, with approval as to form by County Counsel where written approval is required, to execute any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security through the Homeland Security Grant Program.

Action: Adopted proposed resolution R22-132, Authorizing the County Administrative Officer, or the Director of Emergency Management as designated by the County Administrative Officer, to execute any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security through the Homeland Security Grant Program.

Kreitz moved; Duggan seconded
4 Yes, 0 No, 1 Absent
R22-132

C. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 10/31/2022.

Action: Approved the Treasury Transaction Report for the month ending 10/31/2022.

Kreitz moved; Duggan seconded
4 Yes, 0 No, 1 Absent
M22-239

D. FY2021/2022 County Audit Engagement Letter

Note:

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

Departments: Finance

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

Action: Approved Chair of the Board of Supervisors signature on the Fiscal Year 2021 - 2022 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company.

Kreitz moved; Duggan seconded

4 Yes, 0 No, 1 Absent

M22-240

E. Sale of Tax-Defaulted Property

Departments: Finance

Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sale.

Action: Approved Resolution R22-133, Approving the sale of tax-defaulted property subject to the power of sale.

Kreitz moved; Duggan seconded

4 Yes, 0 No, 1 Absent

R22-133

F. Public Health Position Allocation List Amendment Request

Departments: Public Health

Proposed resolution R22-134 authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to remove one Limited Term COVID Screener Bilingual and add one Fiscal and Technical Specialist II/III in the Department of Public Health.

Action: Adopted proposed resolution R22-134, Authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to remove one Limited Term COVID Screener Bilingual and add one Fiscal and Technical Specialist II/III in the Department of Public Health.

Kreitz moved; Duggan seconded

4 Yes, 0 No, 1 Absent

R22-134

G. Letter of Support for the G.C. Forest Products Wood Pellet Mill Application for the USDA Forest Service WPIA

Note:

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

Departments: Clerk of the Board

Letter of support for the G. C. Forest Products Wood Pellet Mill Application to the Wood Product Infrastructure Assistance Grant Program. If awarded, the funds will be used to construct a wood pellet manufacturing facility in the Mammoth Lakes area.

Action: Approved letter as presented.

Kreitz moved; Duggan seconded

4 Yes, 0 No, 1 Absent

M22-241

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: Public Health

(Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Action: None.

Jennifer Burrows, Deputy Director of Covid Operations/Infection Preventionist:

- Presented item.

B. Rural County Representation of California (RCRC) Strategic Plan Presentation

Departments: Board of Supervisors, Sponsored by Supervisor Corless

(Barbara Hayes, Chief Economic Development Officer) - Presentation of Rural County Representation of California (RCRC) strategic plan by Barbara Hayes, Chief Economic Development Officer.

Action: None.

Barbara Hayes, Chief Economic Development Officer:

- Presented item.

Break: 10:33 AM

Reconvened: 10:47 AM

C. Public Hearing: Small Residential Rooftop Solar Energy Permit Expediting Ordinance

Note:

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

Departments: Community Development Department
(Tom Perry, Building Official) - Public Hearing on Small Residential Rooftop Solar Energy Permit Expediting Ordinance.

Action: Held Public Hearing, introduced, read title, and waived further reading of proposed ordinance.

Duggan moved; Corless seconded

4 Yes, 0 No, 1 Absent

M22-242

Tom Perry, Building Official:

- Presented item.

Public Hearing Opened: 10:53 AM

Public Hearing Closed: 10:54 AM

D. Public Hearing: Adoption of the 2022 California Building Code

Departments: Community Development Department

(Tom Perry, Building Official) - Public Hearing on the Adoption of the 2022 California Building Code.

Action: Introduced, read title, and waived further reading of proposed ordinance to adopt a revised Chapter 15.04 of Mono County Code Title 15 with certain local amendments, additions, and deletions, and amend the previously adopted California Building Standards with stated revisions, as amended.

Corless moved; Duggan seconded

3 Yes, 1 No, 1 Absent

M22-243

Tom Perry, Building Official:

- Presented item.

Public Hearing Opened: 11:13 AM

Public Hearing Closed: 11:14 AM

Supervisors Kreitz:

- Change all references to the California Building Code from “he” and “she” to “they.”
- Change the term “June Lake General Plan” in section 15.24.020 [A] to “Mono County General Plan”.

E. Employment Agreement - Assistant County Counsel

Departments: County Counsel

(Stacey Simon, County Counsel) - Proposed resolution approving a contract with Anne L. Frievalt as Assistant County Counsel, and prescribing the compensation, appointment, and conditions of said employment.

Note:

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

Action: Approved Resolution R22-135, Approving a contract with Anne L. Frievalt as Assistant County Counsel, and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: The full cost of salary and benefits for an entire fiscal year is approximately \$195,149 of which \$147,081 is salary and \$48,072 is benefits.

Corless moved; Duggan seconded

4 Yes, 0 No, 1 Absent

R22-135

Stacey Simon, County Counsel:

- Presented item.

F. Policy Regarding Public Use of County Facilities and Property

Departments: CAO

(Robert C. Lawton, CAO) - Proposed resolution adopting Policy Regarding Public Use of County Facilities and Real Property and finding that the project is exempt from review under the California Environmental Quality Act under the Class 1 exemption for existing facilities.

Action: Adopted proposed resolution R22-136, Adopting policy regarding public use of county facilities and real property and finding that the project is exempt from review under the California Environmental Quality Act under the class 1 exemption for existing facilities.

Duggan moved; Corless seconded

4 Yes, 0 No, 1 Absent

R22-136

Robert C. Lawton, CAO:

- Provided background and presented item.

G. Public Hearing: General Plan Amendment 22-01 Redesignating a Parcel in the Mono Basin from Resource Management (RM) to Industrial (I)

Departments: Community Development

(Wendy Sugimura, Community Development Director) - Proposed resolution approving General Plan Amendment (GPA) 22-01, which proposes to change the land use designation from Resource Management (RM) to Industrial (I) at 7937 Highway 167 in the Mono Basin (APN 013-210-028) in order to support a proposed waste transfer facility.

Note:

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

Action: Certified the Negative Declaration and made the findings for General Plan Amendment (GPA) 22-01 as contained in the staff report.

Duggan moved; Kreitz seconded

4 Yes, 0 No, 1 Absent

M22-244

Adopted Resolution R22-137, Adopting General Plan Amendment (GPA) 22-01 to change the land use designation from Resource Management (RM) to Industrial (I) at 7937 Highway 167 in the Mono Basin (APN 013-210-028).

Duggan moved; Kreitz seconded

4 Yes, 0 No, 1 Absent

R22-137

Wendy Sugimura, Community Development Director:

- Presented item.

Ezera Mustafi, Environmental Consultant:

- Met with Mono Lake Committee and incorporated their concerns into the design.

Public Hearing Opened: 11:37 AM

Public Hearing Closed: 11:38 PM

Chair Gardner:

- Directed staff to return to the board within two years with a proposed specific plan for the property which memorializes the uses described in the use permit and restricts other uses.

Moved to item #9.

8. CLOSED SESSION

Closed Session: 11:53 AM

Reconvened: 1:09 PM

Nothing to report out of Closed Session.

A. Closed Session - Labor Negotiations

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

Note:

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B. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: County lands and rights-of-way containing Digital 395 node sites, community service cabinet sites, anchor sites, and underground fiber optic transmission lines as described on the attachment to this agenda item. Agency Negotiators: Robert C. Lawton and Stacey Simon. Negotiating parties: Mono County and California Broadband Cooperative, Inc. Under negotiation: Price and terms of payment.

C. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Supervisor Corless:

- 12/7: RCRC/GSFA/GSCA meeting—board highlights are here: [chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.rcrcnet.org/sites/default/files/useruploads/Meetings/Board_of_Directors/2022/December_7_2022/RCRC_BOD_Highlights_December_7_2022_FINAL.pdf](https://www.rcrcnet.org/sites/default/files/useruploads/Meetings/Board_of_Directors/2022/December_7_2022/RCRC_BOD_Highlights_December_7_2022_FINAL.pdf).
- 12/8: Eastern Sierra Climate and Communities Resilience Project finance committee meeting
- 12/9: ESCOG: no quorum, so no action taken, just updates including presentation on the SN Vulnerability Assessment.
- 12/12: Behavioral Health Advisory Board meeting: Highlighting outreach for free digital support tools including myStrength.com—free registration using code MONO, some 50 registered users are using my Strength right now.

Supervisor Duggan:

- 12/8 – Attended RCRC Joint Powers Authority Meeting.
- 12/12 – Attended the LTC Meeting.
- Attended Camp Like a Pro Meeting.
- Participated in the Social in Chalfant will be on Thursday 4-6 pm at the Community Center.

Supervisor Gardner:

- On Friday Dec. 2 I participated in the monthly meeting of the Kutzadika Tribal Council. I worked with the Council to plan how to approach our new Congressman Kiley about the Tribe's pending the Federal recognition legislation and heard an update on their progress on their recognition petition to be presented to the Administration.
- On Monday Dec. 5 I participated in the monthly meeting of the NACO Public Lands Policy Committee. We heard an interesting presentation about the November midterm election results and received an update about pending Congressional legislation.
- Also, on Dec. 5 I joined Supervisor Corless and other Eastern Sierra partners for the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. We reviewed various ongoing initiatives and funding opportunities and got updates from each of the partners.
- On Wednesday Dec. 7 I participated in the monthly meeting of the June Lake Citizens Advisory Committee. Topics at that meeting included a presentation from Caltrans on

Note:

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- the June Lake Active Transportation Plan.
- On Friday Dec. 9 Yosemite National Park announced it will be holding several opportunities in January for the public to provide input on its Visitor Management Access Plan. There will be eight weeks available for comment on how the Park will consider a reservation system in the future. As has already been announced, there will be no reservation system for the 2023 season.
 - Also, on Friday Dec. 9 I participated with Supervisor Corless in the regular meeting of the Eastern Sierra Council of Governments. We received a presentation from the Sierra Business Council about the Sierra Climate Vulnerability Study, an update about progress at both the Mammoth and Bishop Airports.
 - As I mentioned last week, I will be meeting tomorrow with President Cynthia McClain-Hill of the Los Angeles Department of Water and Power Board of Commissioners, to discuss pending Mono County issues and concerns, and to build a better relationship with that Board for the future.

Supervisor Kreitz:

- December 7th - Volunteered at MLH; prep meeting with CSAC Housing Land-up Transportation (HLT) Committee staff for upcoming committee meeting.
- December 8th - MLT Community Coffee
- December 9th - California Coalition for Rural Housing (CCRH) regular Board meeting.
- December 12th — Mono County Local Transportation (LTC) meeting; CSAC HLT meeting to discuss updating the committee's platform.

Supervisor Peters:

- No report.

Moved to item #8.

ADJOURNED at 1:09 PM

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD**

Note:

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



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

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

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

**Regular Meeting
December 20, 2022**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M22-245 – M22-255

R22-138 – R22-142

ORD22-18 – ORD22-19

9:10 AM Meeting called to order by Chair Gardner.

Supervisors Present: Corless, Duggan, and Gardner. (All attended in person or via teleconference).

Supervisors Absent: Kreitz and Peters (Peters left the meeting after item #2a).

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

Pledge of Allegiance led by Supervisor Corless.

Barack Obama: "That's when America soars — when we look out for one another. When we take care of each other. When we root for one another's success. When we strive to do better and to be better than the generation that came before us and try to build something better for generations to come. That's why we do what we do. That's the whole point of public service."

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Bartshe Miller, Mono Lake Committee Eastern Sierra Policy Director:

- Mono Lake Committee submitted a letter requesting that the California State Water Resources Control Board take action to protect Mono Lake under emergency drought regulation.
- Offered to provide the Board with a presentation to continue the conversation on this issue.

Note:

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Dan Holler, Town of Mammoth Lakes Town Manager:

- Discussed sending cards out to be “winter smart” aimed at driving; snow patrol; would like to provide cards in Spanish.
- Discussion on Capital Improvement Projects put on winter suspension, current, and upcoming projects.

Jake Suppa:

- Encourages the Board to lift the ban of the Industrial Hemp Ban Ordinance.

2. RECOGNITIONS

A. Proclamation of Appreciation for Supervisor Stacy Corless

Departments: Board of Supervisors

Proclamation of the Mono County Board of Supervisors recognizing outgoing Supervisor Stacy Corless.

Action: Approved proclamation recognizing outgoing Supervisor Stacy Corless.

Duggan moved; Gardner seconded

4 Yes, 0 No, 1 Absent

M22-245

Chair Gardner:

- Presented item.

3. COUNTY ADMINISTRATIVE OFFICER

4. DEPARTMENT/COMMISSION REPORTS

Robin Roberts, Behavioral Health Director:

- Provided unintended overdose update.

Wendy Sugimura, Community Development:

- Provided an update on the Planning Commission meeting.

Kathy Peterson, Public Health/Social Services Director:

- Provided an update for Senior Services in Walker.

Lauren Kemmeter, Community Health Program Coordinator:

- Provided a tobacco update regarding flavored nicotine products.

Sheriff Braun:

- Recognized Phil West on his retirement.

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. Resolution Making Findings under AB 361 - Related to Remote Meetings

Departments: County Counsel

Note:

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

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of December 20, 2022, through January 19, 2023.

Action: Adopted proposed resolution R22-138, making findings under AB 361 for the period of December 20, 2022, through January 19, 2023.

Duggan moved; Gardner seconded

3 Yes, 0 No, 2 Absent

R22-138

B. Amendment to Contract with Fechter & Company for Special District Audit Services

Departments: Finance

Proposed contract amendment with Fechter & Company pertaining to Special District Audit Services.

Action: Approved and authorized the County Administrator to sign contract amendment with Fechter & Company for Special District audit services for the period April 1, 2020, through December 31, 2023, and a not-to-exceed amount of \$145,000.

Duggan moved; Gardner seconded

3 Yes, 0 No, 2 Absent

M22-246

C. Proposed Amendment to Southern Mono Healthcare District's Conflict of Interest Code

Departments: Clerk of the Board

All local government agencies, including special districts, are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. The last conflict-of-interest code for the Southern Mono Healthcare District was approved by the Board of Supervisors on October 20, 2020. The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for the County and all agencies in the county, including the Southern Mono Healthcare District, and must approve their code for it to take effect.

Action: Approved the new Conflict of Interest Code adopted by the Southern Mono Healthcare District.

Duggan moved; Gardner seconded

3 Yes, 0 No, 2 Absent

M22-247

D. Appropriation Transfer Request for Temporary Clerk-Recorder Position

Departments: Clerk-Recorder

Note:

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

Appropriation Transfer Request (ATR) to increase the Modernization and the Micrographics budgets each by \$15,200 for the funding of a temporary Fiscal and Technical Specialist II position in the Clerk-Recorder's office. Funding is already available, but the appropriation must be increased.

Action: Approved appropriation transfer request to the Modernization and the Micrographics budgets (requires 4/5ths vote).

Duggan moved; Gardner seconded

3 Yes, 0 No, 2 Absent

M22-248

E. Antelope Valley Regional Planning Advisory Committee (RPAC) Term Reappointments

Departments: Community Development

Reappointment of members to the Antelope Valley Regional Planning Advisory Committee.

Action: Reappointed Eric Edgerton, Arden Gerbig, Patti Hamic-Christensen, Mark Langner, Don Morris, and Bruce Woodworth, to four-year terms on the Antelope Valley Regional Planning Advisory Committee, expiring Dec. 31, 2026, as recommended by Supervisor Peters.

Duggan moved; Gardner seconded

3 Yes, 0 No, 2 Absent

M22-249

F. Bridgeport Valley Regional Planning Advisory Committee (RPAC) Term Reappointments

Departments: Community Development

Reappointment of members to the Bridgeport Valley Regional Planning Advisory Committee.

Action: Reappointed Jeff Hunewill, Justin Nalder, and Steve Noble to three-year terms on the Bridgeport Valley Regional Planning Advisory Committee, expiring Dec. 31, 2025, as recommended by Supervisor Peters.

Duggan moved; Gardner seconded

3 Yes, 0 No, 2 Absent

M22-250

G. D & S Waste Contract Limit Second Amendment

Departments: Public Works

Proposed contract second amendment with D&S Waste Removal pertaining to contract limit adjustment.

Action: Approved second amendment to adjust contract limit and authorized the County Administrative Officer to execute said contract amendment on behalf of

Note:

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

the County.

Duggan moved; Gardner seconded

3 Yes, 0 No, 2 Absent

M22-251

H. D & S Waste Contract Renewal 2023

Departments: Public Works

Proposed contract with D&S Waste Removal, Inc. pertaining to trash and recycling collection services at facilities owned and/or operated by the County.

Action: Approved a new three-year contract for D&S Waste Removal, Inc. and authorized the County Administrative Officer to execute said contract on behalf of the County, as amended.

Duggan moved; Corless seconded

3 Yes, 0 No, 2 Absent

M22-252

Item pulled from Consent; item was heard after Consent Agenda.

Stacey Simon, County Counsel:

- Paragraph 3B – would like to add the language “Or any other location requested by the County”.
- Asked that the motion be to approve the contract as drafted with the revision.

Moved to item #6.

I. Adoption of the 2022 California Building Code

Departments: Community Development

Proposed ordinance on the 2022 California Building Code, modified as directed during the public hearing by the Board of Supervisors on December 13, 2022.

Action: Adopted proposed ordinance ORD 22-18, amending Title 15 of the Mono County Code pertaining to Building Regulations and Uniform Codes.

Duggan moved; Gardner seconded

3 Yes, 0 No, 2 Absent

ORD22-018

J. Small Residential Rooftop Solar Energy Permit Expediting Ordinance

Departments: Community Development (Building)

Proposed ordinance for Small Residential Rooftop Solar Energy Permit Expediting, as presented at the public hearing before the Board on December 13, 2022.

Action: Adopted proposed ordinance ORD22-019, setting forth procedures for expediting permitting processing for small residential rooftop solar energy

Note:

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

systems.

Duggan moved; Gardner seconded

3 Yes, 0 No, 2 Absent

ORD22-019

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Resolution Implementing Cost of Living Adjustment for Unrepresented Employees

Departments: CAO

(Robert C. Lawton, CAO) - Proposed resolution establishing and adjusting the base compensation for unrepresented at-will employees to implement a 2% cost of living adjustment (COLA) for calendar year 2023.

Action: Adopted proposed resolution R22-139, establishing and adjusting the base compensation for unrepresented at-will employees to implement a 2% cost of living adjustment for calendar year 2023.

Duggan moved; Corless seconded

3 Yes, 0 No, 2 Absent

R22-139

Robert C. Lawton, CAO:

- Presented item.

Break: 10:36 AM

Reconvened: 10:47 AM

B. Resolution Approving Essential Worker Pay

Departments: CAO

(Robert C. Lawton) - Proposed resolution approving essential worker pay for specified employees as described in the American Rescue Plan Act of 2021.

Action: Adopted proposed resolution R22-140, approving essential worker pay for specified employees as described in the American Rescue Plan Act of 2021.

Corless moved; Duggan seconded

3 Yes, 0 No, 2 Absent

R22-140

Robert C. Lawton, CAO:

- Presented item.

C. Employment Agreement - Seth Clark

Departments: Human Resources and Sheriff

Note:

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

(Sheriff Braun) - Proposed resolution approving a contract with Seth Clark as Sheriff's Lieutenant, and prescribing the compensation, appointment, and conditions of said employment.

Action: Approved Resolution R22-141, approving an employment agreement with Seth Clark and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: The full cost of salary and benefits for an entire fiscal year is approximately \$271,435, of which \$157,042 is salary, \$11,778 is education incentive pay, \$22,735 is one time retention pay, and \$79,880 is benefits. Of this amount, approximately \$207,000 is included in the FY22/23 adopted budget.

Duggan moved; Corless seconded

3 Yes, 0 No, 2 Absent

R22-141

Sheriff Braun:

- Presented item.

D. Employment Agreement - Mark Hanson

Departments: Human Resources and Sheriff

(Sheriff Braun) - Proposed resolution approving a contract with Mark Hanson as Sheriff's Lieutenant, and prescribing the compensation, appointment, and conditions of said employment.

Action: Approved Resolution R22-142, approving a contract with Mark Hanson and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: The full cost of salary and benefits for an entire fiscal year is approximately \$271,435, of which \$157,042 is salary, \$11,778 is education incentive pay, \$22,735 is one time retention pay, and \$79,880 is benefits. Of this amount, approximately \$207,000 is included in the FY22/23 adopted budget.

Corless moved; Duggan seconded

3 Yes, 0 No, 2 Absent

R22-142

Sheriff Braun:

- Presented item.

E. Amendments to Franchise Solid Waste Agreements with D&S Waste Removal and Mammoth Disposal

Departments: Solid Waste

(Justin Nalder, Solid Waste Superintendent) - Amendments extending the terms of the current solid waste franchise agreements with D&S Waste Removal, Inc. and Mammoth Disposal, Co. for an additional 6 months to allow for the negotiation of longer-term franchise agreements.

Note:

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

Action: Approved and authorized entry into amendment to Primary Franchise agreement between the County of Mono and D&S Waste Removal, Inc. in substantially similar form to that attached, with minor adjustments as reviewed and approved by County Counsel, and at a price term that is calculated to reflect actual costs.

Duggan moved; Corless seconded.

3 Yes, 0 No, 2 Absent

M22-253

Approved and authorized entry into amendment to Primary Franchise agreement between the County of Mono and Mammoth Disposal in substantially similar form to that attached, with minor adjustments as reviewed and approved by County Counsel, and at a price term that is calculated to reflect actual costs.

Duggan moved; Corless seconded.

3 Yes, 0 No, 2 Absent

M22-254

Justin Nalder, Solid Waste Superintendent:

- Presented item.

F. Agreements for the Provision of Solid Waste Transfer, Transport and Disposal Services

Departments: Solid Waste

(Justin Nalder, Solid Waste Superintendent) - Proposed contracts with D&S Waste Removal, Inc. pertaining to integrated solid waste management within unincorporated Mono County, including (1) Master Contract for Integrated Solid Waste Management; (2) Transfer Services Contract; (3) Satellite Transfer Station Operations Contract; (4) Transport Services Contract; and (5) Disposal Services Contract (the "Contracts").

Action: Approved and authorized the Board Chair to sign Contracts with D&S Waste Removal, Inc. for the transfer, transport and disposal of solid waste generated within unincorporated Mono County for the period January 1, 2023, through December 31, 2033, with a County option to extend for up to ten additional years and a not-to-exceed amount of \$425,000 for the first year, adjusted annually based on a formula set forth in the contracts.

Corless moved; Duggan seconded.

3 Yes, 0 No, 2 Absent

M22-255

Justin Nalder, Solid Waste Superintendent:

- Presented item.

Stacey Simon, County Counsel:

- Addressed the formatting issues and lack of signatures in the contracts.

Moved to item #9.

Note:

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

8. CLOSED SESSION

*Closed Session: 11:05 AM
Reconvened: 11:58 AM*

Nothing to report out of Closed Session.

A. Closed Session - Labor Negotiations

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

B. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1.

C. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Supervisor Corless:

- 12/9 – Attended SCE Government Advisory meeting.

Supervisor Duggan:

- 12/14 - Attended a NACo – Environment, Energy and Land Use meeting.
- Attended the Chalfant Social.
- Attended the Crowley Christmas tree lighting.

Supervisor Gardner:

- On Wednesday, Dec. 14 I met in Los Angeles with President Cynthia McClain-Hill of the Los Angeles Department of Water and Power Board of Commissioners. We discussed pending Mono County issues and concerns and agreed to hold three to four meetings a year to build a better relationship with the Board. President McClain also agreed to consider selling DWP land to Mono County for housing purposes.
- Also, on Wednesday the 14th I participated in the monthly meeting of the Mono basin RPAC. Topics at that meeting included a review of the proposed amendments to the County General Plan and updates on other activities.
- On Thursday Dec. 15 I participated with Supervisor Kreitz in the Dept. of Social Services meeting for Stakeholder Sharing on the Mono Children's System of Care.

Note:

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

This was an opportunity for the Dept. to get input from various stakeholders involved in the County's many children's programs and services.

- Thursday afternoon I had a call with Kristi More of the Ferguson Group to discuss my suggestions for their advocacy work on behalf of the County in Sacramento and Washington.
- On Friday Dec. 16 I participated in a meeting of the Eastern Sierra Avalanche Center for various officials about their programs for the winter season. It was very interesting to learn about their work and about avalanches in general.

Supervisor Kreitz:

- Absent.

Supervisor Peters:

- Absent.

Moved to item #8.

ADJOURNED in honor of departing Supervisor Corless at 12:00 PM

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD**

Note:

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: Risk Management

TIME REQUIRED

SUBJECT Claim for Damages - Donovan
Bernard

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

On 2/21/2023 the County of Mono received a claim for damages related to an Eastern Sierra Transit Authority (ESTA) vehicle accident on 11/16/2022 at the Lancaster Metrolink Station in Lancaster, CA. This claim is misdirected, as ESTA is a separate legal entity from Mono County.

RECOMMENDED ACTION:

Deny the claim submitted by West Coast Trial Lawyers on behalf of Donovan Bernard, and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denial.

FISCAL IMPACT:

None.

CONTACT NAME: Jay Sloane

PHONE/EMAIL: / jsloane@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Claim denial letter</p>
--

History

Time	Who	Approval
3/13/2023 2:35 PM	County Counsel	Yes
3/13/2023 11:29 AM	Finance	Yes

3/14/2023 8:47 PM

County Administrative Office

Yes

March 3, 2023

West Coast Trial Lawyers, APLC
1147 Hope Street
Los Angeles, CA 90015

RE: Member : County of Mono
Claimant : Donovan Bernard
Date of Loss : November 16, 2022
Claim No. : MON23-0008

Dear Gentlepersons,

Trindel Insurance Fund is the claims administrator for the County of Mono, and we are writing to acknowledge receipt of the claim that was received by the County on February 21, 2023.

Please be advised that your claim is misdirected. The County of Mono does not own, administer, or otherwise control Eastern Sierra Transit Authority, or Lancaster Metrolink Station. Both districts are governed by their own Board of Directors and are separate legal entities.

As your claim is misdirected, it is also denied, and we have enclosed a formal rejection notice for your convenience.

Very truly yours,

Penny Jones
Claims Technician Property and Liability Claims
Trindel Insurance Fund
530-623-2322

cc: Mono (email)
Enclosure: Rejection



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: Public Health

TIME REQUIRED

SUBJECT County Medi-Cal Administrative
Activities (CMAA) / Targeted Case
Management (TCM) Host Entity
Agreement Between the County of
Santa Cruz and County of Mono

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with the County of Santa Cruz pertaining to County-Based Medi-Cal Administrative Activities (CMAA) / Targeted Case Management (TCM) Agreement.

RECOMMENDED ACTION:

Approve, and authorize the Interim Public Health Director to sign, contract with County of Santa Cruz for County-Based Medi-Cal Administrative Activities (CMAA) / Targeted Case Management (TCM) Administration Services for the period July 1, 2022 through June 30, 2025.

FISCAL IMPACT:

There is no impact to the County General Fund. Fiscal Year 2022-23 \$500 one-time fee to join the County Based Medi-Cal Administration Activities (CMAA) / Targeted Case Management (TCM) Consortium. Annual participation fee calculated based on the proportionate share percentage of CMAA/TCM county-revenue received compared to the total of all CMAA/TCM LGA revenue received.

CONTACT NAME: Stephanie Butters

PHONE/EMAIL: 760-932-5587 / sbutters@mono.ca.gov

SEND COPIES TO:

Stephanie Butters, Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Contract

History

Time	Who	Approval
3/13/2023 10:57 AM	County Counsel	Yes
3/15/2023 12:05 PM	Finance	Yes
3/15/2023 7:41 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: March 14, 2023

TO: Honorable Board of Supervisors

FROM: Kathryn Peterson, Interim Public Health Director

SUBJECT: County Medi-Cal Administrative Activities (CMAA) / Targeted Case Management (TCM) Host Entity Agreement Between the County of Santa Cruz and County of Mono

Discussion:

As a Local Governmental Agency (LGA) participant in the State of California, Department of Health Care Services Medi-Cal program, the Mono County Public Health Department desires that certain administrative services related to the County Medi-Cal Administration Activities (CMAA) / Targeted Case Management (TCM) program be provided through a CMAA/TCM LGA Consortium (Consortium). The Consortium chooses a Host Entity to perform these certain administrative services. For the term of July 1, 2022 through June 30, 2025, the Host Entity is the County of Santa Cruz. The fee to join the Consortium is \$500 (one-time) as well as an annual participation fee calculated based on the proportionate share percentage of CMAA/TCM county-revenue received compared to the total of all CMAA/TCM LGA revenue received.

Overall participation in the CMAA/TMC program will allow the Public Health Department to access funding for claimable activities in association with health services accessibility promotion to residents.

Submitted by Stephanie Butters, Public Health Fiscal and Administrative Officer

Reviewed by Kathy Peterson, Interim Public Health Director

DS CMAATCM_FY22-25 LGA



COUNTY-BASED MEDI-CAL

**ADMINISTRATIVE ACTIVITIES (CMAA)
/ TARGETED CASE MANAGEMENT (TCM) AGREEMENT**

**Between the
COUNTY OF SANTA CRUZ
and
County of Mono**

THIS AGREEMENT is made and entered into by and between County of Mono, a political subdivision of the State of California, hereinafter referred to as “LOCAL GOVERNMENTAL AGENCY (LGA)” and the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as “HOST ENTITY.”

WITNESSETH:

WHEREAS, LGA desires to promote access to health services to residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by HOST ENTITY; and

WHEREAS, LGA has executed separate agreements with the California Department of Health Care Services (DHCS) to promote access to health services to residents for County-Based Medi-Cal Administrative Activities and Targeted Case Management and agrees to pay a participation fee under the terms of those agreements; and

WHEREAS, HOST ENTITY was selected by CMAA/TCM LGA Consortium (“Consortium”) to collect and disburse LGA participation fees; and

WHEREAS, the Santa Cruz County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:
 - 1.1. HOST ENTITY shall perform host entity duties for CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).
 - 1.2. HOST ENTITY is the “Host Entity” solely for the purpose of collecting and disbursing funds for the Consortium trust fund (“Trust Fund”), as described in the Consortium bylaws and terms of this AGREEMENT.

- 1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.
- 1.4. HOST ENTITY will receive a total annual compensation in the amount of Seventy-One Thousand, Five Hundred dollars (\$71,500) for the performance of its HOST ENTITY services under Sections 1.1 thru 1.3 of this contract paid from the Trust Fund.

2. LGA Responsibilities:

- 2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for CMAA and/or TCM program(s).

3. Disclaimers:

- 3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.
- 3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all its costs related to its participation in the CMAA and/or TCM program(s).
- 3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).

4. Insurance and Indemnification:

4.1. Insurance:

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising from the performance of its duties under this Agreement.

4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising from each parties' respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

5. Termination:

- 5.1. LGA may give written notice of its intent to terminate this AGREEMENT, and accordingly, relinquish its membership and rights to participate in the Consortium, at any time.

5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement for the period of the contract.

5.3. Participation fees shall be calculated and payable to the Host Entity for any and all claims reimbursements received by LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

6. Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2022 through June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

The parties agree to comply with the terms and conditions of the exhibits below, which are integral parts of this agreement and are deemed incorporated by reference herein.

Exhibits:

Exhibit A - Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities / Targeted Case Management

Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

“HOST ENTITY”
Duly Authorized

“LGA”
Duly Authorized

COUNTY OF SANTA CRUZ

County of Mono

DocuSigned by:
Jessica Randolph
By _____
A2B41FF66D5549A...
Monica Morales, Director
Health Services Agency
1800 Green Hills Road, Suite 240
Scotts Valley, California 95066

By _____
Kathryn Peterson, Interim Director
Public Health Department
PO Box 3329, 1290 Tavern Road, Suite 246
Mammoth Lakes, CA 93546

APPROVED AS TO FORM:



County Counsel

APPROVED BY RISK MANAGEMENT:



Risk Manager

Approved as to Form:
John Nguyen 4/8/2022
By _____
13427C3A75E8491...
Office of the County Counsel Date

Approved as to Insurances:
Enrique Salazar 4/10/2022
By _____
F88BB4ED1F11445...
Risk Management Date

DEFINITIONS

1. Local Government Agency (LGA) – A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.
2. CMAA/TCM LGA Consortium (“Consortium”) – A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.
3. Participation Fee (“Participation Fee”) – Payment to the Consortium for the consortium’s CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).
4. Executive Committee (EC) – A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.
5. Consortium Trust Fund (“Trust Fund”) – Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.
6. Membership – All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.
7. HOST ENTITY - The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.
8. Termination – To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final CMAA and/or TCM payments. All fees are due and payable during this time.

**EXHIBIT A: Scope of Work – Agreement Concerning County-Based Medi-Cal
Administrative Activities / Targeted Case Management**

HOST ENTITY shall:

1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee (“Participation Fee”) invoice to the LGA pursuant to Exhibit B.
2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium (“Consortium”) participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
4. Pay the DHCS CMAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA consultant(s). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trust fund.
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to Executive Committee of the Consortium, for approval, an annual budget.
9. Pay all expenses incurred as HOST ENTITY, including costs related to coordinating the Annual Medical Administrative Activities (MAA) Conference hosted by the Consortium.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

LGA shall:

1. Pay Participation Fee to HOST ENTITY within thirty (30) days from receipt of invoice.
2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.
3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

EXHIBIT B: Payment and Fee Structure

1. Initial or Reinstate Membership Fee: The LGA shall pay a one-time \$500 fee to initially join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) Consortium (“Consortium”). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Host Entity.
2. Annual Participation Fee:
 - a. The LGA shall be assessed an annual participation fee calculated as the LGA’s proportionate share of the LGA Consortium’s approved current fiscal year budget.
 - b. The LGA’s proportionate share percentage shall be calculated as the actual MAA and TCM revenue received from DHCS by the LGA during the prior fiscal year divided by the total MAA and TCM revenue received from DHCS by all LGAs for that same period.
 - c. The LGA’s proportionate share of the LGA Consortium’s approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium’s total budgeted expenditures for the MAA and TCM programs for the current fiscal year.

Certificate Of Completion

Envelope Id: ADA8AB70ECD7487AB7B317E67A3155A6
Subject: Contract 23R0238 (12441) 4/26/22 BOS
Source Envelope:
Document Pages: 7
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
Envelope Originator:
Mary Chavez
701 Ocean Street
Santa Cruz, CA 95060
Mary.Chavez@santacruzcounty.us
IP Address: 107.3.171.147

Record Tracking

Status: Original
4/8/2022 2:58:49 PM

Holder: Mary Chavez
Mary.Chavez@santacruzcounty.us

Location: DocuSign

Security Appliance Status: Connected
Storage Appliance Status: Connected

Pool: FedRamp
Pool: County of Santa Cruz

Location: DocuSign

Signer Events

John Nguyen
John.Nguyen@santacruzcounty.us
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
John Nguyen
13427C3A75E8491...

Timestamp

Sent: 4/8/2022 3:00:31 PM
Viewed: 4/8/2022 3:56:26 PM
Signed: 4/8/2022 4:03:31 PM

Signature Adoption: Pre-selected Style
Signed by link sent to
John.Nguyen@santacruzcounty.us
Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 4/8/2022 3:56:26 PM
ID: 89022582-a883-4623-9092-d3c66c6467f3

Enrique Sahagun
Enrique.Sahagun@santacruzcounty.us
Risk Manager
County of Santa Cruz
Security Level: Email, Account Authentication (None)

DocuSigned by:
Enrique Sahagun
F88BB4ED1F11445...

Sent: 4/8/2022 4:03:33 PM
Viewed: 4/10/2022 12:44:17 PM
Signed: 4/10/2022 12:45:18 PM

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Signed by link sent to
Enrique.Sahagun@santacruzcounty.us
Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

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CBD eSignature
CBD.eSignature@santacruzcounty.us
County of Santa Cruz
Security Level: Email, Account Authentication (None)

Signed



Sent: 4/10/2022 12:45:19 PM
Viewed: 4/26/2022 2:56:37 PM
Signed: 4/26/2022 2:57:13 PM
Freeform Signing

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 5:29:04 PM
ID: c4e5a2a3-4d71-4795-ac63-16aaad036e28

Signer Events	Signature	Timestamp
<p>Jessica Randolph jessica.randolph@santacruzcounty.us Director of Admin Services County of Santa Cruz Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  A2B41FF65D5549A...</p> <p>Signature Adoption: Pre-selected Style Signed by link sent to jessica.randolph@santacruzcounty.us Using IP Address: 71.93.37.150</p>	<p>Sent: 4/26/2022 2:57:15 PM Viewed: 4/26/2022 3:05:25 PM Signed: 4/26/2022 3:05:31 PM</p>

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Nikki Yates Nikki.Yates@santacruzcounty.us County of Santa Cruz Security Level: Email, Account Authentication (None)</p>	<p></p>	<p>Sent: 4/26/2022 3:05:32 PM</p>

Electronic Record and Signature Disclosure:
Accepted: 3/2/2022 4:00:48 PM
ID: fd2061df-9203-4a6d-b61c-0cb696122ca7

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/8/2022 3:00:31 PM
Certified Delivered	Security Checked	4/26/2022 3:05:25 PM
Signing Complete	Security Checked	4/26/2022 3:05:31 PM
Completed	Security Checked	4/26/2022 3:05:32 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		









Contract 23R0238 Master Agreement CMAA-TCM 07.01.22-06.30.25 (Routing Packet)

Final Audit Report

2023-02-28

Created:	2023-02-25
By:	Stephanie Butters (sbutters@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXCHIM30r1A_SyusWy-sHxJAMpfoukLAI

"Contract 23R0238 Master Agreement CMAA-TCM 07.01.22-06.30.25 (Routing Packet)" History

-  Document created by Stephanie Butters (sbutters@mono.ca.gov)
2023-02-25 - 0:17:08 AM GMT- IP address: 162.252.88.212
-  Document emailed to Christopher Beck (cbeck@mono.ca.gov) for signature
2023-02-25 - 0:20:14 AM GMT
-  Email viewed by Christopher Beck (cbeck@mono.ca.gov)
2023-02-27 - 6:26:38 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Christopher Beck (cbeck@mono.ca.gov)
Signature Date: 2023-02-27 - 6:27:48 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Document emailed to Jacob Sloane (jsloane@mono.ca.gov) for signature
2023-02-27 - 6:27:50 PM GMT
-  Email viewed by Jacob Sloane (jsloane@mono.ca.gov)
2023-02-27 - 7:35:36 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Jacob Sloane (jsloane@mono.ca.gov)
Signature Date: 2023-02-28 - 6:22:27 PM GMT - Time Source: server- IP address: 162.252.88.212
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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: Public Health

TIME REQUIRED

SUBJECT Public Health Department County
Medi-Cal Administrative Activities
(CMAA) Participation Agreement
Effective July 1, 2021

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with the State of California, Department of Health Care Services pertaining to the Participation Agreement between the Department of Health Care Services and the County of Mono for participation in the County Medi-Cal Administrative Activities program under California's Medi-Cal program. The proposed contract will replace current Contract 21-10014 A01.

RECOMMENDED ACTION:

Approve, and authorize the Interim Public Health Director to sign, contract with the State of California, Department of Health Care Services pertaining to the Participation Agreement between the Department of Health Care Services and the County of Mono for participation in the County Medi-Cal Administrative Activities program under California's Medi-Cal program. The contract will remain in effect until terminated by either party.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. As allowable activities occur, funding can be drawn down under the Participation Agreement for allowable costs associated with assisting the Department of Health Care Services in administration of the Medi-Cal Program.

CONTACT NAME: Stephanie Butters

PHONE/EMAIL: 760-932-5587 / sbutters@mono.ca.gov

SEND COPIES TO:

Stephanie Butters, Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time	Who	Approval
3/13/2023 10:58 AM	County Counsel	Yes
3/15/2023 11:03 AM	Finance	Yes
3/15/2023 7:45 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

DATE: March 14, 2023

TO: Honorable Board of Supervisors

FROM: Kathryn Peterson, Interim Public Health Director

SUBJECT: County Medi-Cal Administrative Activities (CMAA) Participation Agreement Effective July 1, 2021

Discussion:

Funding is available to local governmental agencies through the State of California, Department of Health Care Services to assist in covering the cost of administering Medi-Cal activities. Allowable activities include Medi-Cal outreach, facilitation of Medi-Cal applications, contracting for Medi-Cal services and Medi-Cal administrative activities, program planning and policy development to improve delivery of Medi-Cal services through interagency coordination, and general administration of the Agency CMAA program.

The County entered into County Medi-Cal Administrative Activities Contract 21-10014 on May 11, 2021. An amendment was entered into on March 2, 2022 with Contract 21-10014 A01. The State of California, Department of Health Care Services wishes to abandon and terminate current Contract 21-10014 A01 and replace it with this evergreen Participation Agreement which will be effective as of July 1, 2021 and will remain in effect until terminated by either party.

As allowable activities occur, funding can be drawn down under the Participation Agreement for allowable costs associated with assisting the Department of Health Care Services in administration of the Medi-Cal Program.

Submitted by Stephanie Butters, Public Health Fiscal and Administrative Officer

Reviewed by Kathy Peterson, Interim Public Health Director



MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services
County-based Medi-Cal Administrative Activities (CMAA)
Program Participation Agreement



GAVIN NEWSOM
GOVERNOR

County of: Mono

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Mono is to permit the Local Governmental Agency (LGA) to participate in the CMAA program under California’s Medi-Cal program.

ARTICLE II – AUTHORITY

This PA is authorized pursuant to and in accordance with 2 Code of Federal Regulations, part 200 et seq.; 42 Code of Federal Regulations, part 433; Welfare and Institutions Code section 14132.47; DHCS issued policy and guidance, including but not limited to the CMAA Operational Plan, Policy and Procedure Letters (PPLs) published by the CMAA program; and any other applicable federal and state laws and regulations.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective as of July 1, 2021.
2. Upon the execution of this PA, both the LGA and DHCS agree to abandon and terminate the current Contract 21-10014 A01.
3. This PA will remain in effect until terminated by either party pursuant to this article subject to the requirements and conditions set forth in this PA.
4. Termination Without Cause:

Either party may terminate this PA without cause by issuing a written notification to the other party of the intent to terminate the PA at least 30-days prior to the termination date. Termination shall result in the LGA’s immediate withdrawal from the CMAA program on the termination date and exclusion from further participation in the CMAA program unless and until the LGA is reinstated by DHCS in the CMAA program. DHCS will continue to reimburse allowable claims for services provided prior to termination if they are accurate and complete. LGAs will remain responsible for any recoupments due to federal/state deferrals or disallowances for claims submitted prior to termination.

LGA CMAA Participation Agreement

County of: Mono

5. Termination With Cause:

DHCS may terminate this PA for cause, effective immediately, if the LGA fails to comply with any of the terms of this PA. Furthermore, DHCS may terminate this PA for cause, effective immediately, if DHCS determines that the LGA does not meet the requirements for participation in the CMAA program, the LGA has not submitted a valid reimbursement claim to the CMAA program, or the LGA is unable to certify that the claims are eligible for federal funds. Termination will result in the LGA's immediate withdrawal and exclusion from further participation in the CMAA program.

The conviction of an employee, subcontractor, or authorized agent of the LGA, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in the CMAA program. Failure of the LGA to exclude a convicted individual from participation in the CMAA program shall constitute a breach of contract and DHCS may terminate this PA with cause.

Finally, DHCS may terminate this PA with cause in the event that DHCS determines that the LGA, or any employee or contractor working with the LGA has violated the laws, regulations or rules governing the CMAA program. In cases where DHCS determines that the health and welfare of Medi-Cal beneficiaries or of the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made this determination. After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

ARTICLE IV – PROJECT REPRESENTATIVES

Matthew Jones, Chief
County-Based Medi-Cal Administrative Activities Unit
Local Governmental Financing Division
Department of Health Care Services
Telephone: (916) 345-7867
E-Mail: Matthew.Jones@dhcs.ca.gov

Direct all inquiries and notices to:

County-Based Claiming & Inmate Services Section
Tyler Shimizu, CMAA Analyst
1501 Capitol Ave., MS 4603
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-8692
E-Mail: Tyler.Shimizu@dhcs.ca.gov

LGA CMAA Participation Agreement

County of: Mono

County of Mono
Attn: Stephanie Butters
Fiscal & Administrative Officer
PO Box 3329
Bridgeport, CA 93517
Telephone: (760) 932-5587
E-Mail: sbutters@mono.ca.gov

Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Participation Agreement.

ARTICLE V – LGA RESPONSIBILITIES

1. The LGA shall comply with all provisions of the CMAA Operational Plan, the CMAA and Targeted Case Management (TCM) Time Survey Methodology, DHCS Policy and Procedure Letters (PPLs), state issued policy directives, 42 United States Code Section 1396 et seq., 42 Code of Federal Regulations part 400 et seq., 45 Code of Federal Regulations part 95 et seq., 2 Code of Federal Regulations part 200 et. seq., relevant portions of Welfare and Institutions Code, Chapter 7 (commencing with section 14000) and Chapter 8 (commencing with section 14200), and the relevant portions of the California Code of Regulations, title 22, section 50000 et seq., all as periodically amended.
2. The LGA shall adhere to the Business Associate Agreement (BAA) and its attachments, and any subsequent updates, which are incorporated herein as Exhibit A and made part of this PA by reference. The BAA may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the LGA with copies of the BAA at the time or before the PA is presented to the LGA for review, acceptance, and signature and will require acknowledgement of receipt by the LGA. Periodic updates to the BAA that are not electronically accessible via the Internet, an extranet link, or other mechanism will be presented to the LGA under separate cover and acknowledgement of receipt will be required. DHCS will maintain a copy of the BAA referenced herein and any subsequent updates. Data released to LGAs per the BAA is to be used solely for the purpose of verifying the Medi-Cal eligibility, Federal Financial Participation eligibility, Managed Care Plan designations, and identifying beneficiaries with alternate format needs, if applicable. The data elements used are listed in Attachment A to the BAA.
3. The LGA must ensure all applicable state and federal requirements are met with regard to expense allowability and fiscal documentation.
 - A. The LGA must ensure that all claims submitted to DHCS for reimbursement include only allowable reimbursable activities as detailed in the CMAA Operational Plan.

LGA CMAA Participation Agreement

County of: Mono

- B. CMAA invoices from the LGA submitted to and accepted by DHCS for payment, shall not be deemed evidence of an agreement of allowable costs.
 - C. Supporting documentation of all amounts invoiced shall be maintained for review and audit, and supplied to DHCS upon request, pursuant to this PA to permit a determination of expense allowability.
 - i. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate, according to Generally Accepted Accounting Principles or practices, all questioned costs may be disallowed and payment may be withheld or recouped by DHCS. Upon receipt of adequate documentation supporting a disallowed or questioned expense, reimbursement may resume for the amount substantiated and deemed allowable reimbursement.
 - D. Federal regulations require that all records in support of allowable CMAA claims must be maintained for a minimum of three fiscal years after the end of the quarter in which the LGA receives reimbursement from DHCS for the last revised or corrected quarterly invoice, or later if required by DHCS directive or until a State or federal audit is completed.
4. LGA will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.
 5. The LGA assures DHCS that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
 6. As a condition of participation in the CMAA program, and in recognition of costs incurred administering the CMAA program, the LGAs shall pay an annual participation fee through a mechanism agreed to by DHCS and LGAs, or, if no agreement is reached by August 1 of each year, directly to DHCS.
 - A. The participation fee shall be used to cover the cost of administering the CMAA program, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.

LGA CMAA Participation Agreement

County of: Mono

- B. The amount of the participation fee shall be based upon the anticipated DHCS salaries, benefits, operating expenses, and equipment necessary to administer the CMAA program and other costs related to that process.
7. At times, the LGA may find it necessary to enter into subcontracts with other organizations, such as Community Benefit Organizations (CBOs), to perform CMAA. The LGA agrees that any subcontracts created for this purpose will comply with the following requirements. Additionally, the LGA agrees to ensure that elected subcontractors adhere to the same federal and state rules and regulations as the LGA.
 - A. Any and all subcontracts entered into to perform allowable CMAA activities must be made available for DHCS or federal review.
 - B. The LGA is responsible for the acts and omissions of its employees or subcontractors.
 - C. Contracts between the LGA and subcontractors must not include any employees who have been convicted of a felony or a misdemeanor involving fraud or abuse of any Medi-Cal applicant or beneficiary or abuse of the Medi-Cal program, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude a convicted individual from participation in the Medi-Cal Administrative program shall constitute a breach and may subject this PA to termination pursuant to Article III, Provision 4.
 - i. An employee shall continue to be excluded from the CMAA program, regardless of any subsequent court order pursuant to section 1203.4 of the Penal Code allowing the employee to withdraw his or her plea of guilty and to enter a plea of guilty or not guilty, or setting aside the verdict of guilty or dismissing the accusation, information or indictment.
 - D. Contracts between the LGA and subcontractors must not include any employees of either party who have been suspended or excluded from participation in the Medi-Cal, Medicaid, or Medicare programs, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude a suspended or excluded employee from participation in the CMAA program shall constitute a breach and may subject this PA to termination pursuant to Article III, Provision 4.
 - E. Any contracts between the LGA and subcontractors must not include any employees of either party whose license, certificate, or registration has been revoked, suspended, or restricted if the license, certificate, or registration is required for Medi-Cal administrative activities, as such employees are excluded from participation in the CMAA program. Failure of the LGA to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted from the CMAA program may constitute a breach and subject this PA to termination pursuant to Article III, Provision 4.

LGA CMAA Participation Agreement

County of: Mono

ARTICLE VI – DHCS RESPONSIBILITIES

1. DHCS will remit payment to the LGA for eligible activities performed in accordance with the CMAA program and billed in accordance with applicable claim submission requirements found in the CMAA Operational Plan and PPLs issued by the CMAA program. In addition, DHCS will provide time survey training and invoice training to the LGA coordinators.

ARTICLE VII – FISCAL PROVISIONS

1. The LGA will be reimbursed for actual quarterly CMAA expenditures incurred in accordance with the allowable costs specified herein pursuant to the certified public expenditure provisions and the CMAA Invoice provisions of the CMAA Operational Plan, quarterly time survey results based on the CMAA/TCM Time Survey Methodology, and PPLs issued by the CMAA program.
2. CMAA invoices shall include this agreement number and shall be submitted quarterly on a schedule established by DHCS. Invoices shall be submitted to DHCS electronically through the DHCS Secure File Transfer drop site.
3. Payments due to DHCS must be submitted to:

U.S. Mail

Tyler Shimizu
 Department of Health Care Services
 Local Governmental Financing Division
 County-Based Claiming and Inmate
 Services Section
 MS 2826
 PO Box 997436
 Sacramento, CA 95899-7436

Overnight Mail

Tyler Shimizu
 Department of Health Care Services
 Local Governmental Financing Division
 County-Based Claiming and Inmate
 Services Section
 MS 2826
 1501 Capitol Avenue
 Sacramento, CA 95814-5005

4. LGAs and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (2 C.F.R. § 200, and, specifically, 2 C.F.R. § 200.330). Consequently, as contractors, and distinguished from subrecipients, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.
5. Submission of a falsified CMAA invoice by an LGA shall constitute a breach and grounds for termination of this PA pursuant to Article III, Provision 4. Submission of a CMAA invoice without supporting documentation by an LGA may constitute a breach and grounds for termination of this PA pursuant to Article III, Provision 4.

ARTICLE VIII – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for the CMAA

LGA CMAA Participation Agreement

County of: Mono

program, this PA shall be of no further force and effect. In such event, DHCS shall unequivocally have no liability to pay any funds to the LGA or to furnish any other considerations under the PA and the LGA shall not be obligated to perform any provisions of this PA.

2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of the CMAA program, DHCS shall have the option to either cancel this PA, with no liability to DHCS; or offer the LGA an amendment to the PA that reflects the reduced amount.

ARTICLE IX – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the LGA shall cooperate with DHCS in replying to and complying with any federal audit exception related to the CMAA program. The LGA shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The LGA shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties, shall be payable on demand from DHCS.
2. If the LGA fails to remit payment, including any interest and penalties, pursuant to a federal audit disallowance following a demand for such payment from DHCS; DHCS has the option to terminate this PA, withhold future payments to the LGA for services rendered, or recoup payments made to the LGA for services rendered under the CMAA program.

ARTICLE X – AMENDMENT

1. This PA and any exhibits attached hereto shall constitute the entire agreement among the parties regarding the CMAA program and supersedes any prior or contemporaneous understanding or agreement with respect to the CMAA program and may be amended only by a written amendment to this PA.
2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XI – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PA.
2. The interpretation and performance of this PA shall be governed by the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.

LGA CMAA Participation Agreement

County of: Mono

ARTICLE XII – INDEMNIFICATION

1. It is agreed that the LGA shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the LGA, its officers, employees, or agents.

ARTICLE XIII – AVOIDANCE OF CONFLICTS OF INTEREST

1. The LGA is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.6 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to California Code of Regulations, title 22, section 51466.

LGA CMAA Participation Agreement

County of: Mono

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

LGA Name: County of Mono

Kathryn Peterson
Name of Authorized Representative
(Person legally authorized to bind contracts for the LGA)

Interim Public Health Director
Title of Authorized Representative

Signature of Authorized Representative

Date

APPROVED AS TO FORM:


County Counsel

APPROVED BY RISK MANAGEMENT:


Risk Manager

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative
Brian Fitzgerald, Chief, Local Governmental Financing Division
Typed or Printed Name/Title of the DHCS Authorized Representative

Date

DEPARTMENT OF HEALTH CARE SERVICES

HIPAA Business Associate Addendum

Attachment A

The following data files will be provided pursuant to this Agreement:

Local Government Agency (LGA)

LGAs will receive the following data elements from DHCS through the MOVEit eTransfer System for client data uploaded into LGAs' MOVEit accounts:

1. Social Security Number
2. Last Name
3. First Name
4. Middle Initials
5. Date of Birth (CCYYMMDD)
6. CMAA Match Indicator
7. CMAA Rec Eligibility Indicator
8. Current Month CMAA Eligibility Indicator
9. 23 Prior Months CMAA Eligibility Indicators
10. MEDS Current Renewal Date
11. Fee For Service or Managed Care Indicator
12. Current HCP Plan Code
13. Federal Financial Participation Qualified Status Indicator
14. Alternate Format Selection Description

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, (CFR) Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term “Agreement” as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the “parties.”
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. Permitted Uses and Disclosures of PHI by Business Associate

Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 Specific Use and Disclosure Provisions

Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure

- 9.1.1** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security

- 9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of [NIST SP 800-53, Revision 5](#), is available online at; updates will be available online through the [Computer Security Resource Center website](#).
- 9.2.3** Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the [Cryptographic Module Validation Program Search](#), with information about the [Cryptographic Module Validation Program under FIPS 140-2](#). In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.
- 9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent

Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI

Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations

To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival

At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data

If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS

- 18.1.1** Business Associate shall notify DHCS immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

18.1.2 Business Associate shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information in Section 18.6.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online [here](#) at the DHCS Data Privacy webpage.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation

Business Associate shall immediately investigate such security incident or breach.

18.3 Complete Report

To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This “Final PIR” must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A “Supplemental PIR” may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate’s determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate’s corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals

If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS

If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 DHCS Contact Information

To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

18.6.1 DHCS Program Contract Manager

See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.

18.6.2 DHCS Privacy Office

Privacy Office
c/o: Office of HIPAA Compliance
Department of Health Care Services
P.O. Box 997413, MS 4722
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

Telephone: (916) 445-4646

18.6.3 DHCS Information Security Office

Information Security Office
DHCS Information Security Office
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS

DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings

DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer

DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.









CMAA EVERGREEN Participation Agreement - Mono County (Routing Packet)

Final Audit Report

2023-02-28

Created:	2023-02-25
By:	Stephanie Butters (sbutters@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABMWjtcAvfAi6Q0OCHXvynYBOYXUbgEht

"CMAA EVERGREEN Participation Agreement - Mono County (Routing Packet)" History

-  Document created by Stephanie Butters (sbutters@mono.ca.gov)
2023-02-25 - 0:07:26 AM GMT- IP address: 162.252.88.212
-  Document emailed to Christopher Beck (cbeck@mono.ca.gov) for signature
2023-02-25 - 0:15:27 AM GMT
-  Email viewed by Christopher Beck (cbeck@mono.ca.gov)
2023-02-27 - 6:28:03 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Christopher Beck (cbeck@mono.ca.gov)
Signature Date: 2023-02-27 - 6:30:17 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Document emailed to Jacob Sloane (jsloane@mono.ca.gov) for signature
2023-02-27 - 6:30:19 PM GMT
-  Email viewed by Jacob Sloane (jsloane@mono.ca.gov)
2023-02-27 - 7:35:40 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Jacob Sloane (jsloane@mono.ca.gov)
Signature Date: 2023-02-28 - 6:26:32 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Agreement completed.
2023-02-28 - 6:26:32 PM GMT





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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT SB54 Advisory Board Appointment
Letter of Recommendation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Plastic Pollution Prevention and Packaging Producer Responsibility Act ("SB 54") requires the Director of the Department of Resources Recycling and Recovery (CalRecycle) to appoint a producer responsibility advisory board by July 1, 2023 for the purpose of identifying barriers and solutions to creating a circular economy and advising the department, producers, and producer responsibility organizations in the implementation of this new law. This item presents a letter of recommendation to CalRecycle SB 54 Implementation Team for the appointment of Kendra Knight to the SB54 Advisory Board.

RECOMMENDED ACTION:

Approve the letter as presented.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
3/16/2023 9:58 AM	County Counsel	Yes

3/16/2023 9:54 AM

Finance

Yes

3/16/2023 10:00 AM

County Administrative Office

Yes



Jennifer Kreitz ~ District One Rhonda Duggan ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Lynda Salcido ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Scheereen Dedman, Clerk of the Board

March 21, 2023

Attn: CalRecycle Implementation Team

(Sent via email)

packaging@calrecycle.ca.gov

Re: SB 54 Plastic Pollution Prevention and Packaging Producer Responsibility Act Advisory Board Recommendation

Dear CalRecycle SB 54 Unit,

I am writing to recommend Kendra Knight, Sustainability Coordinator for Mammoth Disposal, for the position of the rural representative for the SB 54 Advisory Board. We have had the opportunity to work together with Ms. Knight for the past couple years towards recycling and sustainability efforts in Mono County and have been consistently impressed with her diligence, efficiency, and ability to get things accomplished for our communities.

Most recently, Ms. Knight has worked with Mono County towards reducing our plastics use and funding a viable reusable program for our local restaurants, as well as diverting as many materials from our landfills as possible. She collaborates with local businesses and multifamily units to find solutions to our many challenges with AB 341 and SB 1383. Ms. Knight will pilot a restaurant reusables program in our County this summer. As a rural county, we are exempt from the collections of organics. However, in her role as Sustainability Coordinator, Ms. Knight goes above and beyond our requirements to assist in discovering the best solutions for our jurisdictions.

I believe that Ms. Knight would be a strong addition to your advisory board. She has impressive organizational skills and the ability to achieve the goals we set for our communities. Ms. Knight's knowledge of rural locations and the challenges they face would be a beneficial asset to your board.

We strongly recommend Ms. Knight for the position of rural representative for the SB 54 Advisory Board. She is organized, detail-oriented, effective, and committed to seeing our goals accomplished. She would make an excellent addition to your team.

Sincerely,

Rhonda Duggan, Chair

Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: Clerk of the Board

TIME REQUIRED 10 minutes

SUBJECT Letter to United States Postal Service
Regarding June Lake, Lee Vining
and Bridgeport Post Offices

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter signed by Board Chair Duggan to the United States Postal Service Board of Governors, regarding the ongoing crisis within Mono County with respect to residents' access to mail service.

RECOMMENDED ACTION:

None, (informational only).

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
3/15/2023 9:05 AM	County Counsel	Yes
3/15/2023 11:09 AM	Finance	Yes
3/15/2023 7:45 PM	County Administrative Office	Yes



Jennifer Kreitz- District One Rhonda Duggan ~ District Two Bob Gardner ~ District Three
John Peters- District Four Lynda Salcido District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Scheereen Dedman, Clerk of the Board

March 14, 2023

Roman Martinez IV
Chairman, Board of Governors
United States Postal Service

Mr. Martinez,

We write regarding an ongoing crisis within Mono County with respect to our residents' access to mail service and to request your assistance in addressing our current situation. As you may be aware, several counties in California, including Mono County, are under both state and federal emergency proclamations due to a series of destructive winter storms.

Since a large winter storm hit Mono County on February 23rd through 25th (the "Late February Storm"), mail service has been effectively suspended for several of our communities. Mono County administration and staff have made multiple attempts to reach out to USPS staff and officials in our area in order to partner on solutions, often with no response. A severe lack of communication from the USPS has significantly hampered Mono County's efforts to collaborate with the USPS to provide solutions and access to residents who rely on postal service to obtain their paychecks, bills, medications, and other essential items.

With this letter, we hope to make you aware of the current challenges our residents are facing, and to request your help in working with Mono County to achieve solutions for our residents. Below is a summary of the current situation with mail service in each of our impacted communities.

Bridgeport

First, we wish to acknowledge the sudden appearance of a mail trailer in Bridgeport today, as this letter was being written, and thank the USPS for its delivery. We sincerely hope that the new facility is able to address our immediate crisis in this community. However, the following concerns remain relevant, and we appreciate your consideration of them.

During the Late February Storm, the Post Office in Bridgeport was severely damaged and rendered unusable. Mono County staff reached out to the Postmaster for Bridgeport to attempt to assist in arranging for alternative mail delivery or arrange for placement of cluster boxes for mail distribution. County staff provided an agreement to place cluster boxes on County

property, but did not receive a response. County staff were told on March 14th that someone would be sent to evaluate the Post Office building in Bridgeport, but were not told when such person would perform that evaluation nor given a timeline for any resolution regarding the building. County staff have also asked for contacts of additional postal service representatives to coordinate with but have been refused. As noted above, on March 14th, residents observed a mail trailer on the site of the Bridgeport Post Office, but there has not been communication about ongoing mail distribution either with residents or County staff.

Mono City

Mono City is a small unincorporated community located 7 miles north of Lee Vining. Mono City's mail is routed to the Post Office in Lee Vining. Mono City has been effectively stranded by avalanches during the Late February Storm that resulted in the closures of its only two access roads since February 24th: U.S. Highway 395 between Lee Vining and Bridgeport and State Route 167 from U.S. Highway 395 to the Nevada State Line. CalTrans, which is responsible for clearing U.S. Highway 395, has reported as of March 14th that it does not expect U.S. Highway 395 to be reopened between Mono City and Lee Vining for at least another two weeks.

State Route 167 has been reopened for essential traffic, which has allowed residents to receive necessary supplies. However, Mono City residents would have to undertake a 4 hour drive one-way, or 8 hours round trip, to reach Lee Vining around the persistent closure on U.S. Highway 395 in order to receive their mail. Mono County staff have attempted to reach out to relevant postal staff to see if the County can assist in arranging for mail to be brought to the community, but have not received a response.

Lee Vining

Lee Vining was cut off from access by road for 4 days following the Late February Storm. It has since been subject to repeated closures of U.S. Highway 395 in subsequent storms. Mail has been slow to arrive in Lee Vining because of these closures, and slower to be sorted because of staff shortages. The Lee Vining Post Office has already-reduced hours of 10am-1pm due to staffing shortages, but since the Late February Storm residents have reported showing up to the Post Office and no staff are present and there is no signage indicating when staff will return. Residents have reported that they are being told staff shortages, as well as the additional incoming mail from June Lake (described below), are delaying the sorting and distribution of their mail.

June Lake

During the Late February Storm, a water pipe malfunctioned in the Post Office located within June Lake and the building became unusable. Residents were not informed until late the following week that mail was no longer being delivered to the Post Office and instead would be routed to the Post Office in Lee Vining, about 15 miles to the north. As of March 13, residents of June Lake reported that they went to the Lee Vining Post Office and were still told that mail had not been sorted and could not be distributed to them. Residents have received no

communications or signage regarding the status of repairs at the Post Office in June Lake, and regularly cannot contact anyone at the Lee Vining Post Office by phone to confirm that mail will be available to them if they make the drive up to Lee Vining.

* * *

Mono County is eager to work with the USPS to achieve solutions for residents so that they can access reliable mail service and their essential mail. Please direct responses to our Acting County Administrative Officer, Mary Booher, mbooher@mono.ca.gov, 760-932-5414. We look forward to your prompt response in addressing this growing crisis and finding ways to work together to solve it as quickly as possible.

Sincerely,

Rhonda Duggan
Chair, Mono County Board of Supervisors

CC:

Anton G. Hajjar, Vice Chairman, Board of Governors
Robert M. Duncan, Member, Board of Governors
Derek Kan, Member, Board of Governors
Amber F. McReynolds, Member, Board of Governors
Donald L. Moak, Member, Board of Governors
Ronald A. Stroman, Member, Board of Governors
Daniel Tangherlini, Member, Board of Governors
William D. Zollars, Member, Board of Governors
Louis DeJoy, Postmaster General and Chief Executive Officer
Honorable Congressman Kevin Kiley
Mary Ann Simpson, Director, Western States USPS Office of Government Relations
Andrew Jones, California Representative, USPS Office of Government Relations
White House Office of Intergovernmental Affairs



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: Clerk of the Board

TIME REQUIRED 10 minutes

SUBJECT Letter in Support of Application for
Grant Funds for Campground
Improvements

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter of support for the Mammoth Lakes Trails and Public Access Foundation (MLTPA) and its funding proposal to the Sierra Nevada Conservancy's Vibrant Recreation and Tourism Grant Program for support of the "Eastern Sierra Campground Improvements" project as recommended by the Eastern Sierra Sustainable Recreation Partnership (ESSRP) and its Sustainable Recreation and Tourism Initiative (SRTI). This letter was executed by Chair Duggan pursuant to the County's approved Legislative Platform.

RECOMMENDED ACTION:

None, (informational only).

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Letter of support](#)

History

Time

3/15/2023 3:30 PM

Who

County Counsel

Approval

Yes

3/15/2023 3:44 PM

Finance

Yes

3/15/2023 7:45 PM

County Administrative Office

Yes



Jennifer Kreitz ~ District One Rhonda Duggan ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Lynda Salcido ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Scheereen Dedman, Clerk of the Board

March 15, 2023

SNC Grants Team
c/o Matt Driscoll
Sierra Nevada Conservancy
11521 Blocker Dr., Ste. 205
Auburn, CA 95603

Attn: Matt Driscoll, Eastern Sierra Area Representative, Sierra Nevada Conservancy

RE: Letter of Support for SNC Application #1586 “Eastern Sierra Campground Improvements”


Dear Mr. Driscoll:

On behalf of the Mono County Board of Supervisors, we are writing today to express support for the Mammoth Lakes Trails and Public Access Foundation (MLTPA) and its funding proposal to the Sierra Nevada Conservancy’s Vibrant Recreation and Tourism Grant Program for support of the “Eastern Sierra Campground Improvements” project as recommended by the Eastern Sierra Sustainable Recreation Partnership (ESSRP) and its Sustainable Recreation and Tourism Initiative (SRTI).

Through the U.S. Forest Service’s national USFS Innovative Finance for National Forests Program, the Inyo National Forest (Inyo NF), the Mammoth Lakes Trails and Public Access Foundation (MLTPA), and Quantified Ventures (QV) have identified four Eastern Sierra campground areas in Lee Vining Canyon, Red’s Meadow, Shady Rest, and Independence Creek Canyon for pilot projects that will generate economic benefits for local communities and the region’s outdoor recreation economy. This is the second phase of the Inyo National Forest Campground Project and is being guided by a Business Plan produced by the project partners in phase one. The Inyo NF is proposing major upgrades to these campground areas to increase the number of sites and improve utilities and amenities. In 2022, the Inyo NF secured \$440,000 through the Great American Outdoors Act (GAOA) to fund designs for campground improvements. MLTPA and the Inyo NF will work together using SNC funds to project manage and supervise the survey work, schematic layouts, full redesign plans, and environmental decisions necessary for the four pilot projects to become “shovel ready” using GAOA funds already committed to the Inyo NF.

The COVID-19 pandemic and the overwhelming surge in outdoor recreation visitation to the Eastern Sierra in recent years has provoked change, and with many new realities in mind, we strongly support MLTPA's funding request for support of the "Eastern Sierra Campground Improvements" project.

Sincerely,


Rhonda Duggan (Mar 15, 2023 14:51 PDT)

Rhonda Duggan
Chair
Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: Emergency Management

TIME REQUIRED 45 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Chris Mokracek, Director of
Emergency Management

SUBJECT Winter Storm Update

AGENDA DESCRIPTION:

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

Presentation by Chris Mokracek providing an update on the impacts of and response to the current winter storms.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
3/15/2023 9:05 AM	County Counsel	Yes
3/15/2023 11:03 AM	Finance	Yes
3/15/2023 7:45 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: CAO, Finance

TIME REQUIRED 45 minutes

SUBJECT County Fees - Workshop

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Acting County
Administrative Officer; Janet Dutcher,
Finance Director

AGENDA DESCRIPTION:

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

The County engaged Willdan Financial Services to identify and calculate the cost of county services, including specifically the County's current total cost of providing each service. Willdan has completed the fee study and will guide a discussion about their methodology and inputs used in making the calculations, the results of the fee study, recommendations regarding the Board's authority to subsidize fees at less than full cost, and next steps towards adopting an updated master fee schedule in time for the FY 2023-24 budget.

RECOMMENDED ACTION:

Receive a Countywide Fee Study report and presentation prepared by Willdan Financial Services. Provide direction to staff to coordinate the next steps and return for consideration of approval and implementation of the Countywide Fee Study.

FISCAL IMPACT:

None today. The fee study, once implemented, will result in an increase of unknown amount of revenue in the FY 2023-24 budget.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Draft Fee Study Report](#)

[PowerPoint](#)

History

Time	Who	Approval
3/14/2023 8:37 AM	County Counsel	Yes
3/15/2023 11:04 AM	Finance	Yes
3/15/2023 7:40 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

TO: Honorable Board of Supervisors

FROM: Mary Booher, Acting County Administrator
Megan Chapman, Budget Officer
Janet Dutcher, Finance Director

DATE: March 21, 2023

RE: County Fees Workshop

Recommended Actions

1. Receive a Countywide Fee Study report and presentation prepared by Willdan Financial Services.
2. Provide direction to staff to coordinate the next steps and return to your Board for consideration of approval and implementation of the Countywide Fee Study.

Background and Discussion

Except for fees specified by State law, fees cannot exceed the cost of providing the services. The basic concept of fees is to charge the actual user of the services for the cost of providing the services. In cases where there is no fee or the fee does not fully cover costs, other taxpayers must subsidize the cost of providing these services. The Board, as the policy-setting body for the County, has the authority to set the fee at less than full costs, thereby using other resources to subsidize the costs incurred to provide services. In total, the County reported total fees of \$8.2 million, which includes both state-mandated and locally determined fees.

In past years, Mono County staff performed calculations internally for setting County fees for services. County staff last undertook this process on June 12, 2012, when a public hearing occurred. The Board adopted new or increased fees by approving a resolution. Since 2012, the Board has approved specific fee increases as needed, including cemeteries, Emergency Medical Services, and Solid Waste.

The initiative to conduct a comprehensive fee study began over two years ago. The project lead was the Assistant County Administrative Officer (CAAO), working with Willdan Financial Services as the professional consultant. The CAAO separated employment with Mono County before the project was complete. Recent efforts include working with the consultant to update a final draft and provide it to your Board for discussion and subsequent consideration for approval.

The narrative of Willdan's draft report provides the project purpose, scope, and methodology, which is attached to this agenda item for review, discussion, and consideration. The results are consistent with the staff's understanding of the requested work product. A representative from Willdan Financial Services will attend this meeting to present the results of their fee study, provide recommendations, and respond to questions.

The methodology is consistent with best practices in fee studies and implementation.

County of Mono



User Fee Study





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Executive Summary

The County of Mono engaged Willdan Financial Services (Willdan) to determine the full costs incurred by the County to support the various activities for which the County charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identifies 100% full cost recovery for County services and the recommended level of recovery as determined through discussion with departmental staff.

The reality of the local government fee environment is that significant increases to achieve 100% cost recovery can often not be feasible, desirable, or appropriate depending on policy direction —particularly in a single year. The recommended fees identified herein are either at or less than full cost recovery.

User Fee Background

Background

As part of a general cost recovery strategy, local governments adopt user fees to fund programs and services that provide limited or no direct benefit to the community as a whole. As local governments struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefit. Unlike most revenue sources, counties have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, and the California Code of Regulations. The Code also requires that the County Counsel adopt fees by either ordinance or resolution, and that any fees in excess of the estimated total cost of rendering the related services must be approved by a popular vote of two-thirds of those electors voting because the charge would be considered a tax and not a fee.

California User Fee History

Before Proposition 13, California local agencies were less concerned with potential subsidies and recovering the cost of their services from individual fee payers. In times of fiscal shortages, agencies simply raised property taxes, which funded everything from police and recreation to development-related services. However, this situation changed with the passage of Proposition 13 in 1978.

Proposition 13 established the era of revenue limitation in California local government. In subsequent years, the state saw a series of additional limitations to local government revenues. Proposition 4 (1979) defined the difference between a tax and a fee: a fee can be no greater than the cost of providing the service; and Proposition 218 (1996) further limited the imposition of taxes for certain classes of fees. As a result, local governments were required to secure a supermajority vote in order to enact or increase taxes. Since the public continues to resist efforts to raise local government taxes, local agencies have little control and very few successful options for new revenues. Compounding this limitation, the State of California took a series of actions in the 1990's and 2000's to improve the State's fiscal situation—at the expense of local governments. As an example, in 2004-05, the Educational Revenue Augmentation Funds (“ERAF”) take-away of property taxes and the reduction of Vehicle License Fees have severely reduced local tax revenues.

In addition, on November 2, 2010, California voters approved Proposition 26, the “Stop Hidden Taxes Initiative”, which is aimed at defining “regulatory fees” as a special tax rather than a fee, thus requiring approval by two-thirds vote of local voters. These regulatory fees are typically intended to mitigate the societal and environmental impacts of a business or person's activities. Proposition 26 contains seven categories of exceptions. The vast majority of fees that counties would seek to adopt will most likely fall into one or more of these exemptions.

Additional Policy Considerations

The recent trend for municipalities is to update their fee schedules to reflect the actual costs of certain public services primarily benefitting users. User Fees recover costs associated with the provision of specific services benefitting the user, thereby reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover support costs. Support costs are those costs relating to a local government's central service departments that are properly allocable to the local government's operating departments. Central service support cost allocations were incorporated into the overhead as determined through the County's Cost Allocation Plan.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the County utilize an inflationary factor in subsequent years to annually increase or decrease the fees.

The County may employ many different inflationary factors. The most commonly used inflator is the Consumer Price Index (CPI) as it is widely well known, used, and accepted. Since the primary factor for the cost of a County's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can be suitable if there is a clear method, or current practice of obtaining said factor, but organizations commonly have employees in multiple unions and so can't identify a single factor for an inflator to utilize.

Each County should use an inflator that they believe works the best for their specific situation and needs. It is also recommended that the County perform this internal review annually with a comprehensive review of services and fees performed every three to five years, which would include adding or removing fees for any new or eliminated programs/services, as well as updating the underlying cost and personnel data.

Since the cost calculations and analysis were completed a year prior to the study's completion the Annual CPI increase from 2021 to 2022 of 8% was applied in separate columns for both the full cost and suggested fees for all services as was necessary, reasonable, and allowed. The CPI region utilized was the West Urban region for all urban customers.

Study Objective

As the County of Mono seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. These tools provide assurance that the County has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the County administration and its constituency. Given the limitations on raising revenue in local government, the County recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing County services, including direct salaries and benefits of County staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the County to provide each service; however, each fee is set at the County's discretion, up to 100% of the total cost, as specified in this report.

The principle goal of the study was to help the County determine the full cost of the services that the County provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying subsidy amount, if applicable, of each fee in the model
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with County policies and goals

The study results will help the County better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the County.

Scope of the Study

The scope of this study encompasses a review and calculation of the user fees charged by the following Mono departments and fee groups:

- Administration
- Ag Commissioner/Sealer
- Airport
- Animal Control
- Assessor
- Behavioral Health
- Community Development
- Solid Waste Enterprise



-
- County Clerk
 - Emergency Medical Service
 - Finance
 - Public Health - Environmental Health
 - Public Works
 - Sheriff

The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

Aim of the Report

The User Fee Study focused on the cost of County services, as County staff currently provides them at existing, known, or reasonably anticipated service and staff levels. This report provides a summary of the study results, and a general description of the approach and methods Willdan and County staff used to determine the recommended fee schedule. The report is not intended to document all of the numerous discussions throughout the process, nor is it intended to provide influential dissertation on the qualities of the utilized tools, techniques, or other approaches.



Project Approach and Methodology

Conceptual Approach

The basic concept of a User Fee Study is to determine the “reasonable cost” of each service provided by the County for which it charges a user fee. The full cost of providing a service may not necessarily become the County’s fee, but it serves as the objective basis as to the maximum amount that may be collected.

The standard fee limitation established in California law for property-related (non-discretionary) fees is the “estimated, reasonable cost” principle. In order to maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation clearly indicates reliance upon estimates for some data.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for County personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits, but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

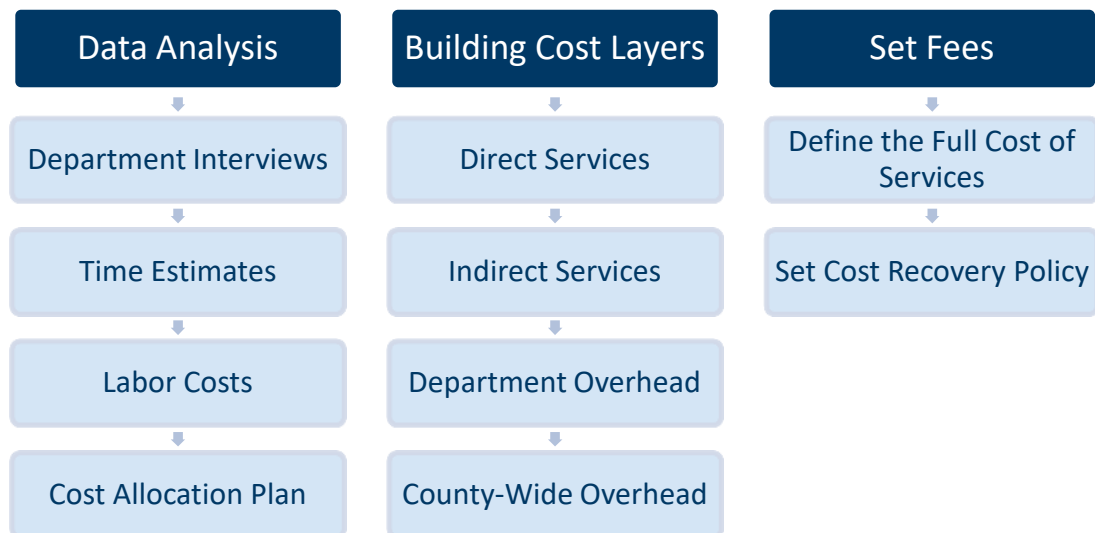
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Indirect County-wide overhead costs

An important factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to account for calculated or anticipated hours’ employees are involved in non-billable activities such as paid vacation, sick leave, emergency leave, holidays, and other considerations as necessary. Dividing the full cost by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate, to calculate a fees' cost based on the personnel and the amount of their time that is involved in providing each service.

Summary Steps of the Study

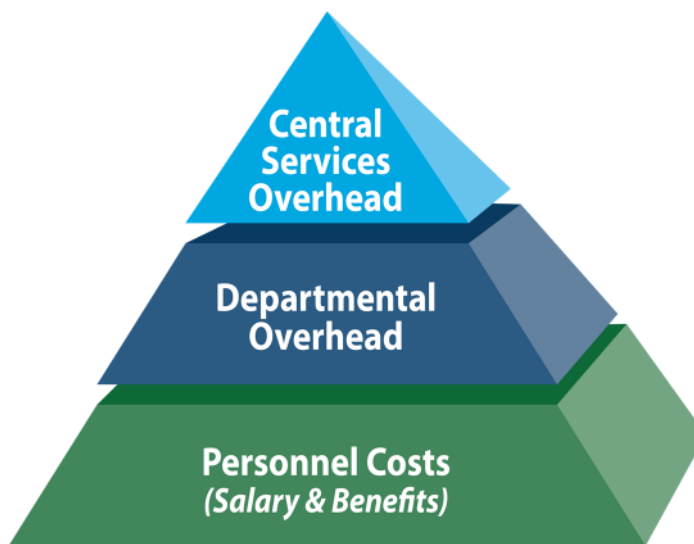
The methodology to evaluate most User Fee levels is straightforward and simple in concept. The following list provides a summary of the study process steps:



Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service (**Appendix A**). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the County’s central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- **Direct Labor (Personnel Costs):** The costs related to staff salaries for time spent directly on fee-related services.
- **Departmental Overhead:** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- **Central Services Overhead:** These costs, represent services provided by those Central Services Departments whose primary function is to support other County departments. The calculations utilized the de minimus rate of 10% proscribed by 2 CFR Part 200 Cost Principles for use in organizations that do not have a cost allocation plan.



Methodology

The three methods of analysis for calculating fees used in this report are the:

Case Study Method (Standard Unit Cost Build-Up Approach): This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when County staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with County staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Programmatic Approach: In some instances, the underlying data is not available or varies widely, leaving a standard unit cost build-up approach impractical. In addition, market factors and policy concerns (as opposed to actual costs) tend to influence fee levels more than other types of services. Willdan employed a different methodology where appropriate to fit the programs' needs and goals. Typical programmatic approach cases are recreation fees and instances where a program cost is divided over the user base to obtain a per applicant cost for shared cost services.

Valuation Based Fees: This manner of collection is used when the valuation of the improvement can be used as a proxy for the amount of effort it would take for County staff to complete the service provided. More specifically, this approach is commonly used for certain User Fees in the Building Division. It is generally accepted that as a project's size scales up, the cost of the project increases, and the amount of effort needed to review and inspect also increases. Using a valuation-based fee provides for a system that can adjust as project sizes scale. Land is not included in the valuation.

Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable County staff
- Clear instructions and guidance to County staff
- Reasonableness tests and validation
- Normalcy/expectation ranges
- FTE balancing
- Internal and external reviews
- Cross-checking



Reasons for cost increases/decreases over current fees

Within the fee tables in **Appendix C**, the differences are identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
- Staffing levels and the positions that complete fee and service activity may vary from when the previous costs were calculated
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Costs that this study has identified as part of the full cost of services may not have been accounted for in a previous study
 - Departmental overhead and administration costs
 - Administrative support costs
 - Indirect overhead from central service support
- Changes in processes and procedures within a department, or the County as a whole

County Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from County staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct and indirect work hours (billable/non-billable)
- Time estimates to complete work tasks
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments—on top of their existing workloads and competing priorities. The contributions from County staff were critical to this study. We would like to express our appreciation to the County and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.

Mono User Fees

Cost Recovery

The cost recovery models, by department/division fee type, are presented in detail in **Appendix C**. Full cost recovery is determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were predominately determined by Willdan and County Staff through a time and materials survey conducted for each department/division fee included in the study. The resulting cost recovery amount represents the total cost of providing each service. The County's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time and materials survey used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The principal goal of this study was to identify the cost of County services, to provide information to help the County make informed decisions regarding the actual fee levels and charges. The responsibility to determine the final fee levels is a complicated task. County staff must consider many issues in formulating recommendations, and the County Counsel must consider those same issues and more in making the final decisions.

County staff assumes the responsibility to develop specific fee level recommendations to present to the County Counsel. Unfortunately, there are no hard and fast rules to guide the County, since many of the considerations are based on the unique characteristics of the County of Mono, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Subsidization

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) who receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, many services fall into the range between these two extremes.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the County.

It is recommended the County consider such factors during its deliberations regarding appropriate fee levels.

Of course, subsidization can be an effective public policy tool, since it can be used to reduce fees to encourage certain activities (such as compliance inspections to ensure public safety) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without burdensome costs.

Despite the intent, it is important for the County and public to understand that subsidies must be covered by another revenue source, such as the General Fund. Therefore, the general taxpayer will potentially help to fund private benefits, and/or other County services will not receive funds that are otherwise directed to cover subsidies.

Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the County. However, the level of the fees that would cause demand changes is largely unknown. The Cost of Service Study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees; nevertheless, the County should consider the potential impacts of these issues when deciding on fee levels.

Summary

If the County's principal goal of this study were to maximize revenues from user fees, Willdan would recommend setting user fees at 100% of the full cost identified in this study. However, we understand that revenue enhancement is not the only goal of a cost of service study, and sometimes full-cost recovery is not needed, desired, or appropriate. Other County and departmental goals, County Counsel priorities, policy initiatives, past experience, implementation issues, and other internal and external factors may influence staff recommendations and County Counsel decisions. County staff has reviewed the full costs and identified the "recommended fee levels" for consideration by County Counsel. The attached appendices exhibit these unit fees individually.

The preceding sections provide background for each department or division and the results of this study's analysis of their fees. For the full list of each fee and their analysis, refer to **Appendix C** of this report.



Administration

The Mono County Administrative Officer (CAO) plans, monitors and coordinates County operations assuring that Board policies are carried out in the most cost-effective manner. The CAO formulates short and long-range plans and budgets, reviews and monitors County programs, services and budgets, coordinates work of department heads, interprets Board policies, represents the Board in the County's intergovernmental relations, and performs other general administrative duties for the Board. The Director of Human Resources/Risk Management reports to the CAO.

Analysis

No analysis was done to the Administration Services which include copy rates, film permits, and community center rentals. Fee levels are suggested to remain unchanged as detail in **Appendix C**.



Ag Commissioner/Sealer

The mission of the Inyo and Mono Counties Agricultural Commissioner's Office is to promote and protect the agricultural industry of the Counties, protect the environment, and to ensure the health and safety of all of its citizens. The department is also responsible for fostering confidence and equity in the marketplace through its weights and measures oversight. Other divisions of this department include mosquito abatement, invasive plant management, and commercial cannabis permitting

Analysis

No analysis was done to the Ag Commissioner/Sealer Services and fee levels remain unchanged as detail in ***Appendix C.***

Airport

Mono County operates two public airports; Bryant Field (O57) and Lee Vining Airport (O24). Both airports are unattended. There are currently no FBO services. No public transportation, rental or courtesy cars are available.

Analysis

Airport Services are proposed to remain as currently set as detail in **Appendix C**. Revenue for fees are recovering approximately 15% of the cost of operations, so it is recommended that these fees be evaluated moving forward utilizing a market based analysis to improve cost recovery.

Animal Services

Animal Services is a public health and safety enforcement agency dedicated to protecting people from animals and animals from people.

Analysis

Willdan individually reviewed the services and programs associated with Animal Services. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Animal Services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for County Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that flat rate fees were regularly set below the full cost of providing the service. The suggested fees in **Appendix C** were set to limit any fee increase to 25% or the full cost (whichever is less) based on the full cost calculation. As a result, there would be:

- an increase to 16 fees;
- 3 new fees will be added;
- 2 fees would decrease;
- the 6 boarding fees would remain as currently set, and;
- an 8% CPI adjustment has been applied to the suggested fees.

Assessor

The Assessor is the elected official who must annually assess all taxable property in the County, except for state-assessed property, to the person owning, possessing, or controlling the property on January 1. The duties of the county assessor are to discover all assessable property, to inventory and list all taxable property, to develop and maintain a set of current maps delineating property ownership, to value the property, and to enroll the property on the local assessment roll for the support of local government.

In addition, our office processes requests for exemptions, address changes and value changes as well as handling inquiries for property identification.

Analysis

The analysis of the Assessor services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for County Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most flat rate fees are currently set below the full cost of providing the service. The suggested fees in **Appendix C** were set to limit any fee increase to 25% or the full cost (whichever is less) based on the full cost calculation. As a result, there would be:

- An increase for 4 fees;
- 1 fee for late filing would remain at \$0 as detailed in **Appendix C**, and;
- an 8% CPI adjustment has been applied to the suggested fees.



Behavioral Health

Mono County Behavioral Health (MCBH) offers mental health and substance use disorder (SUD) treatment services throughout Mono County. In addition to these services, MCBH provides community programming with the goals of reducing stigma, increasing access to services, and promoting wellness.

Analysis

The current County fees reflect fees established in FY 14/15. The California Department of Health Care Services provides service rates for counties as of FY 20/21. The suggested fees in **Appendix C** represent the FY 20/21 rates with a 50% discount applied for COVID considerations and then including a 2.3% inflation adjustment based on the Home and Health Agency Market Basket Index. As a result, the outpatient fees have been increased by 11.1% and the other fees should remain at their designated levels as detailed in **Appendix C**.

Community Development

The Mono County Community Development Department (CDD) (consisting of the Planning, Building, and Code Compliance divisions) provides a variety of development services for the unincorporated areas of the county. The CDD provides staff services for the Planning Commission, Local Transportation Commission (LTC), Land Development Technical Advisory Committee (LDTAC), Local Agency Formation Commission (LAFCO), Airport Land Use Commission (ALUC), Regional Planning Advisory Committees (RPACs), Mono County Collaborative Planning Team (CPT), Long Valley Hydrologic Advisory Committee (LVHAC), and Tri-Valley Groundwater Management District.

Analysis

Willdan individually reviewed the services and programs associated with Community Development. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of community Development services relied primarily upon a standard unit cost build-up approach (except for fees related to the Building Permit program), whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for County Central Services. The analysis found that services are currently set below the full cost of providing them. The suggested fees in [Appendix C](#) were set to limit any fee increase to 25% or the full cost (whichever is less) based on the full cost calculation. As a result, there would be:

- an increase to 8 fees;
- 3 fees would decrease;
- 15 fees will become hourly rates from deposit based;
- 9 fees will become flat fees from deposit based;
- 3 fees will become actual cost from deposit based;
- 16 fees would remain as currently set;
- 14 new fees would be added, and;
- an 8% CPI adjustment has been applied to the suggested fees.

In addition to the above referenced fees listed under Building, the Building Permit fee program is also provided by this division. For the Building Permit fees, valuation is used as a proxy for measuring the amount of effort needed to provide services on a case by case basis. This method is an industry standard widely used by other jurisdictions to evaluate the cost of providing service. It is generally understood that the larger and more complex a project is, more time and effort that is required to provide the service. Project valuation also follows that trend, and so by using a combination of either project valuation or historical revenue figures along with a multiplier or cost recovery analysis for historical and anticipated future construction trends, current cost recovery along with variability in charges due to project type and scale is determined. The result of the cost analysis completed using fee activity going back to fiscal year 2016 for Building Permits and found that the program is currently operating at 30% cost recovery. It is suggested that the fees be increased to raise cost recovery to 60%, which would require a 100% increase.



Current and new fees are detailed in **Appendix C**. An 8% CPI adjustment has been applied to the suggested fees.

Solid Waste

The Solid Waste Division strives to provide environmentally responsible avenues for solid waste disposal and recycling throughout Mono County while considering affordability and convenience to residents.

Analysis

Willdan individually reviewed the services and programs associated with the Solid Waste Division. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

A program cost analysis was performed for Solid Waste services to determine what the historical cost recovery has been based on the current fees. The analysis found that the current fees on average result in 74% cost recovery. As a result, staff is recommending a 25% fee increase as detailed in [Appendix C](#), which would bring cost recovery for services up to 90%. An 8% CPI adjustment has been applied to the suggested fees.



County Clerk - Recorder

The purpose of the Clerk - Recorder's Office is to process, maintain, and update records in a timely and accurate fashion, to ensure compliance with local, state, and federal laws, and to provide easy access to public records and historical documents to enhance customer service.

The office supplies official documents, birth certificates, death certificates, marriage certificates, fictitious business names, elections, voter registration, and absentee voting.

Analysis

Willdan individually reviewed the services and programs associated with the County Clerk – Recorder's Office. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of County Clerk – Recorder Services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for County Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that flat rate fees are currently set well below the full cost of providing the service. The suggested fees in **Appendix C** were set to limit any fee increase to 25% or the full cost (whichever is less) based on the full cost calculation. As a result, there would be:

- An increase to 37 fees;
- 7 fees would decrease;
- 2 new fees will be added;
- 9 fees would remain as currently set, and;
- an 8% CPI adjustment has been applied to the suggested fees.

Emergency Medical Services

Mono County EMS is responsible for emergency medical calls and inter-facility ambulance transports within Mono County. As the area consists of high deserts and remote mountains, environmental challenges such as rugged terrain and weather extremes are often the norm. A close working relationship with the local Fire Departments helps to maximize available personnel and resources to provide emergency services. Additional training beyond the scope of EMS duties allows the Paramedic/EMT members to assist on the fire ground, and congruently the Fire Departments provide first responder medical support and manpower to assist the ambulances. Mono County EMS members are also trained in Low Angle Rope Rescue and Ice Rescue (cold water rescue).

Analysis

Willdan individually reviewed the services and programs associated with Emergency Medical Services. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

A program cost analysis was performed for EMS services to determine what cost recovery is for services based on staffing levels, staff utilization, involved expenses, and incorporating collection and non-transport considerations. The analysis found that the current fees result in 54% cost recovery. As a result, staff is recommending a 25% fee increase as detailed in [Appendix C](#), which would bring cost recovery for services up to around 67%. An 8% CPI adjustment has been applied to the suggested fees.

Finance

The Department of Finance provides accounting, budgeting, payroll, cash management and investing, tax billing and collecting and other financial services delivered through two divisions: Auditor-Controller and Treasurer-Tax Collector

Analysis

Willdan individually reviewed the services and programs associated with the Finance Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Finance services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for County Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that flat rate fees were regularly set below the full cost of providing the service. The suggested fees in **Appendix C** were set to limit any fee increase to 25% or the full cost (whichever is less) based on the full cost calculation. As a result, there would be:

- an increase to 9 fees;
- 2 fees would decrease;
- 13 fees would remain as currently set, and;
- an 8% CPI adjustment has been applied to the suggested fees.



Public Health - Environmental Health

Environmental Health provides program implementation in all environmental health disciplines. The environmental health staff apply planning, inspection, enforcement, and public education skills in the regulation of food establishments, sewage disposal facilities, water systems, well construction, swimming pools, and recreational health facilities, occupied housing, underground storage tank facilities, solid waste facilities, land use development, rabies and vector control, and the management of hazardous waste/materials.

Analysis

Willdan individually reviewed the services and programs associated with Environmental Health. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Environmental Health Services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for County Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most flat rate fees are set below the full cost of providing the service, and seventeen fees are currently above full cost. The suggested fees in **Appendix C** were set to limit any fee increase to 25% or the full cost (whichever is less) based on the full cost calculation. As a result, there would be:

- an increase to 111 fees;
- 17 fees would decrease;
- 15 new fees will be added;
- 7 fees would remain as currently set, and;
- an 8% CPI adjustment has been applied to the suggested fees.

Public Works

The Public Works Engineering Division provides the engineering and project management expertise necessary to manage, plan, design, construct, and maintain roads, bridges, facilities, drainage structures, airports, solid waste, and other County infrastructure. The Engineering Division also provides land development services including subdivision map processing, improvement permit administration, and floodplain management. Residents, visitors, and businesses in Mono County rely on the infrastructure we maintain every day and it is essential for our high quality of life.

Analysis

Willdan individually reviewed the services and programs associated with Public Works Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of services in Public Work fees relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for County Central Services. Willdan then compared the calculated full cost against the current fee amount to determine whether the current fee is recovering the costs associated with the requested service. Some fees also contain a deposit aspect to allow for more precise accounting of costs on a project by project basis. This fee format allows for the establishment of flat fee amounts for aspects of services that do not vary greatly and utilizes deposits for service aspects that do vary. Deposits are set at reasonable levels based on staff experience. The suggested fees in [Appendix C](#) were set to limit any fee increase to 25% or the full cost (whichever is less) based on the full cost calculation. As a result, there would be:

- an increase to 5 fees;
- 1 new fee would be added, and;
- 6 fees would remain as currently set as detailed in [Appendix C](#).

Sheriff

The Sheriff's Office provides law enforcement services for the County, including Patrol; Jail; 9-1-1 Call Center; Dispatch; Civil Services; Coroner; Emergency Management; Investigative; and Administrative.

Analysis

Willdan individually reviewed the services and programs associated with the Sheriff's Office. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The fees listed under the Sheriff's Office are primarily fees set by penal code and meant to deter undesirable activities. A couple were calculated using a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for County Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. It is recommended that the County set Sheriff fees as detailed in **Appendix C**, with some specific fees set to retain subsidies. As a result, there would be:

- an increase to 9 fees;
- 34 fees would remain as currently set, and;
- an 8% CPI adjustment has been applied to the suggested fees.



Appendix A – Total Allowable Cost to be Recovered

Below are the total department costs for those departments included in the fee study. However, only a percentage of the total cost is realized as staff does not just work on services related to User Fees, but also works on an array of other County functions during the operational hours of the County. The amounts listed below will not reconcile to County budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, passthrough contract costs, and any other costs that are charged directly to the service requestor.



County of Mono- User Fee Overhead Rate Calculations

Department	Salary and Benefits	Department Operations & Administration & Cost Allocation Plan	Direct & Indirect Overhead %
County Administrative Office	1,099,736	287,842	26.2%
Affordable Housing	194,038	165,080	85.1%
Animal Control	362,157	254,862	70.4%
Assessor	1,041,630	348,380	33.4%
Behavioral Health Services	661,847	366,009	55.3%
Alcohol & Drug Program	634,441	459,229	72.4%
Planning & Transportation	848,476	546,241	64.4%
Building Inspector	399,860	175,106	43.8%
Code Enforcement	249,882	53,472	21.4%
Clerk Recorder	510,944	219,233	42.9%
County Counsel	954,059	193,763	20.3%
Economic Development	463,147	180,845	39.0%
Emergency Medical Services	3,690,704	799,814	21.7%
Finance	1,593,777	631,749	39.6%
Information Technology	1,641,047	382,199	23.3%
Adult Probation Services	1,474,763	547,085	37.1%
Public Health	1,341,223	1,166,942	87.0%
Solid Waste Enterprise Fund	847,532	2,067,987	244.0%
Facilities	1,689,618	1,380,521	81.7%
Public Works Engineering	736,202	715,612	97.2%
Motor Pool	458,509	363,234	79.2%
Road Fund	2,283,256	1,980,951	86.8%
Sheriff	4,995,030	2,350,240	47.1%
Jail	2,433,698	784,737	32.2%
District Attorney - Prosecution	1,291,775	502,319	38.9%
Court Security	572,143	96,361	16.8%
Emergency Medical Services	3,690,704	799,814	21.7%
Victim Witness	340,405	36,992	10.9%
IT Radio	137,959	244,416	177.2%
Social Services Department	3,191,418	2,423,938	76.0%
Senior Program	242,630	158,676	65.4%
Mental Health Services Act	1,219,550	1,304,171	106.9%
Public Health Education	238,773	105,529	44.2%
Bio-Terrorism	248,316	133,382	53.7%
Environmental Health	658,430	401,125	60.9%



Appendix B – Fully Burdened Hourly Rates

Below are fully burdened hourly rates (FBHR's) of staff positions that provide for the services detailed in **Appendix C**. The FBHR's were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position as determined by the department they are assigned to. Refer previously to **Appendix A** for identifying the percentage overheads for each department. For any user fee service request that is outside the scope of the fees detailed in **Appendix C**, or for services for which there is no fee currently set, the County can notify and charge up to the full cost of the personnel, third party, or material cost involved to the service requestor.

County of Mono- User Fee Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
Position Rates		
Adult Probation Services	Adult Prob - Behavioral Health Services Coordinator	\$79.43
Adult Probation Services	Adult Prob - Chief Probation Officer	\$235.14
Adult Probation Services	Adult Prob - Deputy Probation Officer I/II/III	\$113.14
Adult Probation Services	Adult Prob - Deputy Probation Officer IV	\$145.93
Adult Probation Services	Adult Prob - Deputy Probation Officer V	\$164.94
Adult Probation Services	Adult Prob - Fiscal & Administrative Services Officer II	\$104.50
Adult Probation Services	Adult Prob - Probation Aide II	\$130.00
Alcohol & Drug Program	Alcohol - Accountant I/II	\$141.14
Alcohol & Drug Program	Alcohol - Behavioral Health Director	\$206.44
Alcohol & Drug Program	Alcohol - Behavioral Health Service Coordinator I	\$81.96
Alcohol & Drug Program	Alcohol - Behavioral Health Service Coordinator II	\$110.16
Alcohol & Drug Program	Alcohol - Case Manager III	\$89.12
Alcohol & Drug Program	Alcohol - Clinical Supervisor	\$161.33
Alcohol & Drug Program	Alcohol - Fiscal Technical Specialist IV	\$105.39
Alcohol & Drug Program	Alcohol - Program Manager	\$135.37
Alcohol & Drug Program	Alcohol - Public Health Officer	\$349.32
Alcohol & Drug Program	Alcohol - Quality Assurance Coordinator	\$111.03
Alcohol & Drug Program	Alcohol - Staff Services Analyst II	\$115.97
Alcohol & Drug Program	Alcohol - Substance Use Disorder Supervisor	\$128.26
Alcohol & Drug Program	Alcohol - Substance Use Disorders Counselor III	\$94.88
Alcohol & Drug Program	Alcohol - Wellness Center Associate	\$115.35
Animal Control	Animal - Animal Control Director	\$110.27
Animal Control	Animal - Animal Control Officer I/II	\$78.51
Animal Control	Animal - Animal Control Program Coordinator	\$106.51
Animal Control	Animal - Animal Shelter Attendant	\$69.46
Animal Control	Animal - Animal Shelter Attendant (Part Time)	\$55.96
Assessor	Assessor - Appraiser Aide	\$92.11
Assessor	Assessor - Appraiser II	\$84.19
Assessor	Assessor - Appraiser II	\$110.61
Assessor	Assessor - Appraiser III	\$116.86
Assessor	Assessor - Assessor	\$157.15



County of Mono- User Fee Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
Assessor	Assessor - Assistant Assessor	\$135.77
Assessor	Assessor - Auditor-Appraiser II	\$86.99
Assessor	Assessor - Cadastral Mapper/Transfer Analyst	\$82.83
Assessor	Assessor - Fiscal & Technical Specialist IV	\$61.48
Behavioral Health Services	Beh Health - Accountant I/II	\$127.15
Behavioral Health Services	Beh Health - Behavioral Health Director	\$185.99
Behavioral Health Services	Beh Health - Behavioral Health Service Coordinator I	\$73.84
Behavioral Health Services	Beh Health - Behavioral Health Service Coordinator II	\$93.43
Behavioral Health Services	Beh Health - Clinical Supervisor	\$145.34
Behavioral Health Services	Beh Health - Fiscal Technical Specialist IV	\$94.94
Behavioral Health Services	Beh Health - Program Manager	\$121.96
Behavioral Health Services	Beh Health - Psychiatric Specialist I	\$106.93
Behavioral Health Services	Beh Health - Psychiatric Specialist III	\$146.18
Behavioral Health Services	Beh Health - Quality Assurance Coordinator	\$100.03
Behavioral Health Services	Beh Health - Staff Services Analyst II	\$111.36
Bio-Terrorism	Bio-Terr - Emergency Preparedness Manager	\$138.75
Building Inspector	Building - Building Inspector I	\$61.77
Building Inspector	Building - Building Inspector II	\$71.64
Building Inspector	Building - Building Inspector III	\$121.74
Building Inspector	Building - Building Inspector/Plan Checker	\$108.10
Building Inspector	Building - Building Official	\$159.07
Building Inspector	Building - Community Development Analyst I	\$66.52
Building Inspector	Building - Permit Technician	\$78.09
Clerk Recorder	Clerk - Assistant County Clerk/Recorder	\$123.97
Clerk Recorder	Clerk - Clerk-Recorder-Registrar	\$149.85
Clerk Recorder	Clerk - Fiscal & Technical Specialist I/II/III/IV	\$68.86
Clerk Recorder	Clerk - Fiscal Technical Specialist IV	\$83.33
Clerk Recorder	Clerk - Sr.Deputy Clerk/Elections Asst.	\$94.72
County Administrative Office	Cnty Admin - Assistant CAO	\$179.39
County Administrative Office	Cnty Admin - Assistant to the County Administrative Officer	\$109.46
County Administrative Office	Cnty Admin - Communications Manager	\$84.74
County Administrative Office	Cnty Admin - County Administrative Officer	\$215.02
County Administrative Office	Cnty Admin - Human Resources Director	\$143.68
County Administrative Office	Cnty Admin - Human Resources Generalist	\$86.51
County Administrative Office	Cnty Admin - Human Resources Specialist	\$67.01
County Administrative Office	Cnty Admin - Special Projects / Interim CAO	\$29.82
Code Enforcement	Code - Community Development Analyst II / Code Enforce	\$89.63
Code Enforcement	Code - Community Development Analyst III / Code Enforce	\$101.52
Conway Ranch	Conway - Solid Waste Superintendent	\$93.92
County Counsel	Counsel - Administrative Services Specialist	\$69.97
County Counsel	Counsel - Assistant County Counsel	\$144.78
County Counsel	Counsel - County Counsel	\$211.01
County Counsel	Counsel - Deputy County Counsel	\$136.49
County Counsel	Counsel - Intern	\$24.77
Court Security	Court Sec - Court Screener I	\$44.11
Court Security	Court Sec - Court Screener II	\$61.75
Court Security	Court Sec - Deputy Sheriff II	\$151.37
Court Security	Court Sec - Lieutenant	\$186.94
District Attorney - Prosecution	DA - Administrative Services Specialist	\$82.96
District Attorney - Prosecution	DA - Assistant District Attorney	\$176.46
District Attorney - Prosecution	DA - Chief Investigator	\$221.71



County of Mono- User Fee

Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
District Attorney - Prosecution	DA - Deputy District Attorney III	\$157.52
District Attorney - Prosecution	DA - District Attorney	\$210.65
District Attorney - Prosecution	DA - District Attorney Investigator II	\$188.06
Economic Development	ED - Economic Development Assistant (Temp)	\$35.12
Economic Development	ED - Economic Development Coordinator	\$95.79
Economic Development	ED - Economic Development Director	\$162.23
Economic Development	ED - Economic Development Manager	\$130.76
Elections	Elect - Assistant County Clerk/Recorder	\$263.57
Elections	Elect - Clerk-Recorder-Registrar	\$318.58
Elections	Elect - Elections Administration Advisor/Annuitant	\$145.98
Elections	Elect - Elections Assistant	\$104.27
Emergency Medical Services	EMS - Emergency Medical Services Chief	\$142.31
Emergency Medical Services	EMS - Emergency Medical Technician	\$76.04
Emergency Medical Services	EMS - Emergency Medical Technician - Reserve	\$22.44
Emergency Medical Services	EMS - Fiscal & Administrative Services Officer I	\$88.80
Emergency Medical Services	EMS - Paramedic II	\$96.71
Emergency Medical Services	EMS - Paramedic Station Captain	\$147.18
Emergency Medical Services	EMS - Paramedic Training Officer	\$145.66
Public Works Engineering	Eng - Administrative Services Specialist	\$143.15
Public Works Engineering	Eng - Associate Engineer I	\$194.79
Public Works Engineering	Eng - County Engineer	\$240.05
Public Works Engineering	Eng - Engineer Technician III	\$149.74
Public Works Engineering	Eng - Fiscal & Technical Specialist III	\$106.12
Public Works Engineering	Eng - Fiscal Technical Specialist IV	\$96.41
Public Works Engineering	Eng - Public Works Director	\$275.82
Public Works Engineering	Eng - Public Works Project Manager	\$135.45
Environmental Health	Env Health - Environmental Health Manager	\$179.85
Environmental Health	Env Health - Environmental Health Specialist III	\$137.74
Environmental Health	Env Health - Environmental Health Technician	\$67.06
Facilities	Facilities - Administrative Services Specialist	\$131.90
Facilities	Facilities - Custodian III	\$85.86
Facilities	Facilities - Fiscal & Technical Specialist III	\$97.78
Facilities	Facilities - Fiscal Technical Specialist IV	\$88.83
Facilities	Facilities - Inventory And Purchasing Technician	\$120.35
Facilities	Facilities - Lead Custodian	\$82.11
Facilities	Facilities - Maintenance Craftworker	\$122.60
Facilities	Facilities - Maintenance Leadworker	\$116.73
Facilities	Facilities - Maintenance Work Order Technician	\$112.74
Facilities	Facilities - Maintenance Worker II	\$84.61
Facilities	Facilities - Maintenance Worker III	\$95.59
Facilities	Facilities - Parks & Facilities Superintendent	\$188.30
Facilities	Facilities - Parks & Facilities Supervisor	\$161.98
Facilities	Facilities - Public Works Director	\$254.14
Finance	Finance - Accountant I	\$97.71
Finance	Finance - Accountant II	\$128.23
Finance	Finance - Assistant Finance Director	\$150.57
Finance	Finance - Finance Director	\$193.14
Finance	Finance - Fiscal & Technical Specialist III	\$72.22
Finance	Finance - Fiscal & Technical Specialist IV	\$77.92



County of Mono- User Fee

Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
Affordable Housing	Housing - Housing Coordinator	\$196.72
Information Technology	IT - Business Operations Manager	\$108.75
Information Technology	IT - Communications Manager	\$139.31
Information Technology	IT - GIS Analyst	\$81.20
Information Technology	IT - GIS Specialist I	\$86.72
Information Technology	IT - GIS Specialist III	\$95.06
Information Technology	IT - IT Director	\$186.06
Information Technology	IT - IT Specialist I	\$82.35
Information Technology	IT - IT Specialist II	\$102.87
Information Technology	IT - Lead Developer	\$123.47
Information Technology	IT - Senior Systems Administrator	\$111.71
IT Radio	IT Radio - Communication Specialist I/II	\$233.99
Jail	Jail - Cook (Correctional)	\$80.78
Jail	Jail - Fiscal & Administrative Services Officer II	\$112.02
Jail	Jail - Food Services Manager	\$70.01
Jail	Jail - Lieutenant	\$211.59
Jail	Jail - Public Safety Lieutenant	\$132.51
Jail	Jail - Public Safety Officer I	\$86.63
Jail	Jail - Public Safety Officer II	\$91.22
Jail	Jail - Public Safety Sergeant	\$130.09
Mental Health Services Act	Mental Health - Accountant I/II	\$169.43
Mental Health Services Act	Mental Health - Behavioral Health Director	\$247.83
Mental Health Services Act	Mental Health - Behavioral Health Service Coordinator I	\$119.90
Mental Health Services Act	Mental Health - Behavioral Health Service Coordinator II	\$132.24
Mental Health Services Act	Mental Health - Case Manager III	\$112.76
Mental Health Services Act	Mental Health - Clinical Supervisor	\$193.67
Mental Health Services Act	Mental Health - Fiscal Technical Specialist IV	\$126.51
Mental Health Services Act	Mental Health - Program Manager	\$162.51
Mental Health Services Act	Mental Health - Psychiatric Specialist I	\$142.48
Mental Health Services Act	Mental Health - Psychiatric Specialist I/II/III	\$186.93
Mental Health Services Act	Mental Health - Psychiatric Specialist III	\$194.78
Mental Health Services Act	Mental Health - Public Health Officer	\$419.34
Mental Health Services Act	Mental Health - Quality Assurance Coordinator	\$133.29
Mental Health Services Act	Mental Health - Staff Services Analyst II	\$139.21
Mental Health Services Act	Mental Health - Substance Use Disorder Supervisor	\$153.97
Mental Health Services Act	Mental Health - Wellness Center Associate	\$67.47
Motor Pool	Motor - Administrative Services Specialist	\$130.09
Motor Pool	Motor - Fiscal & Technical Specialist III	\$96.44
Motor Pool	Motor - Fiscal Technical Specialist IV	\$87.62
Motor Pool	Motor - Fleet Maintenance Superintendent	\$181.63
Motor Pool	Motor - Inventory And Purchasing Technician	\$118.71
Motor Pool	Motor - Public Works Director	\$250.67
Planning & Transportation	Planning - Administrative Secretary Plan Commission	\$83.63
Planning & Transportation	Planning - Associate Planner II	\$87.00
Planning & Transportation	Planning - Community Development Analyst II	\$104.20
Planning & Transportation	Planning - Community Development Analyst III	\$104.68
Planning & Transportation	Planning - Community Development Director	\$210.57
Planning & Transportation	Planning - Community Development Director (Retiree)	\$143.34
Planning & Transportation	Planning - Principal Planner	\$143.73



County of Mono- User Fee

Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
Public Health	Public Health - Community Health Outreach Specialist	\$112.20
Public Health Education	Public Health - Community Health Program Coordinator I/II	\$98.97
Public Health	Public Health - COVID Case Investigators (through 7/31/23)	\$65.00
Public Health	Public Health - Deputy Public Health Director (limited term July 31 2023)	\$145.36
Public Health	Public Health - Epidemiologist	\$148.03
Public Health	Public Health - Fiscal & Administrative Services Officer II	\$174.53
Public Health	Public Health - Fiscal Technical Specialist / WIC Nutrition Assistant	\$134.63
Public Health	Public Health - Fiscal Technical Specialist IV	\$135.00
Public Health	Public Health - Health Program Manager / Public Health Nurse	\$173.14
Public Health	Public Health - Public Health Director	\$232.47
Public Health	Public Health - Public Health Director Consultant	\$161.73
Public Health	Public Health - Public Health Nursing Professional	\$123.00
Public Health	Public Health - Public Health Officer	\$378.95
Public Health	Public Health - WIC Program Director / Registered Dietician	\$151.36
Road Fund	Road - Administrative Services Specialist	\$135.57
Road Fund	Road - Equipment Mechanic II	\$101.77
Road Fund	Road - Equipment Mechanic III	\$137.50
Road Fund	Road - Fiscal & Technical Specialist III	\$100.50
Road Fund	Road - Fiscal Technical Specialist IV	\$91.31
Road Fund	Road - Fleet Maintenance Superintendent	\$189.27
Road Fund	Road - Inventory And Purchasing Technician	\$123.70
Road Fund	Road - Lead Equipment Mechanic	\$142.35
Road Fund	Road - Public Works Director	\$261.21
Road Fund	Road - Public Works Equipment Mechanic III	\$150.31
Road Fund	Road - Public Works Maintenance Supervisor	\$138.51
Road Fund	Road - Public Works Maintenance Worker II	\$93.79
Road Fund	Road - Public Works Maintenance Worker III	\$103.84
Road Fund	Road - Road Operations Superintendent	\$192.00
Senior Program	Senior - Senior Services Cook/Driver	\$63.82
Senior Program	Senior - Senior Services Manager	\$108.78
Senior Program	Senior - Senior Services Site Attendant	\$45.67
Sheriff	Sheriff - Deputy Sheriff II	\$159.02
Sheriff	Sheriff - Fiscal & Administrative Services Officer II	\$124.56
Sheriff	Sheriff - Lieutenant	\$233.11
Sheriff	Sheriff - Public Information Officer	\$93.33
Sheriff	Sheriff - Records Manager	\$73.65
Sheriff	Sheriff - Sergeant	\$190.54
Sheriff	Sheriff - Sheriff	\$250.11
Sheriff	Sheriff - Sheriff-Coroner	\$261.93
Social Services Department	Social Services - Fiscal Technical Specialist I	\$82.09
Social Services Department	Social Services - Eligibility Specialist III	\$101.06
Social Services Department	Social Services - Eligibility Specialist Trainee/I/II	\$105.46
Social Services Department	Social Services - Fiscal & Technical Specialist II	\$87.97
Social Services Department	Social Services - Fiscal & Technical Specialist III	\$102.41
Social Services Department	Social Services - Fiscal Technical Specialist IV	\$93.44
Social Services Department	Social Services - Integrated Case Worker I/II	\$109.12
Social Services Department	Social Services - Program Manager	\$177.23
Social Services Department	Social Services - Social Services - Staff Services Analyst I/II/III	\$132.18
Social Services Department	Social Services - Social Services Aide	\$88.97
Social Services Department	Social Services - Social Services Director	\$210.48
Social Services Department	Social Services - Social Worker I/II/III/IV	\$115.68



County of Mono- User Fee Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
Social Services Department	Social Services - Social Worker Supervisor I/II	\$142.93
Social Services Department	Social Services - Staff Services Analyst I/II/III	\$140.84
Social Services Department	Social Services - Staff Services Manager	\$169.48
Social Services Department	Social Services - Supervising Integrated Case Worker	\$150.48
Social Services Department	Social Services - Supervising Staff Services Analyst	\$139.93
Solid Waste Enterprise Fund	Solid Waste - Administrative Services Specialist	\$249.71
Solid Waste Enterprise Fund	Solid Waste - Fiscal & Technical Specialist III	\$185.12
Solid Waste Enterprise Fund	Solid Waste - Fiscal Technical Specialist IV	\$168.18
Solid Waste Enterprise Fund	Solid Waste - Inventory And Purchasing Technician	\$227.85
Solid Waste Enterprise Fund	Solid Waste - Public Works Director	\$481.14
Solid Waste Enterprise Fund	Solid Waste - Solid Waste Equipment Operator	\$190.30
Solid Waste Enterprise Fund	Solid Waste - Solid Waste Maintenance Equipment Operator	\$167.03
Solid Waste Enterprise Fund	Solid Waste - Solid Waste Maintenance Worker	\$209.11
Solid Waste Enterprise Fund	Solid Waste - Solid Waste Superintendent	\$323.07
Solid Waste Enterprise Fund	Solid Waste - Solid Waste Supervisor	\$220.64
Victim Witness	Victim - Administrative Services Specialist	\$66.22
Victim Witness	Victim - Operations and Programming Supervisor	\$79.14
Victim Witness	Victim - Victim/Witness Advocate	\$51.77

Appendix C – Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees. For fees in which the full cost, existing fee and suggested fee is listed as “NA”, the amount or percentage was not calculable based on cost data or variable fee structure. This is most common when either the current or the suggested fee includes a variable component that is not comparable on a one to one basis, a full cost was not calculated (for penalties, fines, and facility use), or when there is not a current fee amount to compare against.

Since the cost calculations and analysis were completed a year prior to the study’s completion, the Annual CPI increase from 2021 to 2022 of 8% was applied in separate columns for both the full cost and suggested fees for all services as was necessary, reasonable, and allowed. The CPI region utilized was the West Urban region for all urban customers. Use of the Consumer Price Index (CPI) is an industry standard as a reflection of the increase in cost for services and is the most commonly used inflator for user fee adjustments in years in which an organization has not done a full fee cost analysis.

Administration

#	Description	Current Fee/Charge	Unit	Notes
1	Black & White Copies - Public/All Departments	\$0.09		
2	Color Copies - Public/All Departments	\$0.16		
3	Facsimile (FAX)/All Departments	\$3.00		
4	Film Permit: Private Prop	\$0.00		
5	Film Permit: Public Prop w/ 001-12 personnel	\$100.00		
6	Film Permit: Public Prop w/ 013-25 personnel	\$150.00		
7	Film Permit: Public Prop w/ 026-50 personnel	\$200.00		
8	Film Permit: Public Prop w/ 051-100 personnel	\$300.00		
9	Film Permit: Public Prop w/ 101-500 personnel	\$600.00		
10	Film Permit: Public Prop w/ 501+ personnel	\$1,000.00		
11	Special Event Insurance Fees	\$0.00		
12	Community Center: Crowley Lake w/ kitchen	\$200.00		
13	Community Center: Crowley Lake w/o kitchen	\$150.00		
14	Community Center: Deposit w/Alcohol	\$500.00		
15	Community Center: Deposit w/o Alcohol	\$300.00		
16	Community Center: Other w/ kitchen	\$100.00		
17	Community Center: Other w/o kitchen	\$75.00		
18	Film Permit: Add'l Location Fee/day: Community Centers or Office Buildings	\$150.00		
19	Film Permit: Add'l Location Fee/day: Courthouse	\$250.00		
20	Film Permit: Add'l Location Fee/day: Parks or Campgrounds	\$200.00		
21	Film Permit: Add'l Location Fee/day: Roads	\$100.00		
22	Film Permit: Quick Review: 48 hour turn-around	\$200.00		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$0.15	\$0.16	60%	\$0.09	\$0.09	0%
\$0.35	\$0.38	46%	\$0.16	\$0.16	0%
NA	NA	NA	\$3.00	\$3.00	0%
NA - Discretionary	NA - Discretionary	NA	\$0.00	\$0.00	0%
NA - Discretionary	NA - Discretionary	NA	\$100.00	\$100.00	0%
NA - Discretionary	NA - Discretionary	NA	\$150.00	\$150.00	0%
NA - Discretionary	NA - Discretionary	NA	\$200.00	\$200.00	0%
NA - Discretionary	NA - Discretionary	NA	\$300.00	\$300.00	0%
NA - Discretionary	NA - Discretionary	NA	\$600.00	\$600.00	0%
NA - Discretionary	NA - Discretionary	NA	\$1,000.00	\$1,000.00	0%
NA - Discretionary	NA - Discretionary	NA	\$0.00	\$0.00	0%
NA - Discretionary	NA - Discretionary	NA	\$200.00	\$200.00	0%
NA - Discretionary	NA - Discretionary	NA	\$150.00	\$150.00	0%
NA - Discretionary	NA - Discretionary	NA	\$500.00	\$500.00	0%
NA - Discretionary	NA - Discretionary	NA	\$300.00	\$300.00	0%
NA - Discretionary	NA - Discretionary	NA	\$100.00	\$100.00	0%
NA - Discretionary	NA - Discretionary	NA	\$75.00	\$75.00	0%
NA - Discretionary	NA - Discretionary	NA	\$150.00	\$150.00	0%
NA - Discretionary	NA - Discretionary	NA	\$250.00	\$250.00	0%
NA - Discretionary	NA - Discretionary	NA	\$200.00	\$200.00	0%
NA - Discretionary	NA - Discretionary	NA	\$100.00	\$100.00	0%
NA - Discretionary	NA - Discretionary	NA	\$200.00	\$200.00	0%

Administration

#	Description	Current Fee/Charge	Unit	Notes
23	Mammoth Substation	\$500.00		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
NA - Discretionary	NA - Discretionary	NA	\$500.00	\$500.00	0%

Ag Commissioner/Sealer

#	Description	Current Fee/Charge	Unit	Notes
1	Ag: Gopher Bait	\$10.00	per 5 lbs	
2	Agricultural Pest Control Operator Registration	\$25.00	County Limit	
3	Annual Business Location Fee (plus each device fee)	\$50.00		
4	Device Admin Fee (to State): < 10,000 lbs.	\$8.00		
5	Device Admin Fee (to State): >10,000 lbs.	\$12.00		
6	Device Admin Fee: Measuring Devices	\$1.10		
7	Device Admin Fee: Wholesale & Vehicle Meters	\$1.10		
8	Device Registration: All other commercial weighing & measuring devices	\$10.00		
9	Device Registration: Livestock Scales > 10,000 lbs	\$75.00		
10	Device Registration: Livestock Scales 2,000- 10,000 lbs	\$50.00		
11	Device Registration: Mounted LPG Meters	\$95.50		
12	Device Registration: Requested Inspection & Testing	\$125.00	per hour	
13	Device Registration: Scales > 10,000 lbs (other than livestock)	\$125.00		
14	Device Registration: Scales 2,000- 10,000 lbs (other than livestock)	\$75.00		
15	Device Registration: Wholesale & Vehicle Meters	\$12.50		
16	Device Repairman License	\$10.00		
17	Farm Labor Contractor County Registration	\$25.00	County	
18	Landscape Maintenance Pest Control Operator Registration	\$25.00	County Limit	
19	Pest Control Advisor In-County Registration	\$10.00	County Limit	
20	Pest Control Advisor Out-of-County Registration	\$5.00	County Limit	
21	Pest Control Pilot In-County Registration	\$10.00	County Limit	
22	Pest Control Pilot Out-of-County Registration	\$5.00	County Limit	
23	Service Agent Exam	\$35.00		
24	Structural Pest Control Business/Branch 1	\$25.00	County Limit	

Full Cost	Subsidy %	Suggested Fee	Fee Change
NA	NA	\$10.00	0%
NA	NA	\$25.00	0%
NA	NA	\$50.00	0%
NA	NA	\$8.00	0%
NA	NA	\$12.00	0%
NA	NA	\$1.10	0%
NA	NA	\$1.10	0%
NA	NA	\$10.00	0%
NA	NA	\$75.00	0%
NA	NA	\$50.00	0%
NA	NA	\$95.50	0%
NA	NA	\$125.00	0%
NA	NA	\$125.00	0%
NA	NA	\$75.00	0%
NA	NA	\$12.50	0%
NA	NA	\$10.00	0%
NA	NA	\$25.00	0%
NA	NA	\$25.00	0%
NA	NA	\$10.00	0%
NA	NA	\$5.00	0%
NA	NA	\$10.00	0%
NA	NA	\$5.00	0%
NA	NA	\$35.00	0%
NA	NA	\$25.00	0%

Ag Commissioner/Sealer

#	Description	Current Fee/Charge	Unit	Notes
25	Structural Pest Control Business/Branch 2 and/or 3	\$10.00	County Limit	
26	Structural Pest Control Operator Examination	\$15.00	County Limit	

Full Cost	Subsidy %	Suggested Fee	Fee Change
NA	NA	\$10.00	0%
NA	NA	\$15.00	0%

Airport Enterprise

#	Description	Current Fee/Charge	Unit	Notes
1	Aviation Fuel	Cost + 10%		
2	Hanger Rental	\$0.06	sq.ft./mo	
3	Parking Fees	\$5.00	per year	
4	Tie Down Fees: Daily	\$5.00	per day	
5	Tie Down Fees: Monthly	\$50.00	per month	

Full Cost	Subsidy %	Suggested Fee	Fee Change
Cost + 10%	0%	Cost + 10%	0%
NA - Discretionary	NA	\$0.06	0%
NA - Discretionary	NA	\$5.00	0%
NA - Discretionary	NA	\$5.00	0%
NA - Discretionary	NA	\$50.00	0%

Animal Services

#	Description	Current Fee/Charge	Unit	Notes
1	Adoption: Cat	\$25.00		
2	Adoption: Dog	\$40.00		
3	Commercial Kennel: Annual Review	\$100.00		
4	Commercial Kennel: Initial Permit	\$250.00		
5	Dead Animal Disposal: Picked up by AC	\$25.00		
6	Euthanasia: Public	\$25.00		
7	Impound Boarding: 1 cat/cage	\$6.00	per day	
8	Impound Boarding: 1 dog/kennel	\$10.00	per day	
9	Impound Boarding: 2 dog/kennel	\$11.00	per day	
10	Impound Boarding: 3 dog/kennel	\$12.00	per day	
11	Impound Boarding: Livestock	\$20.00	per day	
12	Impound Boarding: Other Animals	\$5.00	per day	
13	Impound: All other Animals	\$20.00		
14	Impound: Cat	\$20.00		
15	Impound: Dog Not wearing current license	\$50.00		
16	Impound: Dog wearing current license	\$25.00		
17	Impound: Livestock	\$100.00		+ \$15/hr
18	License - Duplicate License	\$5.00		
19	License - Intact	\$20.00		
20	License - Spayed/Neutered (annual)	\$10.00		
21	License - Transfer Fee	\$5.00		
22	License - Working Dog	\$10.00		
23	Turn in: Litter by Owner	\$30.00		
24	Turn in: Single Animal by Owner	\$25.00		
25	Microchip	New		
26	Impound fee - unaltered (F&A code 30804.7)	New		
27	Higher license fee for potentially dangerous dogs (F&A code 31641)	New		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$483.15	\$521.80	94%	\$31.00	\$33.00	32%
\$483.15	\$521.80	90%	\$50.00	\$54.00	35%
\$27.57	\$29.80	2%	\$27.00	\$29.00	-71%
\$27.57	\$29.80	2%	\$27.00	\$29.00	-88%
\$235.52	\$254.40	87%	\$31.00	\$33.00	32%
\$78.51	\$84.80	61%	\$31.00	\$33.00	32%
NA	NA	NA	\$6.00	\$6.00	0%
NA	NA	NA	\$10.00	\$10.00	0%
NA	NA	NA	\$11.00	\$11.00	0%
NA	NA	NA	\$12.00	\$12.00	0%
NA	NA	NA	\$20.00	\$20.00	0%
NA	NA	NA	\$5.00	\$5.00	0%
\$191.74	\$207.10	87%	\$25.00	\$27.00	35%
\$191.74	\$207.10	87%	\$25.00	\$27.00	35%
\$191.74	\$207.10	68%	\$62.00	\$66.00	32%
\$543.56	\$587.10	94%	\$31.00	\$33.00	32%
\$235.52	\$254.40	47%	\$125.00	\$135.00	35%
\$19.63	\$21.20	69%	\$6.00	\$6.00	20%
\$27.57	\$29.80	9%	\$25.00	\$27.00	35%
\$27.57	\$29.80	56%	\$12.00	\$12.00	20%
\$27.57	\$29.80	78%	\$6.00	\$6.00	20%
\$27.57	\$29.80	56%	\$12.00	\$12.00	20%
\$69.46	\$75.00	47%	\$37.00	\$39.00	30%
\$69.46	\$75.00	55%	\$31.00	\$33.00	32%
\$24.36	\$26.30	38%	\$15.00	\$16.00	NA
\$157.01	\$169.60	0%	\$157.00	\$169.00	NA
\$420.10	\$453.70	0%	\$420.00	\$453.00	NA

Assessor

#	Description	Current Fee/Charge	Unit	Notes
1	Assessment Research	\$38.00	per hour	
2	Cadastral Research	\$38.00	per hour	
3	Copy of Secured Roll	\$37.00		
4	Copy of Unsecured Roll	\$37.00		
5	Late Filing (property ownership change)	\$0.00		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$96.45	\$104.20	51%	\$47.00	\$50.00	32%
\$82.83	\$89.50	43%	\$47.00	\$50.00	32%
\$96.45	\$104.20	52%	\$46.00	\$49.00	32%
\$96.45	\$104.20	52%	\$46.00	\$49.00	32%
NA	NA	NA	\$0.00	\$0.00	0%

Behavioral Health

#	Description	Current Fee/Charge	Unit	Notes
1	Addiction Severity Index (ASI)	\$100.00		
2	Batterer's Intervention	\$1,400.00		
3	Drug Diversion	\$600.00		
4	DUI 9-Month	\$1,700.00		
5	DUI First Offender	\$1,000.00		
6	DUI Multi-Offender	\$2,200.00		
7	DUI Wet Reckless	\$450.00		
8	Outpatient: Assessment	\$2.61	per minute	
9	Outpatient: Case Management	\$2.02	per minute	
10	Outpatient: Collateral	\$2.61	per minute	
11	Outpatient: Crisis Intervention	\$3.88	per minute	
12	Outpatient: Group	\$2.61	per minute	
13	Outpatient: Individual	\$2.61	per minute	
14	Outpatient: Medication Support	\$4.82	per minute	

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
NA - Regulated	NA - Regulated	NA	\$100.00	\$100.00	0%
NA - Regulated	NA - Regulated	NA	\$1,400.00	\$1,400.00	0%
NA - Regulated	NA - Regulated	NA	\$600.00	\$600.00	0%
NA - Regulated	NA - Regulated	NA	\$1,700.00	\$1,700.00	0%
NA - Regulated	NA - Regulated	NA	\$1,000.00	\$1,000.00	0%
NA - Regulated	NA - Regulated	NA	\$2,200.00	\$2,200.00	0%
NA - Regulated	NA - Regulated	NA	\$450.00	\$450.00	0%
\$2.90	\$3.10	0%	\$2.90	\$2.90	11%
\$2.33	\$2.50	0%	\$2.33	\$2.33	15%
\$2.90	\$3.10	0%	\$2.90	\$2.90	11%
\$4.31	\$4.70	0%	\$4.31	\$4.31	11%
\$2.90	\$3.10	0%	\$2.90	\$2.90	11%
\$2.90	\$3.10	0%	\$2.90	\$2.90	11%
\$5.35	\$5.80	0%	\$5.35	\$5.35	11%

Miscellaneous

	Description	Current Fee/Charge	Unit	Notes
Campground Enterprise	Campground Site Fees	\$16.00	Night	
Cemetery Enterprise	Mt. Morrison: Plot Fees/per plot	\$456.00		
DSS/Senior Program	Non-Senior Meals	\$4.50		
Information Technology	Request for Data	\$72.00	per hour	
Information Technology	3rd Party Access Licensing	New		Cost of License
Information Technology	3rd Party Access Set Up Fee	New		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
NA - Discretionary	NA - Discretionary	NA	\$16.00	\$16.00	0%
NA - Discretionary	NA - Discretionary	NA	\$456.00	\$456.00	0%
\$12.99	\$14.00	65%	\$4.50	\$4.80	7%
\$86.79	\$93.70	1%	\$86.00	\$92.00	28%
Variable	Variable	NA	Actual Cost	Actual Cost	NA
\$92.61	\$100.00	1%	\$92.00	\$99.00	NA

Community Development

#	Description	Current Fee/Charge	Unit	Notes
1	Building Inspector - Hourly Rate	\$99.00	per hour	
2	Code Compliance	\$99.00	per hour	
3	Appeal (Initial Dep/\$99 per hour) (Planning & Building)	\$495.00	Deposit	
4	Planning - Building Permit Plan Check (large)	\$250.00		
5	Planning - Building Permit Plan Check (small)	\$99.00		
6	Categorical Exemption	\$99.00		
7	Certificate of Compliance	\$495.00	Deposit	
8	Commission Interpretation	\$495.00	Deposit	
9	Design Review (discretionary permit)	\$495.00	Deposit	
10	Development Activity Hourly Rate	\$99.00	per hour	
11	Director Review - Large	\$495.00	Deposit	
12	Director Review - Small	\$495.00	Deposit	
13	Environmental Impact Report - Staff Time	\$495.00	Deposit	
14	Environmental Impact Report	\$495.00	Deposit	
15	General Plan Amendment	\$495.00	Deposit	
16	Groundwater Transfer/Extraction	\$495.00	Deposit	
17	Home Occupation, expanded	\$495.00	Deposit	
18	Lot Line Adjustment	\$495.00	Deposit	
19	Lot Merger	\$495.00	Deposit	
20	Map Extension	\$495.00	Deposit	
21	Mining Operations Permit	\$495.00	Deposit	
22	Negative Declaration - Staff Time	\$495.00	Deposit	
23	Negative Declaration	\$495.00	Deposit	
24	Parcel Map: Modification	\$495.00	Deposit	
25	Parcel Map: Tentative	\$495.00	Deposit	
26	Prior Environmental (15183**) - Staff Time	\$495.00	Deposit	
27	Prior Environmental (15183**	\$495.00	Deposit	
28	Reclamation Plan	\$495.00	Deposit	
29	Specific Plan	\$495.00	Deposit	
30	Tract Map: Modification	\$495.00	Deposit	
31	Tract Map: Tentative	\$495.00	Deposit	
32	Use Permit (includes geothermal exploration permit and geothermal development permit)	\$495.00	Deposit	
33	Use Permit Modification	\$495.00	Deposit	
34	Variance	\$495.00	Deposit	
35	Attached Garages	\$33.60	per Sq Ft	
36	BSC Fee	% of Total Fee		
37	Building Permit - OTC	\$130.00	per Sq Ft	
38	Building Shape A	\$129.79	per Sq Ft	
39	Building Shape A (+7,000 ft elevation)	\$183.44	per Sq Ft	
40	Building Shape B	\$132.73	per Sq Ft	
41	Building Shape B (+7,000 ft elevation)	\$188.58	per Sq Ft	
42	Building Shape C	\$135.54	per Sq Ft	
43	Building Shape C (+7,000 ft elevation)	\$193.19	per Sq Ft	

See Building Permit Table - These Values determine Valuation

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Unit	Fee Change
\$102.07	\$110.24	0%	\$102.00	\$110.00	per hour	11%
\$100.34	\$108.37	0%	\$100.00	\$108.00	per hour	9%
\$607.67	\$656.32	0%	\$607.00	\$655.00	Deposit	32%
\$242.48	\$261.90	0%	\$242.00	\$261.00		4%
\$96.99	\$104.76	1%	\$96.00	\$103.00		4%
\$96.99	\$104.76	1%	\$96.00	\$103.00		4%
\$96.99	\$104.76	1%	\$96.00	\$103.00	per hour	NA
\$1,259.41	\$1,360.23	50%	\$629.00	\$679.00	Flat	NA
\$629.70	\$680.11	2%	\$618.00	\$667.00	Deposit	35%
\$125.94	\$136.02	2%	\$123.00	\$132.00	per hour	33%
\$1,511.29	\$1,632.27	50%	\$755.00	\$815.00	Flat	NA
\$755.64	\$816.14	18%	\$618.00	\$667.00	Flat	NA
\$629.70	\$680.11	2%	\$618.00	\$667.00	Deposit	35%
Variable	Variable	NA	Consultant Cost +20%	Consultant Cost +20%		NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$1,259.41	\$1,360.23	50%	\$629.00	\$679.00	flat	NA
\$1,047.83	\$1,131.71	50%	\$523.00	\$564.00	flat	NA
\$628.70	\$679.03	0%	\$628.00	\$678.00	flat	NA
\$838.26	\$905.37	0%	\$838.00	\$905.00	flat	NA
\$1,244.14	\$1,343.74	50%	\$622.00	\$671.00	flat	NA
\$629.70	\$680.11	2%	\$618.00	\$667.00	Deposit	35%
Variable	Variable	NA	Consultant Cost +20%	Consultant Cost +20%		NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$629.70	\$680.11	2%	\$618.00	\$667.00	Deposit	35%
Variable	Variable	NA	Consultant Cost +20%	Consultant Cost +20%		NA
\$1,511.29	\$1,632.27	50%	\$755.00	\$815.00	flat	NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
NA -Valuation	NA -Valuation	NA	\$33.60	\$33.60	per Sq Ft	0%
NA -Valuation	NA -Valuation	NA	% of Total Fee	% of Total Fee		NA
NA -Valuation	NA -Valuation	NA	\$130.00	\$130.00	per Sq Ft	0%
NA -Valuation	NA -Valuation	NA	\$129.79	\$129.79	per Sq Ft	0%
NA -Valuation	NA -Valuation	NA	\$183.44	\$183.44	per Sq Ft	0%
NA -Valuation	NA -Valuation	NA	\$132.73	\$132.73	per Sq Ft	0%
NA -Valuation	NA -Valuation	NA	\$188.58	\$188.58	per Sq Ft	0%
NA -Valuation	NA -Valuation	NA	\$135.54	\$135.54	per Sq Ft	0%
NA -Valuation	NA -Valuation	NA	\$193.19	\$193.19	per Sq Ft	0%

Community Development

#	Description	Current Fee/Charge	Unit	Notes
44	Building Shape C (+7,000 ft elevation)	\$198.38	per Sq Ft	of Construction
45	Building Shape D	\$138.73	per Sq Ft	
46	Covered Decks	\$22.80	per Sq Ft	
47	Detached Garages	\$33.60	per Sq Ft	
48	SMIP Fee (Seismic) 1-3 Story	\$13.00		
49	SMIP Fee (Seismic) 3+ Story	\$28.00		
50	Uncovered Decks	\$14.40	per Sq Ft	
51	Board/Commission Admin Fee	New	per hour	
52	Short-Term Rental Activity Permit	495.00	deposit	
53	Short-Term Rental Activity Permit Annual Renewal	New		
54	Cannabis Operations Permit	495.00	deposit	
55	Cannabis Operations Permit Annual Renewal	New		
56	Monitoring and Reporting permit & environmental conditions	New		
57	Vacation Home Rental Permit	New		
58	LAFCO Applications	495.00	deposit	
59	Airport Land Use Commission Processing	495.00	deposit	
60	General Plan Update Fee	New		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Unit	Fee Change
NA -Valuation	NA -Valuation	NA	\$198.38	\$198.38	per Sq Ft	0%
NA -Valuation	NA -Valuation	NA	\$138.73	\$138.73	per Sq Ft	0%
NA -Valuation	NA -Valuation	NA	\$22.80	\$22.80	per Sq Ft	0%
NA -Valuation	NA -Valuation	NA	\$33.60	\$33.60	per Sq Ft	0%
NA -Valuation	NA -Valuation	NA	\$13.00	\$13.00		0%
NA -Valuation	NA -Valuation	NA	\$28.00	\$28.00		0%
NA -Valuation	NA -Valuation	NA	\$14.40	\$14.40	per Sq Ft	0%
\$167.26	\$180.64	0%	\$167.00	\$180.00	per hour	NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$103.68	\$111.98	1%	\$103.00	\$111.00		NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$103.68	\$111.98	1%	\$103.00	\$111.00		NA
\$125.94	\$136.02	1%	\$125.00	\$135.00		NA
\$95.58	\$103.23	1%	\$95.00	\$102.00		NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
\$125.94	\$136.02	1%	\$125.00	\$135.00	per hour	NA
8%	9%	52%	4%	4%		NA

Building Valuation Table - Building Permit Fees Suggested

Minimum Value	Maximum Value	Current Base Rate	Suggested Base Rate	Current Plus \$\$	Suggested Plus \$\$	For every
0.00	0.00	0.00	0.00	0.00	0.00	0
1.00	500.00	28.44	57.00	0.00	0.00	0
501.00	2,000.00	28.44	57.00	3.69	7.40	100
2,001.00	25,000.00	83.79	167.95	16.94	33.95	1,000
25,001.00	50,000.00	473.41	948.88	12.22	24.49	1,000
50,001.00	100,000.00	778.91	1,561.22	8.47	16.98	1,000
100,001.00	500,000.00	1,202.41	2,410.06	6.78	13.59	1,000
500,001.00	1,000,000.00	3,914.41	7,845.89	5.75	11.53	1,000
1,000,001.00	and Up	6,789.41	13,608.43	3.81	7.64	1,000

Percent Change = 100%

Cost Recovery Level = 60%

Building Valuation Table - Building Permit Fees Suggested with 8% CPI Adjustment

Minimum Value	Maximum Value	Suggested Base Rate	CPI Adjusted Base Rate	Suggested Plus \$\$	CPI Adjusted Plus \$\$	For every
0.00	0.00	0.00	0.00	0.00	0.00	0
1.00	500.00	57.00	61.57	0.00	0.00	0
501.00	2,000.00	57.00	61.57	7.40	7.99	100
2,001.00	25,000.00	167.95	181.39	33.95	36.67	1,000
25,001.00	50,000.00	948.88	1,024.85	24.49	26.45	1,000
50,001.00	100,000.00	1,561.22	1,686.20	16.98	18.34	1,000
100,001.00	500,000.00	2,410.06	2,603.00	13.59	14.68	1,000
500,001.00	1,000,000.00	7,845.89	8,473.99	11.53	12.45	1,000
1,000,001.00	and Up	13,608.43	14,697.84	7.64	8.25	1,000

Solid Waste Enterprise

#	Description	Current Fee/Charge	Unit	Notes
1	Poison Liquids or Solids, Other exceeding 2 gallon limit	\$4.75	per gallon	
2	Aerosols exceeding 10 can limit	\$3.75	per gallon	or \$1 per co
3	Antifreeze exceeding 2 gallon limit	\$2.25	per gallon	
4	Flammable Liquid exceeding 5 gallon limit	\$2.00	per gallon	
5	Non Paint Care Products exceeding 2 gallon limit	\$2.00	per gallon	
6	Alkaline Batteries exceeding 1 gallon limit	\$10.00	per gallon	
7	Fluorescent Tubes exceeding 15 tube limit	\$1.50	per tube	
8	Compact Fluorescent tubes exceeding 10 tube limit	\$0.50	per tube	
9	Ballasts exceeding 5 ballast limit	\$0.50	per ballast	
10	Paint Care Products exceeding 10 gallon limit	\$0.25	per gallon	
11	Benton Crossing: Animal Carcass- Large each	\$25.00		
12	Benton Crossing: Animal Carcass- Medium each	\$10.00		
13	Benton Crossing: Animal Carcass- Small each	\$5.00		
14	Benton Crossing: Auto Bodies	\$16.50		
15	Benton Crossing: Auto Bodies: plus	\$17.25	per ton	
16	Benton Crossing: Boats & Personal Watercraft	\$74.00	per ton	
17	Benton Crossing: Cathode Ray Tubes (TV & computer monitors)	\$5.50		
18	Benton Crossing: Cathode Ray Tubes (TV & computer monitors): plus	\$17.25	per ton	
19	Benton Crossing: Inert Construction Clean Loads (per load) gavel, soil or asphalt grindin	\$11.00		
20	Benton Crossing: Inert Construction Clean Loads (per load) gavel, soil or asphalt grindin	\$5.00		
21	Benton Crossing: Minimum Gate Fee	\$5.00		
22	Benton Crossing: Mixed Construction & Demolition	\$74.00		
23	Benton Crossing: Mixer inert debris or loads of Large concrete/asphalt chunks	\$33.00	per ton	
24	Benton Crossing: Mobile Homes, House Trailers & Campers	\$74.00	per ton	
25	Benton Crossing: Non-Refrigerated Appliances	\$11.50	each	+ \$17.25/Ton
26	Benton Crossing: Organics	\$5.00	per load	
27	Benton Crossing: Oversized tires & tractor tires dia. > 42" or >11" width	\$65.75	each	
28	Benton Crossing: Oversized tires & tractor tires dia. > 42" or >11" width: plus	\$17.25	per ton	
29	Benton Crossing: Passenger car/truck tire dia. < 42" or < 11" width	\$5.50	each	
30	Benton Crossing: Passenger car/truck tire dia. < 42" or < 11" width: plus	\$17.25	per ton	

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$6.60	\$7.12	10%	\$5.94	\$6.40	35%
\$5.21	\$5.62	10%	\$4.69	\$5.10	36%
\$3.12	\$3.37	10%	\$2.81	\$3.00	33%
\$2.78	\$3.00	10%	\$2.50	\$2.70	35%
\$2.78	\$3.00	10%	\$2.50	\$2.70	35%
\$13.88	\$15.00	10%	\$12.50	\$13.50	35%
\$2.08	\$2.25	10%	\$1.88	\$2.00	33%
\$0.69	\$0.75	10%	\$0.63	\$0.70	40%
\$0.69	\$0.75	10%	\$0.63	\$0.70	40%
\$0.35	\$0.37	10%	\$0.31	\$0.30	20%
\$34.71	\$37.49	10%	\$31.25	\$33.80	35%
\$13.88	\$15.00	10%	\$12.50	\$13.50	35%
\$6.94	\$7.50	10%	\$6.25	\$6.80	36%
\$22.91	\$24.74	10%	\$20.63	\$22.30	35%
\$23.95	\$25.87	10%	\$21.56	\$23.30	35%
\$102.75	\$110.97	10%	\$92.50	\$99.90	35%
\$7.64	\$8.25	10%	\$6.88	\$7.40	35%
\$23.95	\$25.87	10%	\$21.56	\$23.30	35%
\$15.27	\$16.50	10%	\$13.75	\$14.90	35%
\$6.94	\$7.50	10%	\$6.25	\$6.80	36%
\$6.94	\$7.50	10%	\$6.25	\$6.80	36%
\$102.75	\$110.97	10%	\$92.50	\$99.90	35%
\$45.82	\$49.49	10%	\$41.25	\$44.60	35%
\$102.75	\$110.97	10%	\$92.50	\$99.90	35%
\$15.97	\$17.25	10%	\$14.38	\$15.50	35%
\$6.94	\$7.50	10%	\$6.25	\$6.80	36%
\$91.29	\$98.60	10%	\$82.19	\$88.80	35%
\$23.95	\$25.87	10%	\$21.56	\$23.30	35%
\$7.64	\$8.25	10%	\$6.88	\$7.40	35%
\$23.95	\$25.87	10%	\$21.56	\$23.30	35%

Solid Waste Enterprise

#	Description	Current Fee/Charge	Unit	Notes
31	Benton Crossing: Refrigerated Appliances	\$24.75		
32	Benton Crossing: Refrigerated Appliances: plus	\$17.25	per ton	
33	Benton Crossing: Scrap Metal	\$17.25	per ton	
34	Benton Crossing: Special Handling-Add'l 1/2 hour charge to process	\$20.00	per half hour	
35	Benton Crossing: Special Handling-Base Rate	\$74.00	per ton	
36	Benton Crossing: Special Handling-Large Load surcharge	\$100.00	per load	
37	Benton Crossing: Tire on Rim surcharge	\$5.50		
38	Benton Crossing: Tire on Rim surcharge: plus	\$17.25	per ton	
39	Benton Crossing: Tree Trunks >18" & Stumps	\$74.00	per ton	
40	Benton Crossing: Wood	\$17.25	per ton	
41	Parcel Fee	\$60.00		
42	Solid Waste Fee Appeal	\$407.00		
43	Tipping Fees	\$74.00	per ton	
44	Transfer Station by Volume: 1st Garbage Can up to 80 gallons	\$5.00		
45	Transfer Station by Volume: Add'l garbage Can up to 40 gallons	\$2.50		
46	Transfer Station by Volume: C&D all other loads of inert debris	\$47.50	per cubic yrd	
47	Transfer Station by Volume: C&D Clean loads of gravel, soil or asphalt	\$5.00	per load	
48	Transfer Station by Volume: C&D Waste mixed	\$16.50	per cubic yrd	
49	Transfer Station by Volume: Cathode Ray Tubes (TV & computer monitors)	\$5.75	each	
50	Transfer Station by Volume: Minimum Gate Fee	\$5.00		
51	Transfer Station by Volume: Mixed Waste	\$11.75	per ton	
52	Transfer Station by Volume: Non-Refrigerated Appliances	\$8.50	each	
53	Transfer Station by Volume: Organics	\$5.00	per load	
54	Transfer Station by Volume: Oversized tires & tractor tires dia. > 42" or >11" width	\$68.50	each	
55	Transfer Station by Volume: Passenger car/truck tire dia. < 42" or < 11" width	\$5.75	each	
56	Transfer Station by Volume: Refrigerated Appliances	\$27.00	each	
57	Transfer Station by Volume: Scrap Metal	\$5.00	per cubic yrd	
58	Transfer Station by Volume: Special Handling-Add'l 1/2 hour charge to process	\$20.00	per half hour	
59	Transfer Station by Volume: Special Handling-Base Rate	\$8.50	per cubic yrd	
60	Transfer Station by Volume: Special Handling-Large Load surcharge	\$100.00	per load	
61	Transfer Station by Volume: Tire on Rim surcharge	\$5.75	each	

Solid Waste Enterprise

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$34.36	\$37.12	10%	\$30.94	\$33.40	35%
\$23.95	\$25.87	10%	\$21.56	\$23.30	35%
\$23.95	\$25.87	10%	\$21.56	\$23.30	35%
\$27.77	\$29.99	10%	\$25.00	\$27.00	35%
\$102.75	\$110.97	10%	\$92.50	\$99.90	35%
\$138.84	\$149.96	10%	\$125.00	\$135.00	35%
\$7.64	\$8.25	10%	\$6.88	\$7.40	35%
\$23.95	\$25.87	10%	\$21.56	\$23.30	35%
\$102.75	\$110.97	10%	\$92.50	\$99.90	35%
\$23.95	\$25.87	10%	\$21.56	\$23.30	35%
NA - Tax	NA - Tax	NA	\$60.00	\$64.80	8%
\$565.10	\$610.34	10%	\$508.75	\$549.50	35%
\$102.75	\$110.97	10%	\$92.50	\$99.90	35%
\$6.94	\$7.50	10%	\$6.25	\$6.80	36%
\$3.47	\$3.75	10%	\$3.13	\$3.40	36%
\$65.95	\$71.23	10%	\$59.38	\$64.10	35%
\$6.94	\$7.50	10%	\$6.25	\$6.80	36%
\$22.91	\$24.74	10%	\$20.63	\$22.30	35%
\$7.98	\$8.62	10%	\$7.19	\$7.80	36%
\$6.94	\$7.50	10%	\$6.25	\$6.80	36%
\$16.31	\$17.62	10%	\$14.69	\$15.90	35%
\$11.80	\$12.75	10%	\$10.63	\$11.50	35%
\$6.94	\$7.50	10%	\$6.25	\$6.80	36%
\$95.11	\$102.72	10%	\$85.63	\$92.50	35%
\$7.98	\$8.62	10%	\$7.19	\$7.80	36%
\$37.49	\$40.49	10%	\$33.75	\$36.50	35%
\$6.94	\$7.50	10%	\$6.25	\$6.80	36%
\$27.77	\$29.99	10%	\$25.00	\$27.00	35%
\$11.80	\$12.75	10%	\$10.63	\$11.50	35%
\$138.84	\$149.96	10%	\$125.00	\$135.00	35%
\$7.98	\$8.62	10%	\$7.19	\$7.80	36%

Solid Waste Enterprise

#	Description	Current Fee/Charge	Unit	Notes
62	Transfer Station by Volume: Wood - Clean	\$8.50	per cubic yard	
63	Transfer Station by Weight: Cathode Ray Tubes (TV & computer monitors)	\$5.50	each	
64	Transfer Station by Weight: Cathode Ray Tubes (TV & computer monitors): plus	\$37.25	per ton	
65	Transfer Station by Weight: Minimum Gate Fee	\$5.00		
66	Transfer Station by Weight: Mixed Household & Commercial Waste	\$94.00	per ton	
67	Transfer Station by Weight: Non-Refrigerated Appliances	\$11.50		
68	Transfer Station by Weight: Non-Refrigerated Appliances: plus	\$37.25	per ton	
69	Transfer Station by Weight: Organics	\$5.00	per load	
70	Transfer Station by Weight: Oversized tires & tractor tires dia. > 42" or >11" width	\$65.75	each	
71	Transfer Station by Weight: Oversized tires & tractor tires dia. > 42" or >11" width: plus	\$17.25	per ton	
72	Transfer Station by Weight: Passenger car/truck tire dia. < 42" or < 11" width	\$5.50	each	
73	Transfer Station by Weight: Passenger car/truck tire dia. < 42" or < 11" width: plus	\$37.25	per ton	
74	Transfer Station by Weight: Refrigerated Appliances	\$24.75		
75	Transfer Station by Weight: Refrigerated Appliances: plus	\$37.25	per ton	
76	Transfer Station by Weight: Scrap Metal	\$37.25	per ton	
77	Transfer Station by Weight: Special Handling-Add'l 1/2 hour charge to process	\$20.00	per half hour	
78	Transfer Station by Weight: Special Handling-Base Rate	\$94.00	per ton	
79	Transfer Station by Weight: Special Handling-Large Load surcharge	\$100.00	per load	
80	Transfer Station by Weight: Tire on Rim surcharge	\$5.50		
81	Transfer Station by Weight: Tire on Rim surcharge: plus	\$37.25	per ton	
82	Transfer Station by Weight: Wood	\$14.25	per ton	
83	Transportation Fees (Transfer Stations)	\$20.00	per ton	
84	Solid Waste Invoicing Fee	\$0.00		

Solid Waste Enterprise

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$11.80	\$12.75	10%	\$10.63	\$11.50	35%
\$7.64	\$8.25	10%	\$6.88	\$7.40	35%
\$51.72	\$55.86	10%	\$46.56	\$50.30	35%
\$6.94	\$7.50	10%	\$6.25	\$6.80	36%
\$130.51	\$140.96	10%	\$117.50	\$126.90	35%
\$15.97	\$17.25	10%	\$14.38	\$15.50	35%
\$51.72	\$55.86	10%	\$46.56	\$50.30	35%
\$6.94	\$7.50	10%	\$6.25	\$6.80	36%
\$91.29	\$98.60	10%	\$82.19	\$88.80	35%
\$23.95	\$25.87	10%	\$21.56	\$23.30	35%
\$7.64	\$8.25	10%	\$6.88	\$7.40	35%
\$51.72	\$55.86	10%	\$46.56	\$50.30	35%
\$34.36	\$37.12	10%	\$30.94	\$33.40	35%
\$51.72	\$55.86	10%	\$46.56	\$50.30	35%
\$51.72	\$55.86	10%	\$46.56	\$50.30	35%
\$27.77	\$29.99	10%	\$25.00	\$27.00	35%
\$130.51	\$140.96	10%	\$117.50	\$126.90	35%
\$138.84	\$149.96	10%	\$125.00	\$135.00	35%
\$7.64	\$8.25	10%	\$6.88	\$7.40	35%
\$51.72	\$55.86	10%	\$46.56	\$50.30	35%
\$19.79	\$21.37	10%	\$17.81	\$19.20	35%
\$27.77	\$29.99	10%	\$25.00	\$27.00	35%
\$0.00	\$0.00	NA	\$0.00	\$0.00	0%

County Clerk-Recorder

#	Description	Current Fee/Charge	Unit	Notes
1	Meeting Services	\$56.00	per hour	
2	Copy or Scanned Document (per page/image) Color	\$0.16	per image	
3	Elections : Mailing Labels (per label)	\$0.20		
4	Wedding Officiating	\$118.00		
5	Assessment Appeal Filing Fee	\$17.70		
6	Clerk-Recorder Research	\$56.00	per hour	
7	Copy or Scanned Document (per page/image) B&W	\$0.09	per image	
8	Document Certification	\$1.75		
9	Notary Public Bond Filing/Withdrawal	\$16.00		
10	Process Server Bond Registration (Waived for PI)	\$120.00		
11	Vital Records-Clerk's Acknowledgement per Name	\$2.25		
12	Power of Attorney/Revocation	\$3.50		
13	Power of Attorney-additional names	\$2.25		
14	Certified Birth Certificate - Gov't Agency	\$19.00		
15	Certified Birth Certificate - Public	\$25.00		
16	Certified Death Certificate	\$21.00		
17	Certified Fetal Death	\$18.00		
18	Confidential Marriage License (Includes Marriage Certificate)	\$60.00		
19	Documentary Transfer Tax	\$0.55/\$500		
20	Fictitious Business Names (DBA): Abandonment of Fictitious Name	\$7.50		
21	Fictitious Business Names (DBA): Additional Business Name on Application	\$12.50		
22	Fictitious Business Names (DBA): Additional Registrant on App (Husband & Wife = 1 Name)	\$2.00		
23	Fictitious Business Names (DBA): Certified Cope of Fictitious Business Name Application	\$2.00		
24	Fictitious Business Names (DBA): Filing	\$12.50		
25	Fictitious Business Names (DBA): Withdrawal of Partnership	\$5.00		
26	Human Remains Disposition - Regular	\$12.00		
27	Maps: Map Copies - add'l pages	\$2.00		
28	Maps: Map Copies - first page	\$4.00		
29	Maps: Recording add'l pages	\$3.00		
30	Maps: Recording first page	\$8.00		
31	Marriage Certificate - Gov't Agency	\$11.00		
32	Marriage Certificate - Public	\$15.00		
33	Marriage License (Includes Marriage Certificate)	\$50.00		
34	Mining Claims or Release after 10+ names/name change (per name)	\$1.00		
35	Recording: Claim of Lien - Special District Lien	No Fee		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$136.91	\$147.87	49%	\$70.00	\$75.00	34%
\$1.77	\$1.91	89%	\$0.20	\$0.21	31%
\$2.09	\$2.26	88%	\$0.25	\$0.27	35%
\$208.29	\$224.97	29%	\$147.00	\$158.00	34%
\$198.90	\$214.82	89%	\$22.00	\$23.00	30%
\$104.15	\$112.48	33%	\$70.00	\$75.00	34%
\$1.77	\$1.91	94%	\$0.11	\$0.11	22%
\$1.52	\$1.64	0%	\$1.52	\$1.64	-6%
\$81.57	\$88.10	75%	\$20.00	\$21.00	31%
\$100.08	\$108.09	0%	\$100.00	\$108.00	-10%
\$1.52	\$1.64	0%	\$1.52	\$1.64	-27%
\$81.57	\$88.10	95%	\$4.37	\$4.71	35%
\$81.57	\$88.10	97%	\$2.81	\$3.03	35%
\$74.34	\$80.29	70%	\$22.00	\$23.00	21%
\$74.34	\$80.29	61%	\$29.00	\$31.00	24%
\$74.34	\$80.29	68%	\$24.00	\$25.00	19%
\$74.34	\$80.29	72%	\$21.00	\$22.00	22%
\$74.34	\$80.29	0%	\$74.00	\$79.00	32%
NA - Tax	NA - Tax	NA	\$0.55/\$500	\$0.55/\$500	0%
\$74.34	\$80.29	88%	\$9.00	\$9.00	20%
\$74.34	\$80.29	80%	\$15.00	\$16.00	28%
\$74.34	\$80.29	97%	\$2.00	\$2.00	0%
\$74.34	\$80.29	97%	\$2.00	\$2.00	0%
\$74.34	\$80.29	80%	\$15.00	\$16.00	28%
\$74.34	\$80.29	92%	\$6.00	\$6.00	20%
\$74.34	\$80.29	80%	\$15.00	\$16.00	33%
\$81.57	\$88.10	98%	\$2.00	\$2.00	0%
\$81.57	\$88.10	94%	\$5.00	\$5.00	25%
\$81.57	\$88.10	96%	\$3.00	\$3.00	0%
\$81.57	\$88.10	88%	\$10.00	\$10.00	25%
\$74.34	\$80.29	84%	\$12.00	\$12.00	9%
\$74.34	\$80.29	77%	\$17.00	\$18.00	20%
\$81.57	\$88.10	24%	\$62.00	\$66.00	32%
\$81.57	\$88.10	99%	\$1.00	\$1.00	0%
\$81.57	\$88.10	100%	No Fee	No Fee	0%

County Clerk-Recorder

#	Description	Current Fee/Charge	Unit	Notes
36	Recording: Document w/no Preliminary Change of Ownership form	\$20.00		
37	Recording: Document with Two Titles -8.5 X 11	\$16.00		
38	Recording: Document with Two Titles -8.5 X 11-add'l page	\$3.00		
39	Recording: Document with Two Titles -8.5 X 14	\$19.00		
40	Recording: Document with Two Titles -8.5 X 14-add'l page	\$6.00		
41	Recording: Monument Survey (Metes & Bounds Description)	\$10.00		
42	Recording: Notice of Debtor (Each Address)	\$3.50		
43	Recording: Recordable document 8.5 X 11	\$8.00		
44	Recording: Recordable document 8.5 X 11-add'l page	\$3.00		
45	Recording: Recordable document 8.5 X 14	\$11.00		
46	Recording: Recordable document 8.5 X 14-add'l page	\$6.00		
47	Recording: Release of Special District Lien (Each Name)	\$9.00		
48	Recording: Uniform Commercial Code (1-2 pp)	\$11.00		
49	Recording: Uniform Commercial Code (2+ pp)	\$21.00		
50	UCC Uniform Commercial Code 1-2 page	\$11.00		
51	UCC Uniform Commercial Code 3+ page	\$21.00		
52	Vital Record Search	\$13.00	per quarter hour	
53	County Counsel Hourly Rate	\$120.00		
54	File Transfer to Title Companies	New		
55	Voter Information Files	New		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$81.57	\$88.10	69%	\$25.00	\$27.00	35%
\$81.57	\$88.10	75%	\$20.00	\$21.00	31%
\$81.57	\$88.10	96%	\$3.00	\$3.00	0%
\$81.57	\$88.10	72%	\$23.00	\$24.00	26%
\$81.57	\$88.10	91%	\$7.00	\$7.00	17%
\$81.57	\$88.10	85%	\$12.00	\$12.00	20%
\$81.57	\$88.10	95%	\$4.00	\$4.00	14%
\$81.57	\$88.10	88%	\$10.00	\$10.00	25%
\$81.57	\$88.10	96%	\$3.00	\$3.00	0%
\$81.57	\$88.10	84%	\$13.00	\$14.00	27%
\$81.57	\$88.10	91%	\$7.00	\$7.00	17%
\$81.57	\$88.10	87%	\$11.00	\$11.00	22%
\$81.57	\$88.10	84%	\$13.00	\$14.00	27%
\$81.57	\$88.10	68%	\$26.00	\$28.00	33%
\$81.57	\$88.10	84%	\$13.00	\$14.00	27%
\$81.57	\$88.10	68%	\$26.00	\$28.00	33%
\$36.45	\$39.36	56%	\$16.00	\$17.00	31%
\$211.01	\$227.91	29%	\$150.00	\$162.00	35%
\$25.08	\$27.09	0%	\$25.00	\$27.00	NA
\$122.57	\$132.38	0%	\$122.00	\$131.00	NA

Emergency Medical Service

#	Description	Current Fee/Charge	Unit	Notes
1	Records Request	New		
2	Subscription Program	65.00	per year	
3	GROUND AMBULANCE RATES FOR MONO COUNTY RESIDENTS			
4	Advanced Life Support (als) Base Rate (All Inclusive)	\$2,991.04		
5	ALS Non-Transport	No Charge		
6	Basic Life Support (BLS) Rate	\$2,213.10		
7	Emergency Fee	\$97.50		
8	Oxygen	\$193.42		
9	Night Charge	\$223.29		
10	Critical Care Transport	\$2,133.60		
11	Mileage	\$44.24	per mile or fraction thereof	
12	Wait Time	\$83.49	per 15 minutes interval	
13	EKG	\$123.27		
14	GROUND AMBULANCE RATES FOR NON-RESIDENTS OF MONO COUNTY			
15	Advanced Life Support (als) Base Rate (All Inclusive)	\$3,290.14		
16	ALS Non-Transport	No Charge		
17	Basic Life Support (BLS) Rate	\$2,434.41		
18	Emergency Fee	\$107.25		
19	Oxygen	\$212.76		
20	Night Charge	\$245.62		
21	Critical Care Transport	\$2,346.96		
22	Mileage	\$48.66	per mile or fraction thereof	
23	Wait Time	\$91.84	per 15 minutes interval	
24	EKG	\$135.60		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase	Fee Change
NA	NA	NA	\$15.00	\$15.00	0%
NA	NA	NA	\$65.00	\$65.00	0%
\$5,591.63	\$6,039.27	33%	\$3,738.00	\$4,037.00	35%
NA - Not Charged	NA - Not Charged	NA	No Charge	No Charge	0%
\$4,137.31	\$4,468.51	33%	\$2,766.00	\$2,987.00	35%
\$182.27	\$196.86	34%	\$121.00	\$130.00	33%
\$361.59	\$390.54	33%	\$241.00	\$260.00	34%
\$417.43	\$450.85	33%	\$279.00	\$301.00	35%
\$3,988.68	\$4,307.99	33%	\$2,667.00	\$2,880.00	35%
\$82.70	\$89.33	33%	\$55.00	\$59.00	33%
\$156.08	\$168.58	33%	\$104.00	\$112.00	34%
\$230.45	\$248.90	33%	\$154.00	\$166.00	35%
\$6,150.79	\$6,643.18	33%	\$4,112.00	\$4,441.00	35%
NA - Not Charged	NA - Not Charged	NA	No Charge	No Charge	0%
\$4,551.04	\$4,915.36	33%	\$3,043.00	\$3,286.00	35%
\$200.50	\$216.55	33%	\$134.00	\$144.00	34%
\$397.75	\$429.59	33%	\$265.00	\$286.00	34%
\$459.18	\$495.94	33%	\$307.00	\$331.00	35%
\$4,387.55	\$4,738.79	33%	\$2,933.00	\$3,167.00	35%
\$90.97	\$98.25	34%	\$60.00	\$64.00	32%
\$171.69	\$185.44	34%	\$114.00	\$123.00	34%
\$253.50	\$273.79	33%	\$169.00	\$182.00	34%

Finance

#	Description	Current Fee/Charge	Unit
1	Hourly Accounting Fee	\$80.00	
2	Tax Roll Parcel Correction	\$13.00	
3	Pace Administration Fee	\$3.00	
4	Manually Add Special Assessment	\$6.00	
5	File Lien	\$9.00	
6	Notice of Intent to File Lien	\$10.00	
7	Notice of Tax Sale	\$90.00	
8	Personal Contact Prior to Sale	\$150.00	
9	Release of Lien	\$10.00	
10	Returned Checks	\$25.00	
11	Special Assessment Tax Roll Correction	\$7.00	
12	Copy of Secured Roll	\$37.00	
13	Copy of Unsecured Roll	\$37.00	
14	Research Fee	\$25.00	per hour
15	Payment Plan Fee	\$50.00	
16	Online Auction Fee	Actual Cost	
17	Redemption fee	\$15.00	
18	Research of Title Fee	Actual Cost	
19	Tax Sale County Fee	\$150.00	
20	Power to Sell Recording Fee (T/C)	\$8.00	
21	Advertising Fee	Actual Cost	
22	Redemption Fee Prior to 90 Days to Tax Sale	\$150.00	
23	Estimated Tax Calculation Fee	\$25.00	per parcel
24	Cost (unpaid second installments)	\$10.00	

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$105.98	\$114.46	6%	\$100.00	\$108.00	35%
\$24.43	\$26.38	34%	\$16.00	\$17.00	31%
NA	NA	NA	\$3.00	\$3.00	0%
NA	NA	NA	\$6.00	\$6.00	0%
\$11.69	\$12.62	6%	\$11.00	\$11.00	22%
\$11.69	\$12.62	6%	\$11.00	\$11.00	10%
\$151.89	\$164.05	26%	\$112.00	\$120.00	33%
\$228.49	\$246.78	18%	\$187.00	\$201.00	34%
\$11.69	\$12.62	6%	\$11.00	\$11.00	10%
NA - regulated	NA - regulated	NA	\$25.00	\$25.00	0%
\$24.43	\$26.38	67%	\$8.00	\$8.00	14%
\$36.11	\$39.00	0%	\$36.00	\$38.00	3%
\$36.11	\$39.00	0%	\$36.00	\$38.00	3%
\$98.18	\$106.04	68%	\$31.00	\$33.00	32%
NA - regulated	NA - regulated	NA	\$50.00	\$50.00	0%
\$54.17	\$58.50	NA	Actual Cost	Actual Cost	0%
NA - regulated	NA - regulated	NA	\$15.00	\$15.00	0%
Variable	Variable	NA	Actual Cost	Actual Cost	0%
NA - regulated	NA - regulated	NA	\$150.00	\$150.00	0%
NA - regulated	NA - regulated	NA	\$8.00	\$8.00	0%
Variable	Variable	NA	Actual Cost	Actual Cost	0%
NA - regulated	NA - regulated	NA	\$150.00	\$150.00	0%
NA - regulated	NA - regulated	NA	\$25.00	\$25.00	0%
NA - regulated	NA - regulated	NA	\$10.00	\$10.00	0%

Public Health - Environmental Health

Program Element	Description	Current Fee/Charge	Unit	Notes
	Food Sanitation			
1602	Farmers Market/Certified Farmers Market	\$324.00		
1607	Produce Stand/Farm Stand	\$162.00		
1611	Retail Market 10 to 50 sq. ft.	\$81.00		
1612	Retail Market 51 to 1,999 sq. ft.	\$243.00		
1613	Retail Market 2,000 to 5,999 sq. ft.	\$324.00		
1614	Retail Market 6,000+ sq. ft.	\$405.00		
1619	Additional Food Prep Unit within Market	\$81.00		
1621	Restaurant 0 to 10 Seats	\$162.00		
1622	Restaurant 11 to 60 Seats	\$324.00		
1623	Restaurant 61 to 100 Seats	\$486.00		
1624	Restaurant 100+ Seats	\$648.00		
1629	Bar/Distillery Tasting Room	\$162.00		
1630	Satellite Distribution	\$162.00		
1632	School Cafeteria	\$162.00		
1640	Cottage Food Operation - Class A	\$10.00		
1642	Cottage Food Operation - Class B	\$20.00		
	Microenterprise Home Kitchen Operation	New		
1650	Bakery, Food Processing 1,999 sq. ft. or less	\$243.00		
1651	Bakery, Food Processing 2,000+ sq. ft.	\$324.00		
1653	Mobile Food Facility - Limited/no prep	\$162.00		
1655	Mobile Food Facility - Full Service	\$162.00		
1679	Commissary w/ Food Preparation	\$405.00		
1680	Commissary without Food Preparation	\$324.00		
1681	Bed and Breakfast	\$243.00		
1682	Farmstay	\$243.00		
1683	Caterer	\$162.00		
1692	Plan Check - Construction Inspections (Hourly)	\$81.00		
1693	Food Facility - Minor Remodel (limited equipment replacement and/or finish upgrades)	\$162.00		
1694	Food Facility - Major Remodel (substantial change to equipment, operations, and/or kitchen footprint)	\$324.00		
1698	Temporary Food Facility Fee (10 days prior to event)	\$81.00		
	Temporary Food Facility Fee (Less than 10 days from event)	\$101.00		
	Annual Temporary Food Facility Fee (July - June) - Not Prorated (vendor application required for each event)	\$324.00		
1695	Plan Check - Bed & Breakfast	\$486.00		
1695	Plan Check - Mobile Food Facility	\$486.00		
1695	Plan Check - Bakery/Food Processing < 500 sq. ft.	\$486.00		
1696	Plan Check - Bakery/Food Processing > 500 sq. ft.	\$648.00		
1695	Plan Check - Restaurant < 1,500 sq. ft.	\$486.00		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$929.75	\$1,004.20	56%	\$405.00	\$437.00	35%
\$275.48	\$297.50	27%	\$202.00	\$218.00	35%
\$309.92	\$334.70	67%	\$101.00	\$109.00	35%
\$516.53	\$557.90	41%	\$303.00	\$327.00	35%
\$654.27	\$706.60	38%	\$405.00	\$437.00	35%
\$792.01	\$855.40	36%	\$506.00	\$546.00	35%
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$344.35	\$371.90	41%	\$202.00	\$218.00	35%
\$619.84	\$669.50	35%	\$405.00	\$437.00	35%
\$895.32	\$967.00	32%	\$607.00	\$655.00	35%
\$1,170.80	\$1,264.50	31%	\$810.00	\$874.00	35%
\$344.35	\$371.90	41%	\$202.00	\$218.00	35%
\$447.66	\$483.50	55%	\$202.00	\$218.00	35%
\$447.66	\$483.50	55%	\$202.00	\$218.00	35%
\$137.74	\$148.80	91%	\$12.00	\$12.00	20%
\$309.92	\$334.70	92%	\$25.00	\$27.00	35%
\$309.92	\$334.70	0%	\$309.00	\$333.00	NA
\$619.84	\$669.50	51%	\$303.00	\$327.00	35%
\$757.58	\$818.20	47%	\$405.00	\$437.00	35%
\$309.92	\$334.70	35%	\$202.00	\$218.00	35%
\$447.66	\$483.50	55%	\$202.00	\$218.00	35%
\$344.35	\$371.90	0%	\$344.00	\$371.00	-8%
\$172.18	\$186.00	0%	\$172.00	\$185.00	-43%
\$344.35	\$371.90	12%	\$303.00	\$327.00	35%
\$344.35	\$371.90	12%	\$303.00	\$327.00	35%
\$344.35	\$371.90	41%	\$202.00	\$218.00	35%
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$516.53	\$557.90	61%	\$202.00	\$218.00	35%
\$895.32	\$967.00	55%	\$405.00	\$437.00	35%
\$103.31	\$111.60	2%	\$101.00	\$109.00	35%
\$154.96	\$167.40	19%	\$126.00	\$136.00	35%
\$137.74	\$148.80	1%	\$137.00	\$147.00	-55%
\$895.32	\$967.00	32%	\$607.00	\$655.00	35%
\$895.32	\$967.00	32%	\$607.00	\$655.00	35%
\$895.32	\$967.00	32%	\$607.00	\$655.00	35%
\$1,205.24	\$1,301.70	33%	\$810.00	\$874.00	35%
\$895.32	\$967.00	32%	\$607.00	\$655.00	35%

Public Health - Environmental Health

Program Element	Description	Current Fee/Charge	Unit	Notes
1696	Plan Check - Restaurant > 1,500 sq. ft.	\$648.00		
1695	Plan Check - Retail Market without Food Prep < 2,000 sq. ft.	\$486.00		
1696	Plan Check - Retail Market without Food Prep > 2,000 sq.	\$648.00		
1695	Plan Check - Retail Market with Food Prep < 1,500 sq. ft.	\$486.00		
1696	Plan Check - Retail Market with Food Prep > 1,500 sq. ft.	\$648.00		
	Food Sanitation Enforcement Activity (Hourly)	New		
1699	Food Sanitation - Second or Subsequent Reinspection (Hourly)	\$81.00		
	Hazardous Materials Disclosure			
2116	Business Plan - Small (55 - 5,000 gallons)	\$81.00		
2117	Business Plan - Medium (5,001 - 25,000 gallons)	\$243.00		
2118	Business Plan - Large (> 25,000 gallons)	\$324.00		
	Business Plan - Gallons Storage add on - Annual Fee	New		
2121	CUPA - New/Major Repair Facility Plan Check (Hourly charge applies above 5 hrs.)	\$405.00		
2122	CUPA - New/Major Repair Facility Construction (Hourly charge applies above 5 hrs.)	\$405.00		
2123	CUPA - Plan Check/Construction (Hourly)	\$81.00		
2127	Business Plan - Small (500 - 5,000 lbs.)	\$81.00		
2128	Business Plan - Medium (5,001 - 25,000 lbs.)	\$243.00		
2129	Business Plan - Large (> 25,000 lbs.)	\$324.00		
	Business Plan - Lbs. Storage add on	New		
2131	Business Plan - Small (200 - 2,000 cu. ft.)	\$81.00		
2132	Business Plan - Medium (2,001 - 20,000 cu. ft.)	\$243.00		
2133	Business Plan - Large (> 20,000 cu. ft.)	\$324.00		
	Business Plan - CU. FT. Storage add on	New		
	Hazardous Materials Enforcement Activity (Hourly)	New		
2199	Hazardous Materials - Second or Subsequent Reinspection (Hourly)	\$81.00		
	Hazardous Materials Control			
2246	Hazmat Response - Business Hours (Hourly)	\$81.00		
2247	Hazmat Response - Non Business Hours (Hourly)	\$122.00		
	Underground Storage Tank			
2307	CUPA - UST Minor Upgrade/Repair	\$162.00		
	CUPA Oversight (State Surcharge, fees subject to change by the State)	\$49.00		
2346	Aboveground Petroleum Storage Act - APSA (State Surcharge, fees subject to change by the State)	\$26.00		
2378	Underground Storage Tank - UST (State Surcharge, fees subject to change by the State)	\$20.00		
2344	Aboveground Storage Tank (1,320 - 10,000 gallons)	\$81.00		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$1,205.24	\$1,301.70	33%	\$810.00	\$874.00	35%
\$895.32	\$967.00	32%	\$607.00	\$655.00	35%
\$1,205.24	\$1,301.70	33%	\$810.00	\$874.00	35%
\$895.32	\$967.00	32%	\$607.00	\$655.00	35%
\$1,205.24	\$1,301.70	33%	\$810.00	\$874.00	35%
\$137.74	\$148.80	1%	\$137.00	\$147.00	NA
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$127.87	\$138.10	21%	\$101.00	\$109.00	35%
\$166.44	\$179.80	0%	\$166.00	\$179.00	-26%
\$206.61	\$223.20	0%	\$206.00	\$222.00	-31%
\$275.48	\$297.50	0%	\$275.00	\$297.00	NA
\$688.71	\$743.80	27%	\$506.00	\$546.00	35%
\$895.32	\$967.00	43%	\$506.00	\$546.00	35%
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$145.09	\$156.70	30%	\$101.00	\$109.00	35%
\$183.65	\$198.40	0%	\$183.00	\$197.00	-19%
\$206.61	\$223.20	0%	\$206.00	\$222.00	-31%
\$91.83	\$99.20	1%	\$91.00	\$98.00	NA
\$145.09	\$156.70	30%	\$101.00	\$109.00	35%
\$183.65	\$198.40	0%	\$183.00	\$197.00	-19%
\$206.61	\$223.20	0%	\$206.00	\$222.00	-31%
\$91.83	\$99.20	1%	\$91.00	\$98.00	NA
\$137.74	\$148.80	1%	\$137.00	\$147.00	NA
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$206.61	\$223.20	26%	\$152.00	\$164.00	34%
\$378.79	\$409.10	47%	\$202.00	\$218.00	35%
NA-Regulated	NA-Regulated	NA	\$49.00	\$52.00	6%
NA-Regulated	NA-Regulated	NA	\$26.00	\$28.00	8%
NA-Regulated	NA-Regulated	NA	\$20.00	\$21.00	5%
\$413.22	\$446.30	76%	\$101.00	\$109.00	35%

Public Health - Environmental Health

Program Element	Description	Current Fee/Charge	Unit	Notes
2345	Aboveground Storage Tank (> 10,000 gallons)	\$324.00		
2371	Annual Operating Permit - Facility w/ UST	\$486.00		
2372	Facility w/ RMPP or CalARP	\$648.00		
	CalARP Audit (Hourly)	New		
2380	Waste Generators - Small (< 100kg or 30 gallons/month)	\$122.00		Annual Fee
2381	Waste Generators - Medium (101kg - 1,000kg or 31 - 300 gallons/month)	\$243.00		Annual Fee
2382	Waste Generators - Large (> 1,000kg or 300 gallons/month)	\$365.00		
2390	UST Removal (per tank)	\$405.00		
2391	Facility w/ UST - Agricultural Operations (Hourly)	\$81.00		
	UST Enforcement Activity (Hourly)	New		
2399	UST - Second or Subsequent Reinspection (Hourly)	\$81.00		
	Housing & Institution			
2444	Organized Camp/Resort	\$486.00		
	Housing Enforcement Activity (Hourly)	New		
2499	Housing - Second or Subsequent Reinspection (Hourly)	\$81.00		
	Land Use			
2699	Land Use Activity (Hourly)	\$81.00		
	Recreational Health			
3610	Pool - Additional Unit at Same Facility	\$203.00		
3611	Public Pool	\$284.00		
3612	Public Spa	\$243.00		
3614	Spa or Wading Pool- Additional Unit at Same Facility	\$203.00		
3615	Wading Pool	\$243.00		
3617	Special Use Pool	\$243.00		
3690	Pool - Plan Check for New Construction	\$567.00		
3691	Spa - Plan Check for New Construction	\$486.00		
3692	Pool/Spa - Minor Remodel	\$162.00		
3693	Pool/Spa - Major Remodel	\$324.00		
3694	Pool/Spa - Construction Inspection (Hourly)	\$81.00		
	Pool/Spa Enforcement Activity (Hourly)	New		
3699	Pool/Spa - Second or Subsequent Reinspection (Hourly)	\$81.00		
	Vector Control			
4099	Vector Control Activity (Hourly)	\$81.00		
	Liquid Waste			
4201	OWTS - Conventional System	\$567.00		
4202	OWTS - Commercial (with WDR)	\$1,215.00	per hour	
4203	OWTS Permit Extension (one year, one time)	\$41.00		
4204	Septic Tank Destruction (no fee, permit required)	\$0.00		
4205	OWTS Certification	\$162.00		
4206	OWTS Construction without Permit (Permit + 50%)	50% Penalty		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$826.45	\$892.60	51%	\$405.00	\$437.00	35%
\$2,376.04	\$2,566.20	74%	\$607.00	\$655.00	35%
\$2,376.04	\$2,566.20	66%	\$810.00	\$874.00	35%
\$137.74	\$148.80	1%	\$137.00	\$147.00	NA
\$309.92	\$334.70	51%	\$152.00	\$164.00	34%
\$447.66	\$483.50	32%	\$303.00	\$327.00	35%
\$585.40	\$632.30	22%	\$456.00	\$492.00	35%
\$792.01	\$855.40	36%	\$506.00	\$546.00	35%
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$137.74	\$148.80	1%	\$137.00	\$147.00	NA
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$619.84	\$669.50	2%	\$607.00	\$655.00	35%
\$137.74	\$148.80	1%	\$137.00	\$147.00	NA
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$137.74	\$148.80	1%	\$137.00	\$147.00	-28%
\$516.53	\$557.90	31%	\$355.00	\$383.00	35%
\$447.66	\$483.50	32%	\$303.00	\$327.00	35%
\$137.74	\$148.80	1%	\$137.00	\$147.00	-28%
\$447.66	\$483.50	32%	\$303.00	\$327.00	35%
\$447.66	\$483.50	32%	\$303.00	\$327.00	35%
\$1,274.11	\$1,376.10	44%	\$708.00	\$764.00	35%
\$1,136.37	\$1,227.30	47%	\$607.00	\$655.00	35%
\$447.66	\$483.50	55%	\$202.00	\$218.00	35%
\$826.45	\$892.60	51%	\$405.00	\$437.00	35%
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$137.74	\$148.80	1%	\$137.00	\$147.00	NA
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$671.49	\$725.20	0%	\$671.00	\$724.00	28%
NA	NA	NA	\$1,215.00	\$1,312.00	8%
\$68.87	\$74.40	26%	\$51.00	\$55.00	34%
\$0.00	\$0.00	0%	\$0.00	\$0.00	0%
\$378.79	\$409.10	0%	\$202.00	\$218.00	35%
NA - Penalty	NA - Penalty	NA	50% Penalty	50% Penalty	0%

Public Health - Environmental Health

Program Element	Description	Current Fee/Charge	Unit	Notes
4213	OWTS - Alternative System	\$1,296.00		
4217	OWTS - Engineer Approval Required	\$729.00		
4219	OWTS - Major Repair	\$567.00		
4220	OWTS - Minor Repair	\$284.00		
4221	OWTS - Alternative System Permit to Operate	\$81.00		
4233	Grey Water System	\$405.00		
4244	Septic & Chemical Toilet Cleaning Service - Per Vehicle	\$122.00		
	Liquid Waste Enforcement Activity (Hourly)	New		
4299	Liquid Waste - Second or Subsequent Reinspection (Hourly)	\$81.00		
	Solid Waste			
4423	Collection Vehicle	\$122.00		
4445	Transfer Station - Annual (monthly inspections)	\$1,458.00		
4446	Transfer Station - Annual (quarterly inspections)	\$486.00		
4447	Landfill - Annual (Monthly Inspections)	\$1,944.00		
4448	Closed Permitted Landfill	\$972.00		
4449	Permit Review (5 Year)	\$1,296.00		
4450	Permit Revision	\$1,296.00		
4451	Closure/Post Closure Review (Hourly)	\$567.00		
4478	Abandoned Landfill/Illegal Dump	New		
	Solid Waste Enforcement Activity (Hourly)	New		
4499	Solid Waste - Second or Subsequent Reinspection (Hourly)	\$81.00		
	Water			
4601	Well & Septic System Certification	\$243.00		
4621	Community Water System	\$324 - \$729		
4633	Transient, Non-Community Water System	\$486.00		
4635	Non-Transient, Non-Community Water System	\$486.00		
4636	Public Water System - Installation Permit Application	\$729.00		
4638	Public Water System - Change of Ownership	\$243.00		
4639	Public Water System - Permit Amendment	\$243.00		
4640	Nitrate Testing	\$35.00		
4644	State Small Water System	\$162.00		
4656	CRFC Water System	\$81.00		
4660	Water Carrier (Domestic)	\$81.00		
4661	Monitoring Well Construction - Additional (Same Site and Time)	\$41.00		
4662	Monitoring Well Construction - 1st Well	\$162.00		
4663	Monitoring Well Destruction - 1st Well	\$81.00		
4664	Well Permit Extension (one year, one time)	\$41.00		
4665	Water Well Destruction (same location as new well)	\$81.00		
4666	Water Well Construction	\$648.00		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$998.62	\$1,078.60	0%	\$998.00	\$1,077.00	-17%
\$740.36	\$799.60	0%	\$740.00	\$799.00	10%
\$671.49	\$725.20	0%	\$671.00	\$724.00	28%
\$413.22	\$446.30	14%	\$355.00	\$383.00	35%
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$688.71	\$743.80	27%	\$506.00	\$546.00	35%
\$206.61	\$223.20	26%	\$152.00	\$164.00	34%
\$137.74	\$148.80	1%	\$137.00	\$147.00	NA
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$206.61	\$223.20	26%	\$152.00	\$164.00	34%
\$4,269.98	\$4,611.80	57%	\$1,822.00	\$1,967.00	35%
\$1,136.37	\$1,227.30	47%	\$607.00	\$655.00	35%
\$6,198.35	\$6,694.60	61%	\$2,430.00	\$2,624.00	35%
\$1,515.15	\$1,636.40	20%	\$1,215.00	\$1,312.00	35%
\$1,101.93	\$1,190.10	0%	\$1,101.00	\$1,189.00	-8%
\$1,101.93	\$1,190.10	0%	\$1,101.00	\$1,189.00	-8%
\$137.74	\$148.80	1%	\$137.00	\$147.00	-74%
\$241.05	\$260.30	0%	\$241.00	\$260.00	NA
\$137.74	\$148.80	1%	\$137.00	\$147.00	NA
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$546.53	\$590.30	45%	\$303.00	\$327.00	35%
\$832.19	\$898.80	51%	\$405 - \$911	\$406 - \$912	25%
\$375.34	\$405.40	0%	\$375.00	\$405.00	-17%
\$499.31	\$539.30	0%	\$499.00	\$538.00	11%
\$2,513.78	\$2,715.00	64%	\$911.00	\$983.00	35%
\$1,067.49	\$1,153.00	72%	\$303.00	\$327.00	35%
\$688.71	\$743.80	56%	\$303.00	\$327.00	35%
\$202.18	\$218.40	79%	\$43.00	\$46.00	31%
\$127.41	\$137.60	0%	\$127.00	\$137.00	-15%
\$96.42	\$104.10	0%	\$96.00	\$103.00	27%
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$68.87	\$74.40	26%	\$51.00	\$55.00	34%
\$482.09	\$520.70	58%	\$202.00	\$218.00	35%
\$206.61	\$223.20	51%	\$101.00	\$109.00	35%
\$68.87	\$74.40	26%	\$51.00	\$55.00	34%
\$0.00	\$0.00	0%	\$0.00	\$0.00	-100%
\$959.75	\$1,036.60	16%	\$810.00	\$874.00	35%

Public Health - Environmental Health

Program Element	Description	Current Fee/Charge	Unit	Notes
4667	Water Well Destruction (stand alone)	\$162.00		
4668	Well Construction without Permit (Permit Fee + 50%)	50% Penalty		
4669	Well Repair/Alteration	\$162.00		
4671	Monitoring Well Destruction - Additional (Same Site and Time)	\$41.00		
4672	Water Well Certification	\$162.00		
4681	Boring Probe Survey	\$324.00		
4683	Spring Construction	\$648.00		
	Water Enforcement Activity (Hourly)	New		
4699	Water - Second or Subsequent Reinspection (Hourly)	\$81.00		
	Misc Environmental Health			
4893	Tattoo/Piercing - Practitioner Registration (one time)	\$41.00		
4894	Tattoo/Piercing - Facility Inspection (Annual)	\$162.00		
	Tattoo/Piercing Enforcement Activity (Hourly)	New		
4899	Tattoo/Piercing - Second or Subsequent Reinspection	\$81.00		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$0.00	\$0.00	0%	\$0.00	\$0.00	-100%
NA - Penalty	NA - Penalty	NA	50% Penalty	50% Penalty	0%
\$580.96	\$627.50	65%	\$202.00	\$218.00	35%
\$68.87	\$74.40	26%	\$51.00	\$55.00	34%
\$477.66	\$515.90	58%	\$202.00	\$218.00	35%
\$619.84	\$669.50	35%	\$405.00	\$437.00	35%
\$959.75	\$1,036.60	16%	\$810.00	\$874.00	35%
\$137.74	\$148.80	1%	\$137.00	\$147.00	NA
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%
\$137.74	\$148.80	63%	\$51.00	\$55.00	34%
\$309.92	\$334.70	35%	\$202.00	\$218.00	35%
\$137.74	\$148.80	1%	\$137.00	\$147.00	NA
\$137.74	\$148.80	27%	\$101.00	\$109.00	35%

Public Works

#	Description	Current Fee/Charge	Unit	Notes
1	Encroachment Permit: Mailboxes	\$10.00		
2	Encroachment Permit	\$528.00	Deposit	
3	Encroachment Permit: Security Deposit	\$500.00	Deposit	This is security deposit is held to repair any damages that may happen to the road.
4	Final Tract Maps or Parcel Map	\$495.00	Deposit	
5	Grading Permit	\$660.00	Deposit	Reasonableness project cost will be determined by Staff
6	Survey Submittal	\$660.00	Deposit	Hourly rate is based on County Surveyor rate
7	Map Recorder's fee - first sheet	\$9.00		
8	Map Recorder's fee - each additional sheet	\$3.00		
9	Map Recorder's fee - SB2	\$75.00	per parcel	max \$225
10	Road Vacation	\$618.00	Deposit	
11	Waste Hauler Permit	\$29.00		
12	Review of Floodplain/Floodway Development	New	deposit	applicability determined based on staff determination

- * Deposits are charged against using the fully burdened hourly rates of staff, contract rates, and supplies and materials cost when applicable
- * For work that does not conform to Federal, State, or County ordinance or code, fully burdened hourly rates of staff will be applied

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$192.00	\$207.40	94%	\$12.00	\$12.00	20%
Variable	Variable	NA	\$528.00	\$528.00	0%
Variable	Variable	NA	\$500.00	\$500.00	0%
Variable	Variable	NA	\$800.00	\$800.00	62%
Variable	Variable	NA	1.5% of Project Cost \$800 Minimum	1.5% of Project Cost \$800 Minimum	Variable
Variable	Variable	NA	\$800.00	\$800.00	21%
NA	NA	NA	\$9.00	\$9.00	0%
NA	NA	NA	\$3.00	\$3.00	0%
NA - Regulated	NA - Regulated	NA	\$75.00	\$75.00	0%
Variable	Variable	NA	\$1,500.00	\$1,500.00	143%
NA	NA	NA	\$29.00	\$29.00	0%
Variable	Variable	NA	\$800.00	\$864.00	NA

Sheriff

#	Description	Current Fee/Charge	Unit	Notes
1	Explosives Permit - < 100 lbs.	\$10.00		
2	Explosives Permit - > 100 lbs.	\$5.00		
3	Livescan Fees	\$35.00		
4	Conway Repeater Rent	\$1,400.00		
5	Civil Fees	\$0.00		
6	Initial CCW 90-Day Employment Permit	\$86.00		
7	Initial CCW Judge/Judicial 3-Year Permit	\$130.00		
8	Initial CCW Std 2-Year Permit	\$108.00		
9	Renewal CCW 90-Day Employment Permit	\$40.00		
10	Renewal CCW Judge/Judicial 3-Year Permit	\$84.00		
11	Renewal CCW Std 2-Year Permit	\$62.00		
12	Modification if Permit or Duplicate	\$10.00		
13	SERVICES			
14	Summons and Complaint, Summons and Petition	\$40.00		
15	Summons and Complaint, Prejudgment Claim of	\$40.00		
16	Claims, OX, OSC, Affidavit of Identity, Misc. Papers	\$40.00		
17	Bench Warrant – Issued pursuant to CCP 491.160(a)(1)(A) or 708.170(a)(1)(A) (GC 26744) .	\$50.00		
18	Issued pursuant to CCP 1993 or 491.160(a)(1)(B) or 708.170(a)(1)(B) (GC 26744.5)	\$140.00		
19	Bench Warrant – Contempt initiated only by a judicial officer (CCP 1209)	\$0.00		
20	Subpoena – Civil	\$40.00		Optional – enclose a check made payable to the witness in the amount of \$35.00 plus \$0.20 per mile both ways
21	Service on the Secretary of State (\$40 for document and \$40 order)	\$80.00		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
\$93.33	\$100.80	46%	\$50.00	\$54.00	440%
\$46.66	\$50.40	14%	\$40.00	\$43.00	760%
NA	NA	NA	\$35.00	\$35.00	0%
NA	NA	NA	\$1,400.00	\$1,400.00	0%
NA	NA	NA	\$0.00	\$0.00	0%
NA - Regulated	NA - Regulated	NA	\$92.00	\$92.00	7%
NA - Regulated	NA - Regulated	NA	\$152.00	\$152.00	17%
NA - Regulated	NA - Regulated	NA	\$193.00	\$193.00	79%
NA - Regulated	NA - Regulated	NA	\$50.00	\$50.00	25%
NA - Regulated	NA - Regulated	NA	\$92.00	\$92.00	10%
NA - Regulated	NA - Regulated	NA	\$77.00	\$77.00	24%
NA - Regulated	NA - Regulated	NA	\$15.00	\$15.00	50%
NA - Regulated	NA - Regulated	NA	\$40.00	\$40.00	0%
NA - Regulated	NA - Regulated	NA	\$40.00	\$40.00	0%
NA - Regulated	NA - Regulated	NA	\$40.00	\$40.00	0%
NA - Regulated	NA - Regulated	NA	\$50.00	\$50.00	0%
NA - Regulated	NA - Regulated	NA	\$140.00	\$140.00	0%
NA - Regulated	NA - Regulated	NA	\$0.00	\$0.00	0%
NA - Regulated	NA - Regulated	NA	\$40.00	\$40.00	0%
NA - Regulated	NA - Regulated	NA	\$80.00	\$80.00	0%

Sheriff

#	Description	Current Fee/Charge	Unit	Notes
22	Fee is per copy served, number of copies necessary for service is stated in the order or pursuant to Corp. Code. A check for \$55.00 payable to the Secretary of State is required for their service. (Corp. Code 2110, 2111) This includes the fee for their Proof of Service (Govt. Code 12197 & 12182(a)).	\$55.00		
23	Out of State Notary Fee	\$15.00		
24	LEVIES			
25	Bank Levy, Book Levy and Monies Due	\$40.00		
26	Safe Deposit Box	\$135.00		(This does not include the charge to drill the lock if necessary)
27	Keeper – Fee includes - Levying Officer fee, Keeper fee and two hours of overtime pay for Sheriff Deputy. The overtime will be refunded if not needed.			
28	8 hours (\$100 + \$140 + \$350)	\$590.00		
29	12 hours (\$100 + \$300 + \$350)	\$750.00		
30	24 hours (\$100 + \$300 + \$300 + \$350)	\$1,050.00		
31	48 hours (\$100 + \$40 + [\$300 X 4] + \$700)	\$2,040.00		
32	Levy and Sale of Real Property	\$1,000.00		
33	Levy and Sale of Vehicle	\$1,000.00		
34	Levy and Sale of a Place of Business (\$100 x 2 + \$40 x 2 + \$15 x 3)	\$325.00		plus costs
35	Levy on Personal Property (Claim and Delivery)	\$100.00		plus storage
36	Till Tap	\$100.00		
37	Earnings Withholding Order	\$35.00		
38	EVICCTIONS			
39	Eviction (\$85.00 posting + \$60.00 Notice of	\$145.00		
40	Eviction Re-Post	\$40.00		
41	CANCELLATIONS			
42	Services – All – Cancellation prior to completion of attempt	\$40.00		
43	Services – All EXCEPT SUMMONS – Not Found at address provided	\$35.00		
44	Summons – Not Found at address provided	\$40.00		
45	Levies – Bank, Book, Keeper, Till Tap, Monies Due, etc.	\$40.00		
46	Levies – Earnings Withholding Order	\$35.00		
47	Eviction – Prior to scheduled lockout	\$40.00		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
NA - Regulated	NA - Regulated	NA	\$55.00	\$55.00	0%
NA - Regulated	NA - Regulated	NA	\$15.00	\$15.00	0%
NA	NA	NA	\$40.00	\$40.00	0%
NA	NA	NA	\$135.00	\$135.00	0%
NA	NA	NA	\$590.00	\$590.00	0%
NA	NA	NA	\$750.00	\$750.00	0%
NA	NA	NA	\$1,050.00	\$1,050.00	0%
NA	NA	NA	\$2,040.00	\$2,040.00	0%
NA	NA	NA	\$1,000.00	\$1,000.00	0%
NA	NA	NA	\$1,000.00	\$1,000.00	0%
NA	NA	NA	\$325.00	\$325.00	0%
NA	NA	NA	\$100.00	\$100.00	0%
NA	NA	NA	\$100.00	\$100.00	0%
NA	NA	NA	\$35.00	\$35.00	0%
NA	NA	NA	\$145.00	\$145.00	0%
NA	NA	NA	\$40.00	\$40.00	0%
NA - Penalty	NA - Penalty	NA	\$40.00	\$40.00	0%
NA - Penalty	NA - Penalty	NA	\$35.00	\$35.00	0%
NA - Penalty	NA - Penalty	NA	\$40.00	\$40.00	0%
NA - Penalty	NA - Penalty	NA	\$40.00	\$40.00	0%
NA - Penalty	NA - Penalty	NA	\$35.00	\$35.00	0%
NA - Penalty	NA - Penalty	NA	\$40.00	\$40.00	0%

Sheriff

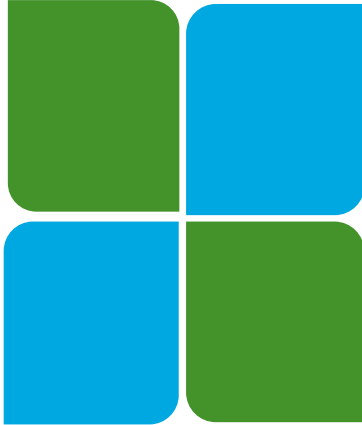
#	Description	Current Fee/Charge	Unit	Notes
48	Keeper Show Up Fee	\$60.00		

Full Cost	CPI Full Cost	Subsidy %	Suggested Fee	CPI Increase Suggested Fee	Fee Change
NA - Penalty	NA - Penalty	NA	\$60.00	\$60.00	0%

NOTICE

Section 26746 of the Govt. Code provides for a \$12.00 assessment to be collected from the judgment debtor on each disbursement of money, paid to a judgment creditor, collected under a Writ of Attachment, Execution, Possession, or Sale; excluding all child support obligation actions by the Department of Child Support Services

The Sheriff is entitled to his fee for service whether or not the service is successful, Govt. Code 26736 & 26738



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County of Mono

Comprehensive User Fee Study



What are User Fees?

- § Provide private benefit with limited or no community benefit
- § State law requires that individual use of the service must be voluntary, and fees must reasonably relate to the services provided
- § Fee levels & cost recovery determined through County Board fee adoption
- § Does not include development impact fees, utility rates, taxes, etc.

User Fee Limitations and Guidance

- § Prop 4 – A fee can be no greater than its cost
- § Prop 218 – Property related fees are not user fees (utility rates)
- § Prop 26 – User fees must fit under one of the 7 exemptions, typically:
 - § The fee is a reasonable cost for specific benefit or service
 - § The fee is a reasonable regulatory cost for code compliance
 - § Entry or use of government property (Recreation programs and rentals)
 - § Fines & penalties
- § GC 66014 – Fees must reasonably relate to the cost of service
- § GC 66016 – Details requirements for adopting new or increased user fees

Why Update User Fees

- § Subsidies in services impact the General Fund
 - § Private & specific benefit services are subsidized by unobligated funding sources
 - § Reduces ability to fund general & community benefits
- § Decreased department and enterprise funding may results in understaffing and reduced service quality
- § Cost recovery knowledge and planning
 - § Provides clarity of pressures on County resources
 - § Enables County to strategize and set fees to benefit of the County and community
 - § State requirements for reasonable cost-based fees

User Fee Objectives & Steps

- § Determine full cost of providing services or programs
 - § Review fee schedules based on service delivery
 - § Identify potential new fees (not currently collected)
 - § Using fully-burdened rates, calculate full cost recovery
- § Update fees for services based on cost analysis
 - § Incorporate or establish cost recovery goals
 - § Subsidies allow access to services and facilitate compliance
 - § Identify appropriate fee levels that:
 - § Enhance reasonability and applicability
 - § Maintain consistency with local policies and objectives
 - § Maintain legal compliance with state law

Scope of the Study

§ Departments and fee groups included in the fee schedule (not all were analyzed):

§ Administration

§ Agriculture

§ Airport

§ Animal Services

§ Assessor

§ Behavior Health

§ Community

Development

§ Solid Waste

§ County Clerk

§ EMS

§ Finance

§ Public Health

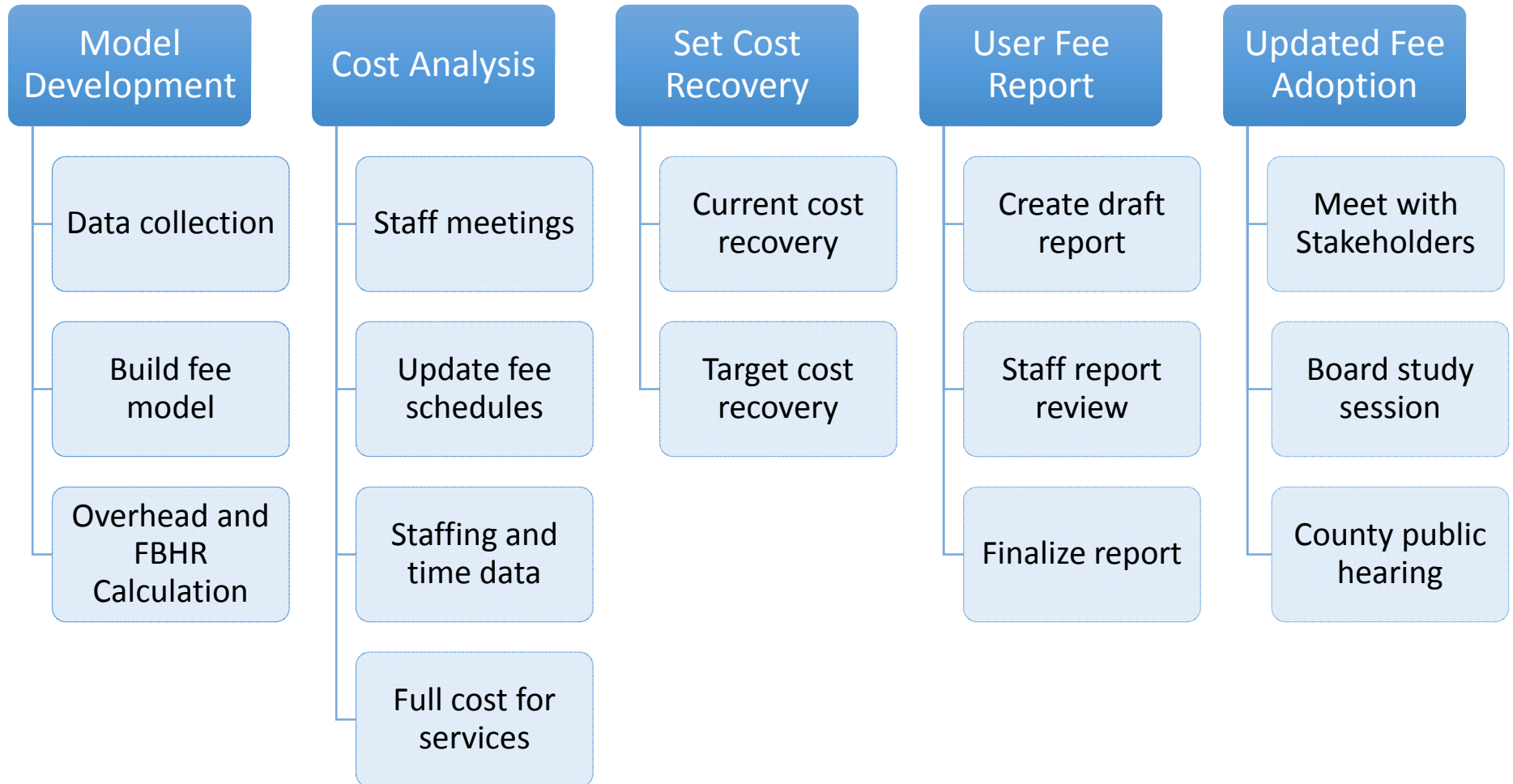
§ Public Works

§ Sheriff

Data & County Staff Participation

- § Primary types of data used:
 - § Expenditure data
 - § Staffing structures
 - § Central service/Indirect overhead
 - § Productive/billable hours
 - § Time estimates to complete tasks
 - § County/Department input, feedback and policies
- § Staff support throughout process essential to ensure analysis fidelity

Summary Steps of the Study



Fee Structures

Flat Fees

- Reasonable time estimates for providing service

Actual Cost / Deposit Based Fees

- Services are billed using Fully Burdened Hourly Rates

Fees determined by project size

- Programmatic analysis determines the cost relationship between project size and cost of service

Recreation Activities / Programs / Rental / Use Fees

- Fees can be set based on policy, usage characteristics, comparison, and are considered market based

Fines / Penalties

- Not a cost-based user fee, set to deter activity, without being overburdensome

Cost of Service Calculation

§ Costs included in fully burdened hourly rates

§ Salary & Benefits

§ Services & supply costs

§ Indirect support costs

§ System and maintenance costs

§ Hourly rates structured to account for direct work hours



Admin, Agriculture, Airport

§ Due to fees included, no substantive cost analysis needed for specific fees

- No changes are being recommended for fee groups
- Cost recovery calculations determined cost recovery of Airport operations to be at 15%
 - Recommend that these fees be evaluated utilizing a market-based analysis to improve cost recovery

Animal Services

- § Time based analysis, most fees below cost
- § Suggested fee notes:
 - There would be an increase to 16 fees
 - Restricted to 25% maximum
 - 2 fees would decrease
 - The 6 boarding fees would remain as currently set
 - 3 new fees would be added
- § An 8% CPI adjustment has been applied to the suggested fees to bring costs current from analysis completion

Assessor

§ Time based analysis, all fees below cost

§ Suggested fee notes:

- There would be an increase to 4 fees
 - Restricted to 25% increase maximum
- 1 fee for late filing would remain at \$0

§ An 8% CPI adjustment has been applied to the suggested fees

Behavioral Health

§ Program cost analysis/CDHCS set rates

§ Suggested fee notes:

- Current fees are from FY 14/15 CDHCS rates
- Updated to FY 20/21 with 50% COVID consideration
- Includes 2.3% HAMBI inflation adjustment
- Result is suggested 11% increase to outpatient rates
 - All other fees would remain at current levels

Community Development

§ Time Based / Program Cost for Building Permits

§ Suggested fee notes:

- There would be an increase to 11 fees, restricted to 25% increase maximum
- 27 fees would change structure (hourly/deposit/flat)
- 16 fees would remain as currently set
- 6 new fees would be added
- Building Permits are currently at 30% cost recovery, suggested fees would increase cost recovery to 60%

§ An 8% CPI adjustment has been applied to the suggested fees

Solid Waste

§ Program cost analysis

- Current cost recovery is 74%

§ Suggested fee notes:

- Recommendation for a 25% increase in fees
 - Cost recovery would increase to 90%

§ An 8% CPI adjustment has been applied to the suggested fees

County Clerk – Recorder

- § Time based analysis, most below cost
- § Suggested fee notes:
 - There would be an increase to 41 fees
 - Restricted to 25% increase maximum
 - 3 fees would decrease
 - 9 fees would remain as currently set
 - 2 new fees would be added
- § An 8% CPI adjustment has been applied to the suggested fees

Emergency Medical Services

§ Program cost analysis

- Current cost recovery is 54%

§ Suggested fee notes:

- Recommendation for a 25% increase in fees
 - Cost recovery would increase to 67%

§ An 8% CPI adjustment has been applied to the suggested fees

Finance

- § Time based analysis, most below cost/regulated
- § Suggested fee notes:
 - There would be an increase to 11 fees
 - Restricted to 25% increase maximum
 - 13 fees would remain as currently set
- § An 8% CPI adjustment has been applied to the suggested fees

Public Health – Environmental Health

§ Time based analysis

§ Suggested fee notes:

- There would be an increase to 116 fees
 - Restricted to 25% increase maximum
- 19 fees would decrease
- 3 fees would remain as currently set
- 15 new fees would be added

§ An 8% CPI adjustment has been applied to
the suggested fees

Public Works

§ Time based analysis / Deposits

§ Suggested fee notes:

- There would be an increase to 5 fees
 - Restricted to 25% increase maximum
- 6 fees would remain as currently set
- 1 new fees would be added

§ An 8% CPI adjustment has been applied to only the Review of Floodplain Development fee

Sheriff

§ Time based analysis / Penalties

§ Suggested fee notes:

- There would be an increase to 9 fees
 - Restricted to 25% increase maximum
- 34 fees/penalties would remain as currently set

§ An 8% CPI adjustment has been applied to the suggested fees

Policy Considerations

- § General standard: individuals or groups who receive private benefit from service should pay 100% of cost
- § In certain situations, subsidization is an effective public policy tool:
 - Encourage participation
 - Ensure compliance when cost is prohibitive to residents
 - Promote access to services
- § Recommend that County utilize inflation factor to annually adjust fees based on CPI, MOU, or another factor
- § Comprehensive cost of service study every 4-5 years
- § Annual CPI increase from 2021 to 2022 of 8% was applied to both full cost and suggested fees for all services as cost calculations and analysis were completed a year prior

Questions & Answers





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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: Mono County Child Care Council

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kevin Lian, Mono County Child Care
Council Program Coordinator

SUBJECT 2022 Mono County Child Care Needs
Assessment

AGENDA DESCRIPTION:

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

Request for approval of the 2022 Mono County Child Care Needs Assessment, conducted to assess current and future child care needs in Mono County in preparation for updating the strategic plan for the Mono County Child Care Council.

RECOMMENDED ACTION:

Approve 2022 Mono County Child Care Needs Assessment to submit to the California Department of Education.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
MCCCC Child Care Needs Assessment

History

Time	Who	Approval
3/13/2023 12:25 PM	County Counsel	Yes
3/8/2023 9:53 AM	Finance	Yes
3/13/2023 12:53 PM	County Administrative Office	Yes



Brion Economics INC.

Final Report

The Mono County
Child Care Council

Needs Assessment – 2022

Prepared for

The Mono County Child Care Council

Mono County Child Care Council



Prepared by

Brion Economics, Inc.

Updated February 2023

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Acknowledgments

The Mono County Child Care Council would like to thank all of the people and agencies that served on the Council or otherwise made the Needs Assessment process possible. Many agencies contributed information or data that was used to develop this report. Without them, this needs assessment would not exist.

Members of the Mono County Local Child Care Planning Council are listed below. Members of the Needs Assessment Ad Hoc Committee are identified with an asterisk (*).

Consumers of Child Care

Pam Heays, Town of Mammoth Lakes *

Andrea Walker, Chamber of Commerce/Stellar Brew

Child Care Providers

Danielle Dublino, IMACA Lee Vining Preschool Lead Teacher *

Brooke Bien, Mammoth Unified School District

Public Agency Representatives

Jacinda Croissant, Mono County Public Health

Molly DesBaillets, First 5 Mono County

Community Representatives

Annaliesa Calhoun, First 5 Mono County

Sofia Flores, Mono County Behavioral Health

Discretionary Appointees

Kelly Conboy, Inyo Mono Advocates for Community Action, Community Connections for Children (IMACA CCC).

Brittany Nelson, Inyo Mono Advocates for Community Action, Community Connections for Children (IMACA CCC)

Local Child Care Planning Council Staff

Courtney Walsh, Mono County Office of Education

Kevin Lian, Mono County Office of Education

This project was made possible by funding from the California Department of Social Services, Child Care and Development Division, and through a contract with the Mono County Office of Education.

1. Introduction and Findings

Brion Economics, Inc. (BEI) was retained to complete the 2022 Child Care Needs Assessment for Mono County on behalf of the Mono County Child Care Council. In preparing the Mono County Child Care Needs Assessment - 2022, BEI followed the *LPC Child Care Needs Assessment: Instruction Guide for Completing the Aggregate County Report*, and used suggested data sources, except where more current data or additional local data were available. In the following pages, the section numbers next to the table numbers correlate to the section numbers in the LPC Child Care Needs Assessment report form generated by the California Child Care Coordinators Association (CCCCA). The narrative documents how the numbers in the Needs Assessment report were derived.

Mono County is a rural county in the central-eastern part of California, east of the Sierra Nevada Mountains and Yosemite National Park, and is bordered on the north and east by Nevada. The total population of Mono County is estimated at just under 14,000 for 2022 and there is little population growth anticipated in the next five years. Children 12 years old and under comprise just under 13% of the total County population.

Chapter 1 includes a Summary of Findings and a Summary of the Supply and Demand Analysis by location for 2022 and 2027. **Chapter 2** provides more detail and information on the methodology for the supply and demand analysis and **Chapter 3** presents the data required by the State LCP form. Additional data and information is provided in the **Appendices**, which include:

- **Appendix A:** Literature Review of Demand Assumptions
- **Appendix B:** Detailed Child Care Supply Data – 2022¹
- **Appendix C:** Local Zip Code Priorities Analysis – May 2022
- **Appendix D:** Mono County Child Care Activities Matrix, First 5, Spring 2022

¹ Note data in Appendices B, C, and D were prepared by the Mono County Child Care Council, or First 5 Mono County and not by BEI, and are provided for background information.

Summary of Findings

This section provides conclusions, findings, and highlights of the analysis. More detail on the approach, assumptions, sources of data, and methodology used in the study is provided in **Chapters 2 and 3**.

- 1. Population and Children:** The total population of Mono County will see little growth overall in the next 5 years (less than one percent) while the number of children 0 to 12 is expected to decrease by almost 9% or by 151 children by 2027. Total population is currently 13,898 and is expected to increase to 14,053 by 2027, or by 1.1%.
- 2. Household Income:** The majority (62.3%) of families in Mono County earn less than 85% of SMI or \$64,924 as of 2020. Approximately 13% live below the Federal Poverty Level (FPL) which is \$26,200 for a family of four in 2020. By Age Group, 20% of Infant/Toddlers, 15% of Preschoolers, and 11% of School Age children live under the Federal Poverty Line.
- 3. Shortage of Child Care Spaces in 2022:** Countywide, only 39% of the current demand for child care is met by the current supply. There is demand for 1,250 child care spaces for children 12 years and younger and there are only 483 spaces in the County, leaving a shortage of 767 spaces and only 39% of the demand met.
- 4. Child Care Need in 2027:** There will be a shortage of 637 spaces due to demographic changes and fewer children in the County, and due to a shift of 90% of 4-year-olds to Transitional Kindergarten (TK) by 2027. There will be less demand for Preschool spaces and a surplus of 40 Preschool Spaces; however, this surplus is attributed to preschool spaces at the Mountain Warfare Training Center, which limits its enrollment to only federal government employees. There will be an increased shortage of School Age spaces of 39 spaces, compared to current conditions. It should be noted that a surplus in one age group, such as Preschool, cannot serve a shortage in other age groups as well.

There is one new child care center with a net increase of 20 spaces being built in Mammoth Lakes that should be completed by late 2023. While there are discussions of other possible new centers or providers, these are preliminary projects and are not included in this analysis. The shortage in 2027 is 130 spaces less than the shortage in 2022 due to the fact that the County is expected to have 9% fewer children in 2027 than it does in 2022.

- 5. Shortage in Mammoth Lakes:** In Mammoth Lakes as of 2022, only 35% of overall demand is currently met. There is demand for 638 spaces and 224 spaces are available. This shortage is mostly related to a shortage of School Age spaces (68% of the total shortage), or 27% of demand is being met by the current supply of School Age spaces. About 35% of Infant/Toddler care is currently met and 52% of Preschool care is met by the current supply.
- 6. Shortage in Unincorporated County:** In the remainder of the County, which includes all of the unincorporated areas, only 42% of demand is currently met, a shortfall of 353 spaces. There is a demand for a total of 613 spaces for children 0 to 12 years old, and only 260 spaces are available. It should be noted that 118 of these spaces are only available to military and federal employee families, further reducing the available supply.
- 7. Geographic Challenges and Limitations:** It should be noted that since Mono County spans a large geographic region, an excess of child care spaces in one particular community, in practice, does not mean it is feasible for families to transport children to another location if the one nearest to them has reached full capacity.
- 8. Race/Ethnicity:** In Mono County, 94% of children are White and Hispanic. Hispanic children comprise about 57% of all children as of the 2021/2022 school year. This is based on an estimate of 1,702 children in grades K through 12.
- 9. Cost of Care:** The average cost of center-based care is \$1,381 per month, based on reimbursement rates; for family child care homes (FCCHs), the average is \$1,184 per month. Infant/Toddler care is the most expensive, followed by Preschool, and then School Age care.
- 10. Total Supply of Child Care in 2022:** There are currently 19 providers with a total of 483 spaces, as of 2022, serving all age groups. It should be noted that 118 of the 483 available spaces (24%) are only available to military and federal employee families, further reducing the available supply. There are a total of 180 licensed spaces, countywide, and 303 license-exempt spaces. By location, there are a total of 260 spaces in the Unincorporated portions of the County. An addition of 20 net new spaces is expected to be added by 2027. In addition, it should be noted that the number of spaces available is, in practice, dependent upon the number of adequate staff available. In Mono County, it is common for child care facilities to incur staffing shortages.

- 11. Waitlists:** There are currently about 122 children on waitlists associated with 8 providers in the County. Not all providers keep or report waitlists.
- 12. Language Spoken:** Approximately 359 children in grades K to 12 speak a language other than English.
- 13. Special Education Services:** There are currently 143 children with either an IFSP or IEP in the County, or about 8.2% of children 0 to 12 years old. About 15% of 143 are Infant/Toddlers and have an IFSP, 14% of them are of Preschool age and have an IFSP, and 71% are School Age and have an IEP.
- 14. Child Protective Services:** There are currently six children in protective services in the County, and only one has been referred for child care services. This is less than 1% of the total number of children in the County.
- 15. Children in Working Families:** The Labor Force Participation Rate for parents of children under age six is 53%, and for children six and over the rate is 71%. In Mammoth Lakes, the LFPRs are 45% for children under six and 59% for children over six, lower than the County as a whole.
- 16. Public Assistance:** About 325 children, ages 0 to 17, are currently participating and receiving Cal-Fresh or food support, and currently, there is no data available for children 0 to 5 receiving public assistance. There are 12 children receiving CalWORKs currently in the County as of 2019, based on the latest data available. There are 105 families with 206 children, ages 0 to 18, that are on the waitlist for housing support.
- 17. Migrant Children:** There is currently no data available for migrant children in Mono County.
- 18. Parent Needs and Concerns:** The First 5 Mono Strategic Plan 2019-2024 reported that they applied for CDBG funds through the County and State Preschool funds through MCOE to address child care affordability issues. As a result of these funds and the efforts of partner agencies (the County Office of Education, Eastern Sierra Unified School District, and Mono County), three new preschools were opened in Mono County.
- 19. Child Care Facilities and Access:** The Mono County Child Care Council is working continuously on increasing access to child care facilities. Several new child care facilities are planned, and one (a relocation/expansion) is under construction that will increase supply by 20 spaces. First 5 Mono County recently secured funding to open two new

centers, one in Bridgeport and one in Benton; the center in Bridgeport is still open, but the center in Benton closed due to a lack of enrollment.

- 20. Non-Traditional Hours:** The County has a handful of FCCH providers that offer some care options for evenings and weekends. In summer, five preschools are closed. Two preschools operate year-round. One School Age program operates in the summer.
- 21. Child Care Workforce Wages:** Mono County has a workforce totaling about 40 child care workers, including owners/operators of nine Family Child Care Homes (FCCHs). Currently, wages in the child care field, like those throughout California, are extremely low relative to kindergarten teachers. Economic Development Department data in 2022 for the Eastern Sierra – Mother Lode area² shows the average wage of a preschool worker is \$19.92 per hour, and the median hourly wage is reported as \$18.34 per hour. In contrast, the average wage of a kindergarten teacher is about \$37.50 per hour. A preschool teacher on average makes substantially less than a kindergarten teacher in the area.
- 22. Early Learning and Care Quality:** About 13 child care workers have participated in the Mono Alpine Workforce Pathways Grant program, which provides financial assistance for increasing education and training in Early Learning and Care (ELC). The QCC Workforce Pathways Grant is designed to align with the QCC professional development system and to focus on local workforce needs across all care setting types. There are also 11 sites that are participating in the Mono County Childcare Quality System (CQS), including six FCCHs.
- 23. Self-Sufficiency:** The self-sufficiency income for a family of four with one infant and one preschooler is \$98,500, significantly higher than the median household income in the County, which is \$64,924 for a family of four. These data vary by household size, age of children, and compare the average cost of living to the wages needed to support families with children.
- 24. Emergency Preparedness:** According to the Mono County Child Care Council, the County does not have a formal emergency response plan. Rather, the County agencies work together closely to respond to emergencies as they arise.

² The Eastern Sierra-Mother Load Area includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties. Data for Mono County alone is not available.

Summary of Supply and Demand in Mono County

The summary of supply and demand is presented for Mono County as a whole, with separate summaries for Mammoth Lakes and the Unincorporated Area. Summary charts and graphs are presented herein. More detailed data and methodology are presented in **Chapter 2**. For this analysis, Infant/Toddler includes children 0 to 24 months old, Preschool includes children 2 to 4 years old, and School Age includes children 5 to 12 years old. It should be noted that Toddlers are normally up to 2.9 years old and for licensing may be counted in Infant/Toddler spaces. In addition, in 2027, 90% of 4-year-olds are shifted into the School Age category to account for Transitional Kindergarten, which should be fully operating in the next five years. Furthermore, it should be noted that the number of child care spaces that are listed as available is, in practice, dependent upon the adequate number of staff available to serve the children. In Mono County, it is common for child care facilities to incur staffing shortages.

The overall approach in this study is to start with total number of children, then estimate the demand for child care spaces, and then subtract the number of existing child care spaces in order to arrive at either a surplus or shortage of spaces or unmet need. Note that some of the figures in the summary charts may not add up due to rounding.

- **Total Children:** As of 2022, there are an estimated 13,898 people in Mono County, of which 1,750 are children ages 0 to 12 years old, or 12.6% of the total population. Overall, about 1,250 or 71% of these children require licensed or license-exempt care, based on labor force participation rates (LFPRs) and licensed care demand factors, as discussed in more in **Chapter 2**.

Countywide Demographics	2022	2027	Net Change	% Change
Total Population	13,898	14,053	155	1%
Children by Age Group				
Infant/Toddler	239	227	(12)	-5%
Preschool	387	343	(44)	-11%
School Age	1,124	1,029	(95)	-8%
Total Children 0 to 12 Years Old	1,750	1,599	(151)	-9%
Children 0 to 12 as % of Total Population	12.6%	11.4%	-1.21%	

- **Population Growth 2022 to 2027:** Overall, Mono County will see a slight increase in population of about 155 residents, or a 1% change, between 2022 and 2027, for a total population of 14,053 in 2027. For children 0 to 12 years old, there will be a decrease of 151 children countywide, a 9% decrease, based on projections by the California Department of Finance (DOF). This trend is consistent with other demographic trends

throughout most of California, including lower birth rates, women delaying having children, and migration in and out of the County and State.³ Children as a percent of the total population is expected to be about 1.2% less by 2027, or 11.4%.

- **Total Demand for Child Care in 2022:** The total demand for licensed child care spaces as of 2022 equals about 1,250. The breakdown is 10% Infant/Toddler, 26% Preschool, and 64% School Age. It should be noted that not all children will need licensed or license-exempt child care, with the exception of 3- and 4-year-olds. For this analysis, 100% of these children are assumed to need licensed care.

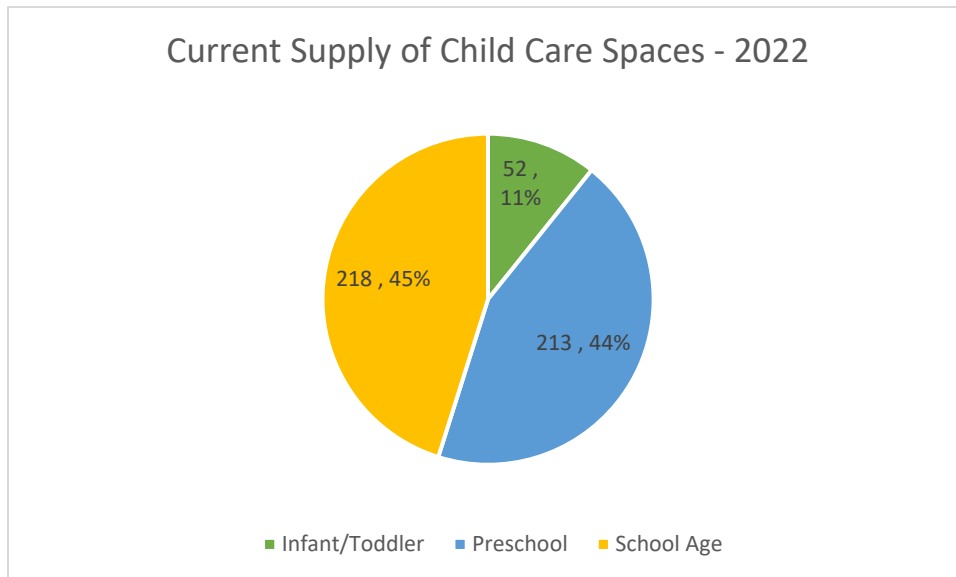
2022 Demand - Countywide		
Age Group	Total Spaces Needed	% of Demand
Infant/Toddler	127	10%
Preschool	328	26%
School Age	796	64%
Total Demand	1,250	100%

- **Child Care Supply as of 2022:** There are approximately 483 child care spaces in Mono County for children from 0 to 12 years old. Of these, about 72, or 15%, are associated with small Family Child Care Homes (FCCHs), 22% or about 108 spaces are associated with licensed child care centers, and 303 spaces are associated with license-exempt providers, 63% of all supply. By age group, 11% are serving children under 2 years old or Infant/Toddler, 44% Preschool, and 45% School Age children (see below and **Exhibit S-1**). It should be noted that 118 of the 483 child care spaces in Mono County are only available to military and federal employee families, further reducing the available supply.

2022 Supply - Countywide					
Age Group	FCCH Spaces	Center Spaces	Exempt Spaces	Total Spaces	% of Supply
Infant/Toddler	18	8	26	52	11%
Preschool	36	100	77	213	44%
School Age	18	-	200	218	45%
Total Supply	72	108	303	483	100%
% Distribution	15%	22%	63%	100%	

³ “California’s New Baby Bust,” by the Public Policy Institute of California. June 4, 2021.
<https://www.ppic.org/blog/californias-new-baby-bust/>

Exhibit S-1



- Total Demand for Child Care in 2027:** The total demand for licensed child care spaces as of 2022 equals about 1,140. There is a slight decrease in demand for child care by 2027, associated with a reduction in children countywide and the inclusion of one new child care center. Overall, there is a reduction in demand for 110 spaces countywide, a 9% decrease. Preschool demand is 44% less due to 90% of 4-year-olds being shifted to School Age care, associated with Transitional Kindergarten (TK). The shift in overall demand is a function of both the reduced child population in the County by age group, and the TK shift. The demand for Infants/Toddlers decreases by 5% and School Age demand increases by 5%. Overall, the net change is negative 9%.

2027 Demand - Countywide			Change 2022 to 2027	
Age Group	Total Spaces Needed	% of Demand	Net Change	% Change
Infant/Toddler	120	11%	(6)	-5%
Preschool	185	16%	(143)	-44%
School Age	835	73%	39	5%
Total Demand	1,140	100%	(110)	-9%

- Child Care Supply in 2027:** There is a slight increase expected in the supply of child care spaces by 2027. The net increase totals 20 spaces overall, which includes 8 new Infant/Toddler spaces and 12 new Preschool spaces associated with the relocation and expansion of one provider in Mammoth Lakes.

- **Infant Care Shortage or Unmet Need - 2022:** In Mono County, there is currently a shortage of 75 Infant (birth to two years old) spaces with 41% of demand currently met. The shortage varies significantly by location as discussed below.
- **Preschool Shortage or Unmet Need – 2022:** For Preschool children (2 to 4 years old), there is a shortage of 115 spaces, with 65% of demand being met.⁴
- **School Age Shortage or Unmet Need - 2022:** For School Age children (ages 5 to 12 years old), there is a shortage of 578 spaces in Mono County. Approximately 27% of total demand is met with existing supply of School Age spaces.⁵

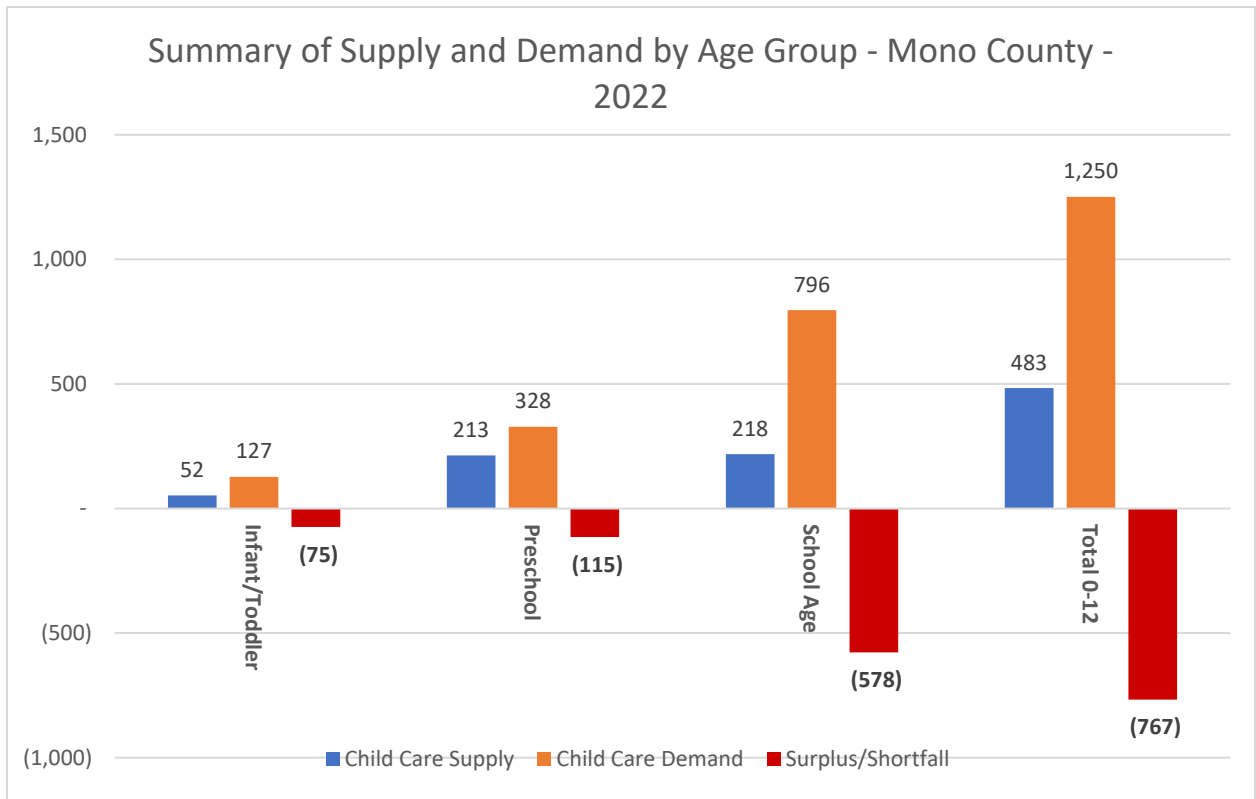
Countywide Shortage or Surplus of Spaces and % of Demand Met				
Age Group	(Shortage) or Surplus - 2022	% of Demand Met - 2022	(Shortage) or Surplus - 2027	% of Demand Met - 2027
Infant/Toddler	(75)	41%	(60)	50%
Preschool	(115)	65%	40	122%
School Age	(578)	27%	(617)	26%
Total Surplus/(Shortage)	(767)	39%	(637)	44%

- **Total Shortage or Unmet Need - 2022:** Overall, there is a shortage of about 767 spaces across all age groups in the County, or 61% of children that need a child care space do not have one and only 39% of demand for child care for all ages is being met. This is typical of many rural counties in California, but it is still a significant shortfall. It is important to note that spaces in one age group cannot serve other age groups and that spaces in one geographic community does not mean it is feasible for families in neighboring communities to utilize them, but this measure is an important overall indicator of whether the child care needs of children and parents are being met. The following graphic summarizes the supply, demand, and surplus or shortage (unmet need) of child care in Mono County as of 2022 (see **Exhibit S-2**).

⁴ Demand for, or shortage of, spaces refer to licensed or license-exempt spaces.

⁵ Ibid.

Exhibit S-2



Future Demand in 2027: By 2027, unmet demand will decrease to 637 spaces. There will be an estimated demand for 120 Infant/Toddlers, 185 Preschool, and 835 School Age spaces. Currently, there is one new child care project planned in the County with a net increase of 20 spaces, including 8 Infant/Toddler spaces. There are other projects planned and in discussion, but they are preliminary in nature and not counted here.

By 2027, there will be a 5% decrease in unmet demand overall. The shortage of Infant/Toddler spaces will be 60, Preschool will have a surplus of 40 spaces relative to demand, and School Age children will have a shortage of 617 spaces, for a total shortage of 637 spaces. The demand met by 2027 without any other new supply will be 44% or a slight increase overall. The following graphic summarizes the supply, demand, and surplus or shortage of child care in Mono County as of 2027 (see **Exhibit S-3**).

Exhibit S-3

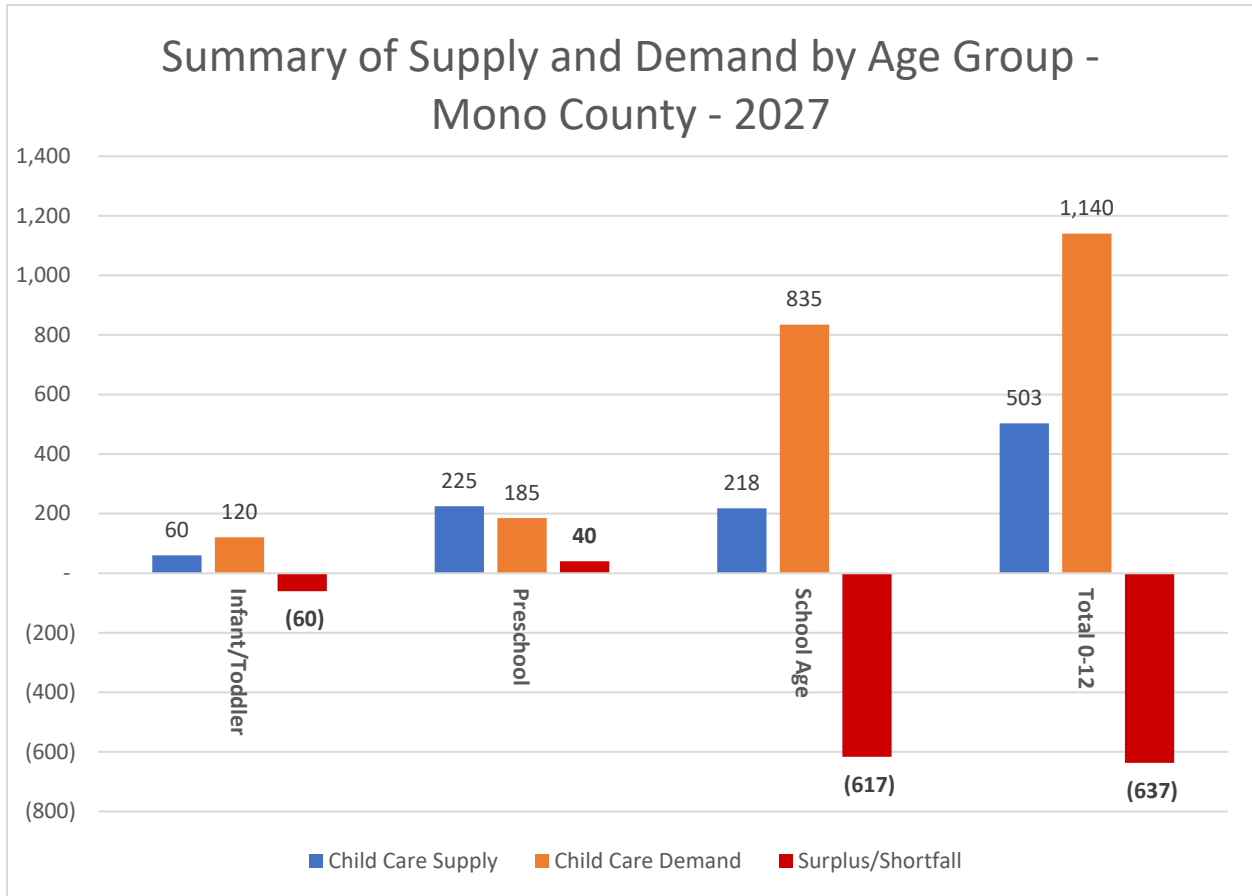


Table S-1 presents an overall summary of the supply and demand findings for 2022 and 2027, from the analysis and the net change by age group. There is an overall reduction in the shortage of child care spaces from 2022 to 2027. Please note that the red figures connote a shortage of child care spaces. Overall, the combined effect of shifts in demographics, or projections of fewer children in 2027, with the shift of 90% of 4-year-olds to School Age care in 2027 results in a slightly lower shortage of child care spaces overall in 2027, countywide. The net change in demand for Infant/Toddler care is 14 spaces less by 2027. The net demand for Preschool spaces is 155 spaces less by 2027. The net demand increases slightly for School Age care by 39 spaces by 2027. The total unmet need by 2027 is 130 spaces less than in 2022.

Table S-1
Summary of Countywide Supply and Demand of Child Care, and Unmet Need - 2022 and 2027
Mono County Child Care Council Needs Assessment 2022

Item	Infant/Toddler Under 2 Years	Preschool 2-4 Years	School Age 5-12 Years	Total 0-12 Years
DEMAND AND SUPPLY - 2022				
Total Child Care Demand	127	328	796	1,250
Percent Distribution	10%	26%	64%	100%
Total Supply of Spaces	52	213	218	483
Percent Distribution	11%	44%	45%	100%
Surplus (Shortfall)	(75)	(115)	(578)	(767)
Percent Distribution	10%	15%	75%	100%
Percent of Demand Met	41%	65%	27%	39%
DEMAND AND SUPPLY - 2027				
Total Child Care Demand	120	185	835	1,140
Percent Distribution	11%	16%	73%	100%
Total Supply of Spaces	60	225	218	503
Percent Distribution	12%	45%	43%	100%
Surplus (Shortfall)	(60)	40	(617)	(637)
Percent Distribution	9%	-6%	97%	100%
Percent of Demand Met	50%	122%	26%	44%
NET CHANGE 2022 TO 2027				
Net Change	14	155	(39)	130

Note red negative figures represent a shortage.

Source: Brion Economics, Inc.

Summary of Supply and Demand in Mammoth Lakes

The following charts and graphs use the same format as for the County as a whole and summarize the supply and demand conditions for Mammoth Lakes. The methodology and approach used for Mammoth Lakes are discussed in **Chapter 2**. Overall, the same methodology that is used for the County is used for Mammoth Lakes. Note: Totals may not add due to percentage rounding. **Exhibit S-4** summarizes the supply, demand, and unmet need as of 2022 for Mammoth Lakes, and **Exhibit S-5** summarizes the same data for Mammoth Lakes as of 2027.

Mammoth Lakes Demographics	2022	2027	Net Change	% Change
Total Population	8,182	8,273	91	1%
Children by Age Group				
Infant/Toddler	141	134	(7)	-5%
Preschool	228	202	(26)	-11%
School Age	662	606	(56)	-8%
Total Children 0 to 12 Years Old	1,030	941	(89)	-9%
Children 0 to 12 as % of Total Population	12.6%	11.4%	-1.21%	

2022 Demand - Mammoth Lakes		
Age Group	Total Spaces Needed	% of Demand
Infant/Toddler	63	10%
Preschool	187	29%
School Age	388	61%
Total Demand	638	100%

2022 Supply - Mammoth Lakes					
Age Group	FCCH Spaces	Center Spaces	Exempt Spaces	Total Spaces	% of Supply
Infant/Toddler	14	28	-	42	19%
Preschool	8	54	15	77	34%
School Age	-	15	90	105	47%
Total Supply	22	97	105	224	100%

2027 Supply - Mammoth Lakes					
Age Group	FCCH Spaces	Center Spaces	Exempt Spaces	Total Spaces	% of Supply
Infant/Toddler	14	16	-	30	12%
Preschool	28	66	15	109	45%
School Age	14	-	90	104	43%
Total Supply	56	82	105	243	100%

2027 Demand - Mammoth Lakes			Change 2022 to 2027	
Age Group	Total Spaces Needed	% of Demand	Net Change	% Change
Infant/Toddler	60	10%	(3)	-2%
Preschool	104	18%	(83)	-21%
School Age	418	72%	30	5%
Total Demand	581	100%	(57)	-9%

Mammoth Lakes Shortage or Surplus of Spaces and % of Demand Met				
Age Group	(Shortage) or Surplus - 2022	% of Demand Met - 2022	(Shortage) or Surplus - 2027	% of Demand Met - 2027
Infant/Toddler	(41)	35%	(30)	50%
Preschool	(90)	52%	5	105%
School Age	(284)	27%	(314)	25%
Total Surplus/(Shortage)	(415)	35%	(338)	42%

Exhibit S-4

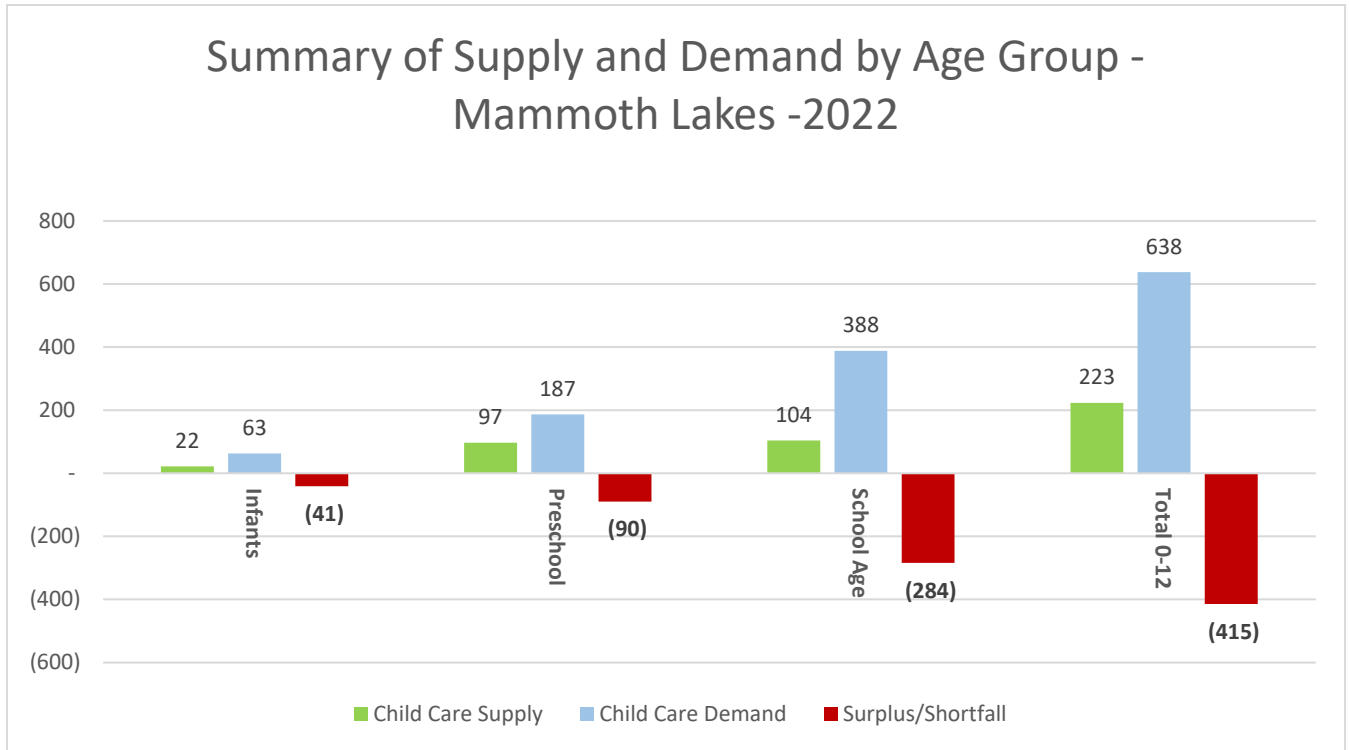
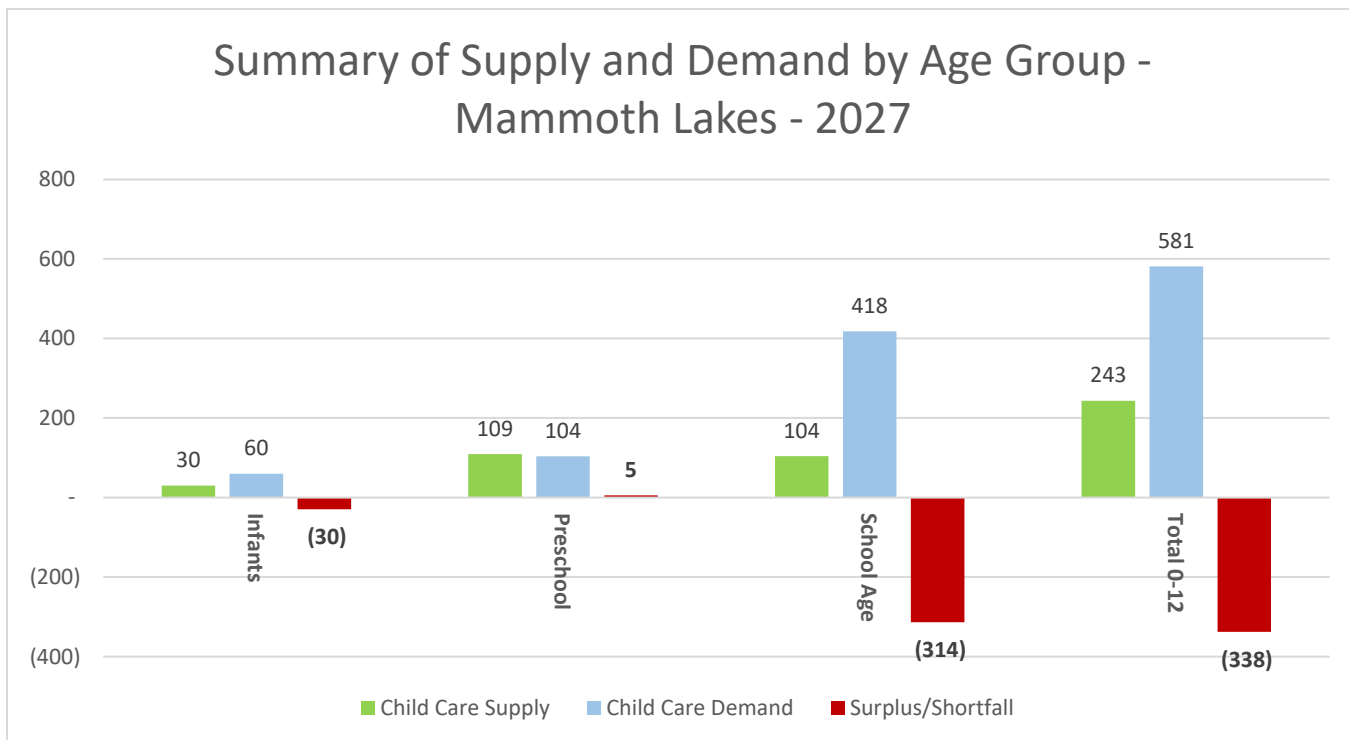


Exhibit S-5



Summary of Supply and Demand in Unincorporated County

The following charts and graphs follow the same format as for the County as a whole and summarize the supply and demand conditions for the unincorporated portion of the County. The data is the difference between the County totals minus Mammoth Lakes. The methodology and approach used for Unincorporated County are discussed in **Chapter 2.6 Exhibit S-6** summarizes the supply, demand, and unmet needs in the Unincorporated areas of the County as of 2022 and **Exhibit S-7** summarizes the same data for 2027.

Unincorporated Demographics	2022	2027	Net Change	% Change
Total Population	5,716	5,780	64	1%
Children by Age Group				
Infant/Toddler	98	93	(5)	-5%
Preschool	159	141	(18)	-11%
School Age	462	423	(39)	-8%
Total Children 0 to 12 Years Old	720	658	(62)	-9%
Children 0 to 12 as % of Total Population	12.6%	11.4%	-1.21%	

2022 Demand - Unincorporated		
Age Group	Total Spaces Needed	% of Demand
Infant/Toddler	64	10%
Preschool	141	23%
School Age	408	67%
Total Demand	613	100%

2022 Supply - Unincorporated					
Age Group	FCCH Spaces	Center Spaces	Exempt Spaces	Total Spaces	% of Supply
Infant/Toddler	4	-	26	30	12%
Preschool	8	46	62	116	45%
School Age	4	-	110	114	44%
Total Supply	16	46	198	260	100%
% Distribution	6%	18%	76%	100%	

⁶ Please note there is no new supply of child care spaces assumed for the unincorporated area. It should be noted that the 118 child care spaces associated with the MWTC child care center are only available to military and federal employee families, which reduces the number of spaces available to the public at large. This impacts infant care in particular.

2027 Demand - Unincorporated			Change 2022 to 2027	
Age Group	Total Spaces Needed	% of Demand	Net Change	% Change
Infant/Toddler	61	11%	(3)	-5%
Preschool	82	15%	(59)	-42%
School Age	417	75%	9	2%
Total Demand	559	100%	(53)	-9%

Unincorporated Shortage or Surplus of Spaces and % of Demand Met				
Age Group	(Shortage) or Surplus - 2022	% of Demand Met - 2022	(Shortage) or Surplus - 2027	% of Demand Met - 2027
Infant/Toddler	(34)	47%	(31)	50%
Preschool	(25)	82%	34	142%
School Age	(294)	28%	(303)	27%
Total Surplus/(Shortage)	(353)	42%	(299)	47%

Exhibit S-6

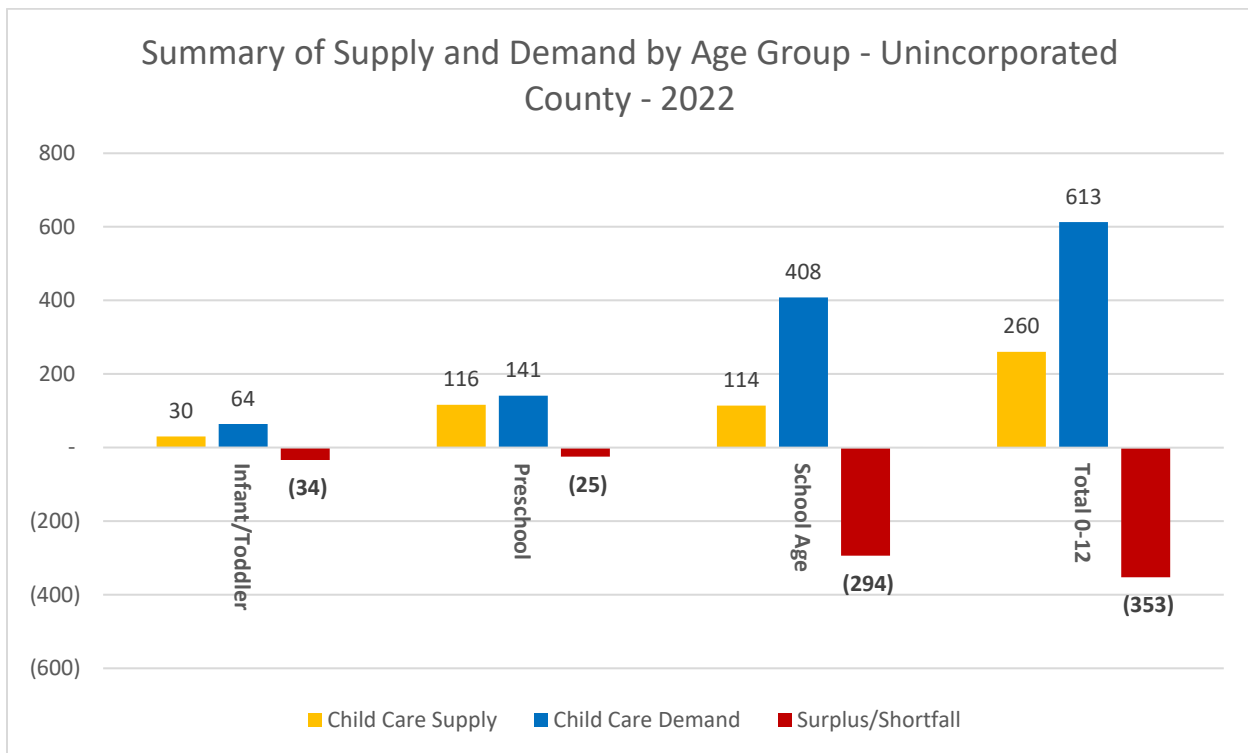
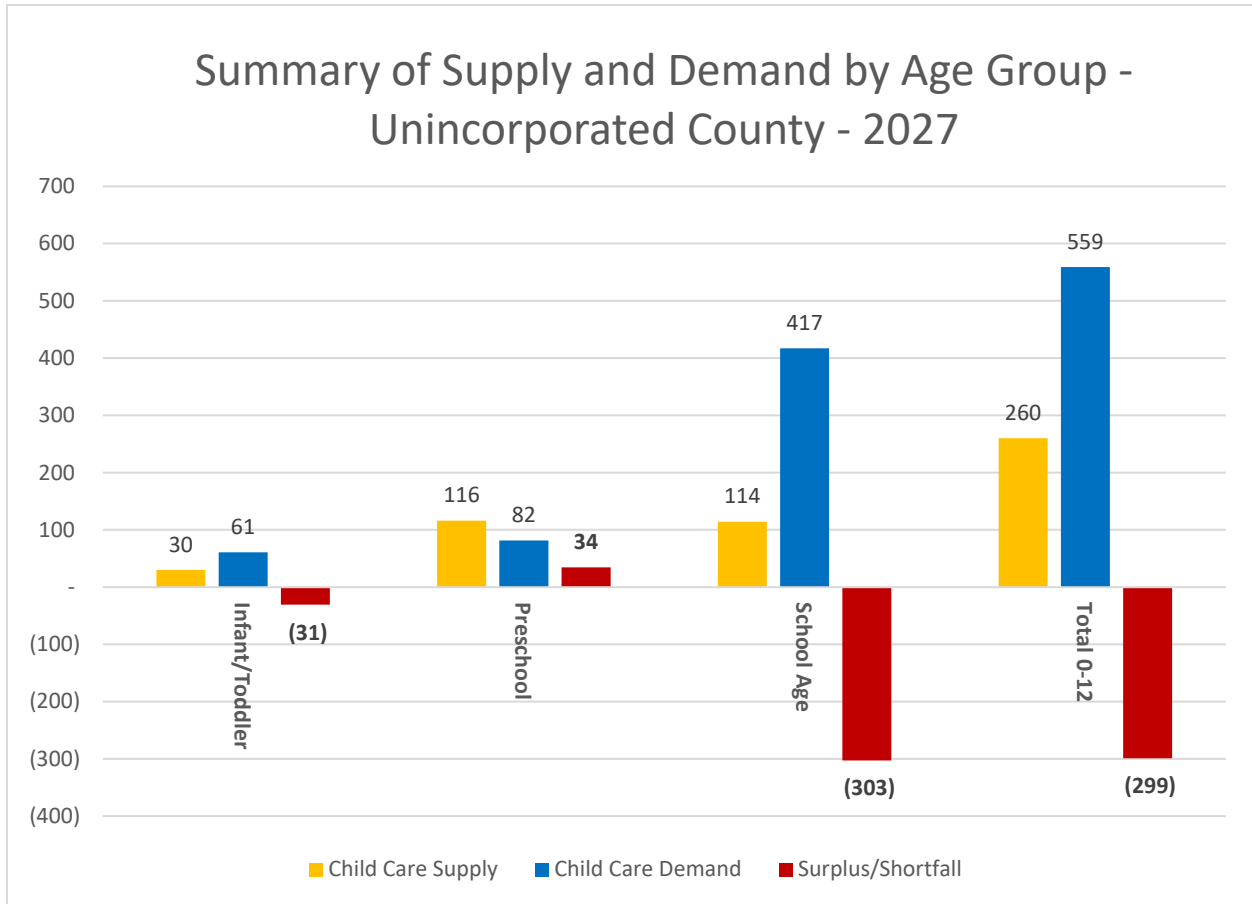


Exhibit S-7



2. Child Care Needs Assessment – 2022 to 2027

This chapter presents the methodology, analysis, and results of the Child Care Needs Assessment's Supply and Demand Analysis for current conditions (2022) and future conditions (2027) for children from 0 to 12 years old in Mono County. It includes summary data for each area in the County. The two geographic areas include the incorporated Town of Mammoth Lakes and the Unincorporated portion of the County.

A summary of the child care supply and demand analysis findings is in **Chapter 1**.

Background and Methodology

In California, there are several methodologies for estimating demand for child care but there is limited published data on this issue. BEI has prepared a literature review of approaches to child care demand and reviewed a number of studies prepared throughout California. This review helps inform our approach to child care needs assessments in general, in combination with working with the Program Coordinator, the Mono County Child Care Council, and the Ad Hoc Committee formed locally for this effort. This review is included in **Appendix A**.

BEI followed the *LPC Child Care Needs Assessment: Instruction Guide for Completing the Aggregate County Report* using suggested data sources, except where more current data or additional data were available. However, BEI suggests that local jurisdictions should consider local conditions and develop demand factors that reflect conditions in their county. Mono County has considered the recommended demand factors in prior studies and consulted with the Study's Ad Hoc Committee members and has decided to use demand factors for this study that reflect observations and experiences of child care demand in the County. The demand rates chosen reflect information about the current use of different types of care, as well as the County's belief that it is important that quality child care be available to all children who need it, particularly the needs of working parents.⁷

Like other rural counties, Mono County has taken a local approach to determine demand factors based on available data and value-based milestones that amplify access to child care in their community. The Mono County Child Care Council and the Ad Hoc Committee for the

⁷ The approach and assumptions used in this study were discussed and approved by the Mono County Ad Hoc Committee in March 2022 in consultation with BEI and the County's project manager for this effort.

Needs Assessment believe this set of child care demand factors for licensed child care best reflects the local conditions.

The Needs Assessment begins with the underlying demographic data and then growth projections are incorporated into the analysis.

For 2022, this study focuses on children ages 0 to 12 years old, with the following age ranges:

- Infant/Toddler – children birth up to 2 years old
- Preschool – children ages 2, 3, and 4 years old
- School Age – children ages 5 to 12 years old

For this analysis, Infant/Toddler includes children 0 to 24 months old, Preschool includes children 2 to 4 years old, and School Age includes children 5 to 12 years old. It should be noted that Toddlers are normally up to 2.9 years old and for licensing may be counted in Infant/Toddler spaces in some data sets.

The same age groupings are used for 2027 with the following exception. By 2027, the analysis assumes 90% of 4-year-olds will be enrolled in Transitional Kindergarten (TK), thus increasing the need for School Age child care spaces and decreasing the need for Preschool spaces. The remaining 10% of 4-year-olds remain in the Preschool age group.

Supply and Demand in Mono County

The Needs Assessment is focused on the County as a whole, with a breakout for Mammoth Lakes, and another set of data for the remainder, or the Unincorporated portion of the County. The Study uses population and age data from the California Department of Finance (DOF), P-2B Projections by Age 2010-2060 as the main demographic data source.⁸ The underlying demographic data used in this analysis is provided in **Table 2-1**. Other demographic data is used as needed, such as LFPRs. This is because BEI is including an analysis of existing conditions in 2022, and a forecast as of 2027. DOF provides consistent data for both years and includes estimates of child population for both years. The use of DOF provides one overall data source that is internally consistent. The study then uses DOF data from the E-5 report for the distribution of population for Mammoth Lakes and the Unincorporated portion of the County and applies these ratios to the 2022 and 2027 estimates of total population and children (see the charts below).

⁸ Other local population data by age and year was not available for all the data points needed for this study, including estimates of population by age and location, and at 2027. The DOF 2-PB report is the most complete demographic data set available to meet the needs of the study.

It is important to note that one demographic data source is not perfect, or particularly better than another. For this study, BEI chose the most complete data set that included total population data and data for children and for the years 2022 and 2027, or a five-year forecast. These figures at the community level may be slightly different from local estimates but the overall integrity of the estimates and the forecast are still sound. **Table 2-1** summarizes the population and children demographic data by area, including County as a whole, Mammoth Lakes, and the Unincorporated areas in total.

Table 2-1
Summary of Population and Children in 2022 in Mono County
Mono County Child Care Council Needs Assessment 2022

Age in Years	Estimated Children and Population - 2022			Estimated Children and Population - 2027		
	Total	% of Children 0-12 Years	% of Total Population	Estimates - 2027	% of Children 0-12 Years	% of Total Population
Total Infant/Toddler (0-24 mos.)	239	13.7%	1.7%	227	14.2%	1.6%
Total Preschool (2-4 years) (1)	387	22.1%	2.8%	343	21.5%	2.4%
Total School Age (5-12 years) (1)	<u>1,124</u>	<u>64.2%</u>	<u>8.1%</u>	<u>1,029</u>	<u>64.4%</u>	<u>7.3%</u>
Total Ages 0-12	1,750	100.0%	12.6%	1,599	100%	11.4%
Net Change				-151		
Percentage change				-9%		
Total Mono County Population	13,898			14,053		
Mammoth Lakes						
Total Infant/Toddler (0-24 mos.)	141	13.7%	1.7%	134	14.2%	1.6%
Total Preschool (2-4 years)	228	22.1%	2.8%	202	21.5%	2.4%
Total School Age (5-12 years)	<u>662</u>	<u>64.2%</u>	<u>8.1%</u>	<u>606</u>	<u>64.4%</u>	<u>7.3%</u>
Total Ages 0-12	1,030	100.0%	12.6%	941	100%	11.4%
Net Change				-89		
Percentage change				-9%		
Total Mammoth Lakes	8,182			8,273		
Unincorporated Areas						
Total Infant/Toddler (0-24 mos.)	98	13.7%	1.7%	93	14.2%	1.6%
Total Preschool (2-4 years) (1)	159	22.1%	2.8%	141	21.5%	2.4%
Total School Age (5-12 years) (1)	<u>462</u>	<u>64.2%</u>	<u>8.1%</u>	<u>423</u>	<u>64.4%</u>	<u>7.3%</u>
Total Ages 0-12	720	100%	12.6%	658	100.0%	11.4%
Net Change				-62		
Percentage change				-9%		
Total Unincorporated Areas	5,716			5,780		

(1) For 2027 we assume 90% of 4-year-olds will be in Transitional Kindergarten or the School Age group in the analysis.

Sources: California Department of Finance; Brion Economics, Inc.

The data used from the E-5 Report, and as applied are shown below:

DOF E-5 REPORT	2018	2021	% Growth	2021 Distribution
Mammoth Lakes	7,866	7,827	-0.50%	58.87%
Unincorporated	5,647	5,468	-3.27%	41.13%
Mono County Total	13,513	13,295	-1.64%	100.00%

P-2B Estimate for 2022 & 2027	2022	2027	% Growth	2022 Distribution	2027 Distribution
Mammoth Lakes	8,182	8,273	1.10%	58.87%	58.87%
Unincorporated	5,716	5,780	1.10%	41.13%	41.13%
Mono County Total	13,898	14,053	1.10%		

As shown in **Table 2-1**, the total population for Mono County in 2022 is estimated at 13,898, based on estimates for 2022 from DOF’s *P-2B Projections*. Overall, by 2027, the County is expected to grow from 13,898 residents to 14,053, an increase of about 155 people or 1.1%. However, the number of children decreases overall by 9% by 2027.

Age Groupings

Table 2-1 summarizes the 2022 estimated population by age group for all children under 2 years old, or Infant/Toddler; children 2 to 4 years old, or Preschool; and children 5 to 12 years old, or School Age, countywide. There is a total of 1,750 children ages 0 to 12 years old in the County as of 2022. Infant/Toddlers make up 14% of this total. Preschool age children make up 22% of the total, and School Age children make up the remainder of 64% of all children 0 to 12. Children as a percentage of total population is 12.6% as of 2022. This figure is forecast to decrease to 11.4% by 2027, due to a 151 decrease in the number of children in the County.

Child Care Supply

This section summarizes current licensed and legally license-exempt⁹ child care supply by age group for Infant/Toddler, Preschool, and School Age children as of Spring 2022.¹⁰ Supply numbers are based on information provided by the Mono County Child Care Council’s Program Coordinator and are shown in **Exhibit 2-1**. The chart below summarizes the number of providers by type, Family Child Care Homes (FCCHs), Licensed Centers, and License-Exempt providers. There are a total of nine small FCCH providers in the County; currently, there are no large FCCHs. There are five Licensed Centers and five License-Exempt Centers, for a total of 19 providers. For this study, when licensed care is referenced it includes licensed and licensed-exempt combined unless otherwise noted. It should be noted that 118 of these spaces are

⁹ Legally license-exempt programs include such programs run by school district programs and other federal programs.

¹⁰ Note that data is as of fall 2021 and that the supply data did not change during spring 2022 as reviewed by the Program Coordinator.

located at the Mountain Warfare Training Center and only available to military and federal employee families, further reducing the available supply.

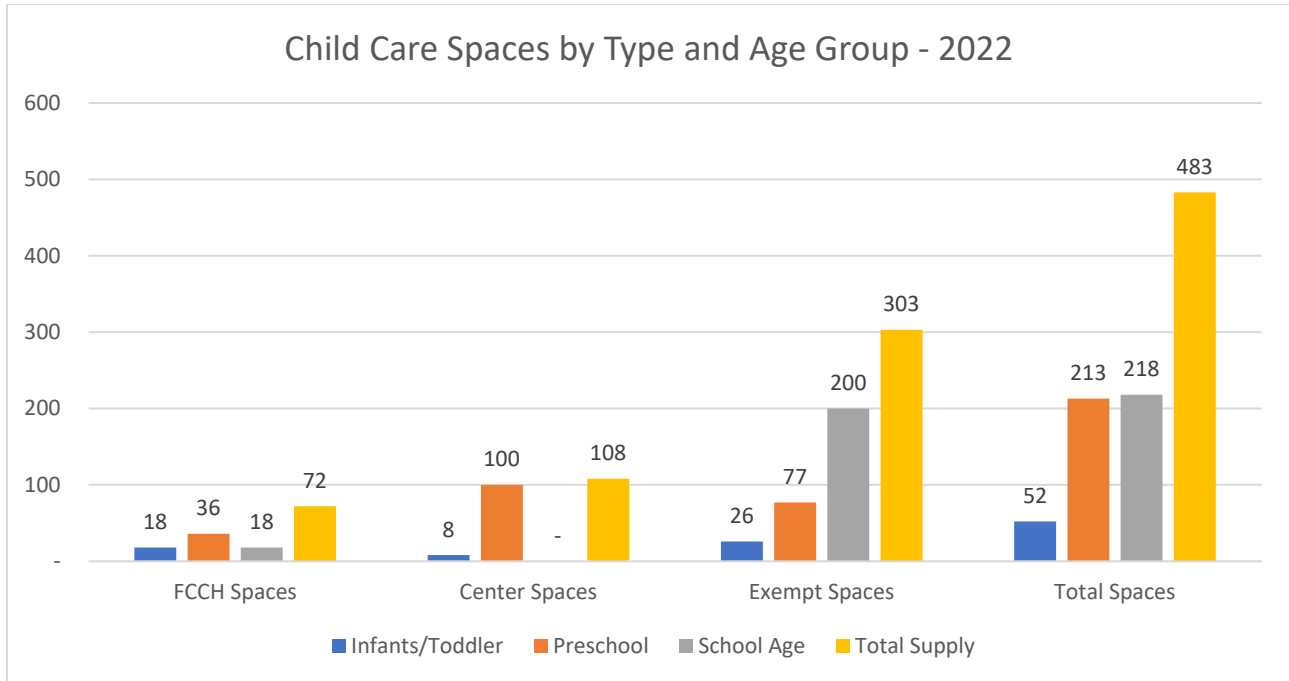
2022 Supply - Countywide					
Age Group	FCCH Spaces	Center Spaces	Exempt Spaces	Total Spaces	% of Supply
Infant/Toddler	18	8	26	52	11%
Preschool	36	100	77	213	44%
School Age	18	-	200	218	45%
Total Supply	72	108	303	483	100%
% Distribution	15%	22%	63%	100%	

The future supply of child care spaces is almost the same as 2022, with the exception of a net increase of 20 spaces associated with a center that is relocating and expanding in Mammoth Lakes. This project will add 8 new Infant/Toddler spaces and a net increase of 12 Preschool spaces. The supply of child care spaces in 2027 is shown below and increases to 503 spaces.

2027 Supply - Countywide					
Age Group	FCCH Spaces	Center Spaces	Exempt Spaces	Total Spaces	% of Supply
Infant/Toddler	18	16	26	60	12%
Preschool	36	112	77	225	45%
School Age	18	-	200	218	43%
Total Supply	72	128	303	503	100%
% Distribution	14%	25%	60%	100%	

The supply of child care spaces by age group and type in 2022 is shown graphically below.

Exhibit 2-1



Child Care Demand

Demand is calculated by determining the number of children by age group with working parents based on applying labor force participation rates (LFPRs) for children under age six (from the 2020 American Community Survey, 5-year estimates) to the number of children by age group. LFPRs for families with children under six years old or ages six to 17 years old are applied to the number of children by age group. This allows the calculation of the number of children in each of these age groups with working parents. LFPRs include families with two working parents or a single parent who works. The LFPR in Mono County for children under 6 years old is 53% and 71% for families with children 6 to 17 years old. The rates for Mammoth Lakes are different and much lower than those for the entire County at 45% and 59%, respectively, as shown below. The County rates are used for the unincorporated areas as data is not available for these areas.

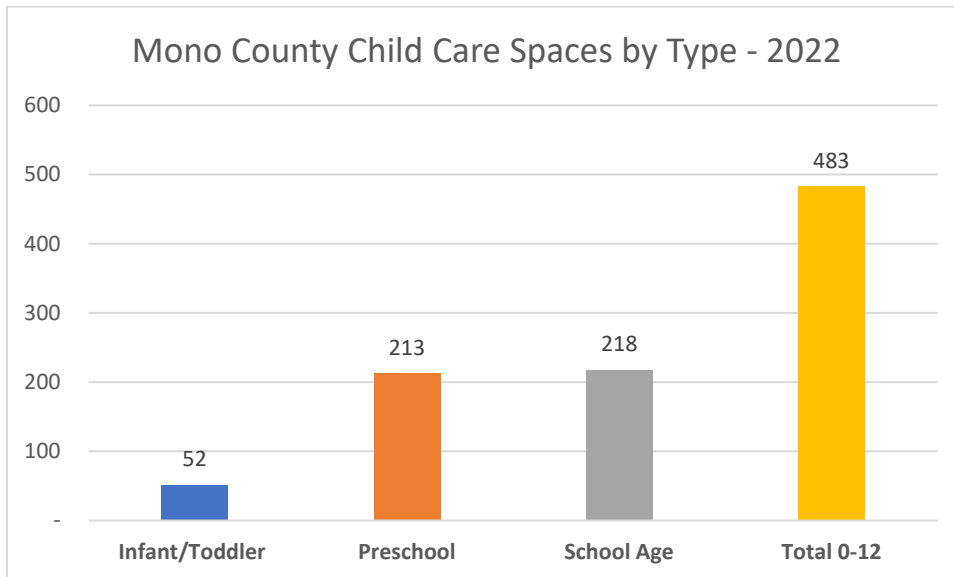
The Study treats 3- and 4-year-olds differently and does not adjust the number of these children with LFPRs: 100% of children 3 and 4 years old are considered to need licensed care. No further adjustments are made to the estimate of children needing licensed care.

Demand /LFPRs		
Age Group	County	Mammoth Lakes
Infant, Under 2-Year-Olds	53%	45%
2-Year-Olds	53%	45%
3-Year-Olds	100%	100%
4-Year-Olds	100%	100%
5-12-Year-Olds	71%	59%

This same approach and rates are used for the projections for 2027 with one exception: For the analysis of 2027 demand, BEI has assumed 90% of 4-year-olds will be in Transitional Kindergarten (TK) and are included in the School Age group, and the remaining 10% stay in the Preschool age group.

Once demand is calculated, the percent distribution of total demand for spaces by age group is calculated as well as the percent of total children requiring licensed care. The supply of child care spaces by age group is shown below in Exhibit 2-3 graphically. The demand for child care spaces is shown below by age group as well.

Exhibit 2-2



The total demand for spaces by age group for 2022 is summarized in **Table 2-2** and graphically in **Exhibit 2-3**. Overall, demand countywide totals 1,250 spaces. The demand for Infant spaces equals 127 spaces (10%), Preschool space demand is 328 spaces (26%), and School Age space demand is 796 (64%). Compared to supply, there is a shortage currently of 75 Infant spaces, 115 Preschool spaces, and 578 School Age spaces for a total shortage of 767 spaces. Currently, 41% of Infant care demand is being met. About 65% of Preschool demand is being met by

current supply and only 27% of School Age care needs are being met. Overall, countywide 39% of demand is being met as shown in **Table 2-2**.

Table 2-2
Existing Child Care Demand and Supply in 2022 in Mono County
Mono County Child Care Council Needs Assessment 2022

MONO COUNTY	Assumptions / Providers	Child Care by Age Group in 2022						
		Infant/Toddler 0-24 months	2 Years	3 Years	4 Years	Total Preschool 2-4 Years	School-Age 5-12 Years	Total 0-12 Years
Total Population	13,898							
EXISTING DEMAND		Child Care Demand						
Estimated Total Children by Age	(1)	239	126	129	132	387	1,124	1,750
Avg. LFPRs/Demand Factors	(2)	53%	53%	100%	100%	85%	71%	71%
Children Needing Licensed Care		127	67	129	132	328	796	1,250
% Children Needing Licensed Care - Children	(3)	100%	100%	100%	100%	100%	100%	100%
Total Demand for Child Care Spaces		127	67	129	132	328	796	1,250
% Distribution of Total Demand for Spaces		10%	5%	10%	11%	26%	64%	100%
% of Total Children Needing Licensed Care		53%	53%	100%	100%	85%	70.8%	71.4%
EXISTING SUPPLY		Child Care Spaces						
Family Child Care Home Supply	(4)							
Licensed for 8	9	18				36	18	72
Licensed for 14	0	-				-	-	0
Child Care Center Supply	5	8				100	-	108
Other License Exempt Programs	5	26				77	200	303
Current Child Care Supply	19	52				213	218	483
Percent Distribution		11%				44%	45%	100%
EXISTING SURPLUS/(SHORTAGE)		(75)				(115)	(578)	(767)
Percent Distribution		10%				15%	75%	100%
Percentage of Demand Met by Existing Facilities/Spaces		41%				65%	27%	39%

(1) Based on population from California Department of Finance, P-2B Projections by Age 2010-2060.
 (2) Labor force participation rates are from the 2020 5-Year American Community Survey and include children with two working parents or single working parents. All 3- and 4-year-olds are considered to need licensed care for educational development regardless of parents employment status.
 (3) It is assumed that 100% of infants and 2-year-olds with working parents require care, that 100% of 3- and 4-year-olds require care regardless of whether the parents work, and that 100% of school age children with working parents require a licensed child care space.
 (4) Data on child care supply provided by the Mono Child Care Council, Mono County Office of Education.
 (5) Family Child Care Home spaces by age are broken down by licensing regulations. It is assumed that for small FCOHs, 2 spaces are infant, 4 are preschool, and 2 are school age. For large FCOHs, it is assumed that 3 spaces are infant, 8 are preschool, and 3 are school age. Mono County has no large FCOHs. Note that not all FCOH providers offer infant care.
 (6) Child Care spaces in licensed child care centers.
 (7) License-Exempt program numbers were provided by the Mono County Office of Education.
 Sources: California Department of Finance; American Community Survey; Mono County Office of Education; Brion Economics, Inc.

As shown in **Table 2-3**, by 2027, countywide, it is forecasted that there will be a need for 120 Infant spaces, 185 Preschool spaces, and 835 School Age spaces, for a total demand of 1,140 licensed child care spaces, a decrease of 110 spaces countywide, or -9%. **Table 2-3** below

summarizes this future demand, which is less than in 2022 due to changes in demographics forecast by DOF. The future supply includes one new child care center, which is an expansion and relocation of an existing center and will add a net increase of 20 child care spaces in total, as discussed above. By 2027, there will be an unmet need for child care spaces by 637 in total, or a shortage of 60 Infant/Toddler spaces, a surplus of 40 Preschool spaces, and a shortfall of 617 School Age spaces based on the demographic changes discussed above and the effects of TK and the shift of 4-year-olds into the public school system.

Exhibit 2-3

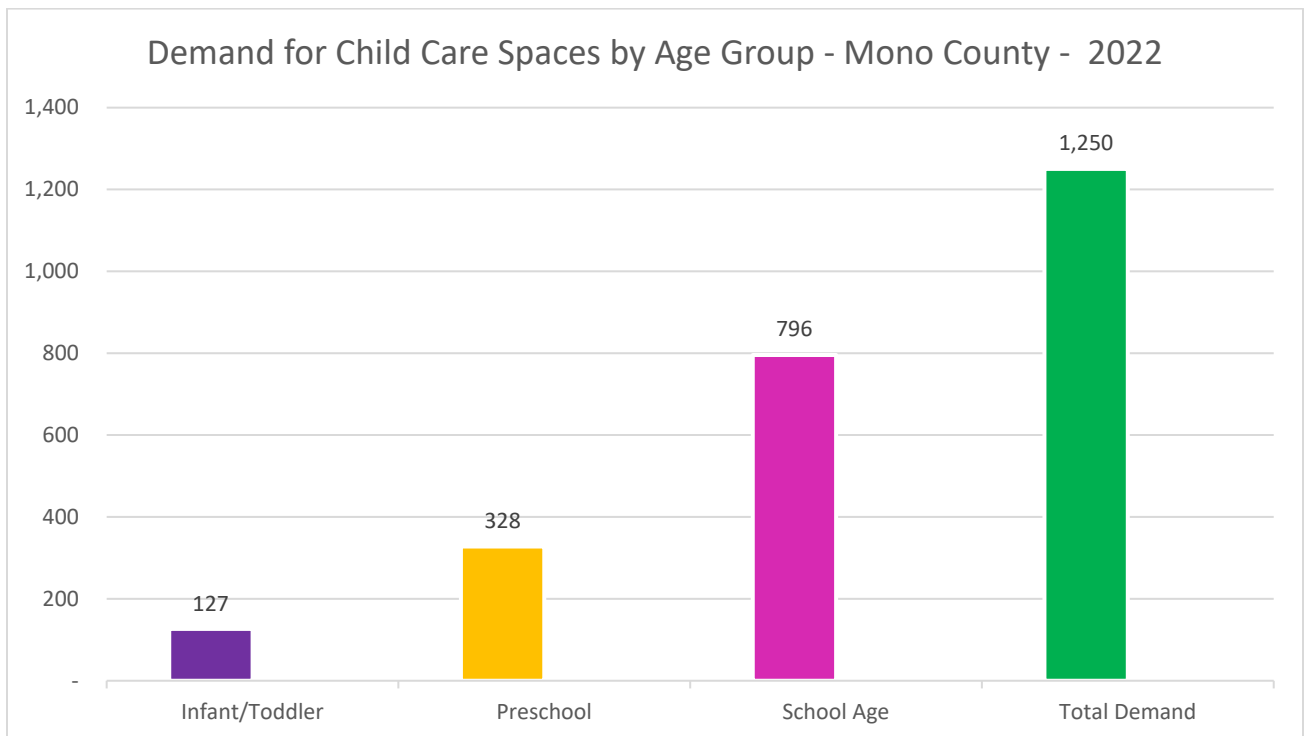


Table 2-3
Future Child Care Demand and Supply in 2027 in Mono County
Mono County Child Care Council Needs Assessment 2022

MONO COUNTY	Assumptions / Providers	Child Care by Age Group at 2027						
		Infant/Toddler 0-24 months	2 Years	3 Years	4 Years	Total Preschool 2-4 Years	School-Age 5-12 Years	Total 0-12 Years
Total Population	14,053							
FUTURE DEMAND		Child Care Demand						
Estimated Total Children by Age	(1)	227	110	115	118	343	1,029	1,599
Avg. LFPRs/ Demand Factors	(2)	53%	53%	100%	100%	na	71%	71%
Adjustment for 4 years old in TK					0		1	
Children Needing Licensed Care		120	58	115	12	185	835	1,140
% Children Needing Licensed Care - Children	(3)	100%	100%	100%	100%	100%	100%	100%
Total Demand for Child Care Spaces		120				185	835	1,140
% Distribution of Total Demand for Spaces		11%				16%	73%	100%
% of Total Children Needing Licensed Care		53%				54%	81%	71%
FUTURE SUPPLY		Child Care Spaces						
Family Child Care Home Supply	(4)							
Licensed for 8	(5)	18				36	18	72
Licensed for 14		-				-	-	0
Child Care Center Supply	(6)	16				112	-	128
Other License Exempt Programs	(7)	26				77	200	303
Current Child Care Supply		60				225	218	503
Percent Distribution		12%				45%	43%	100%
FUTURE SURPLUS/(SHORTAGE)		(60)				40	(617)	(637)
Percent Distribution		9%				-6%	97%	100%
Percentage of Demand Met by Existing Facilities/Spaces		50%				122%	26%	44%

(1) Based on population from California Department of Finance, P-2B Projections by Age 2010-2060. For 2027, we assume 90% of 4-year-olds will be in Transitional Kindergarten (TK) or the School Age group.
 (2) Labor force participation rates are from the 2020 5-Year American Community Survey and include children with two working parents or single working parents. All 3- and 4-year-olds are considered to need licensed care for educational development regardless of parents employment status.
 (3) It is assumed that 100% of infants and 2-year-olds with working parents require care, that 100% of 3- and 4-year-olds require care regardless of whether the parents work, and that 100% of school age children with working parents require a licensed child care space.
 (4) Data on child care supply provided by the Mono Child Care Council, Mono County Office of Education. One new project is assumed to be completed by 2027 in Mammoth Lakes.
 (5) Family Child Care Home spaces by age are broken down by licensing regulations. It is assumed that for small FCCHs, 2 spaces are infant, 4 are preschool, and 2 are school age. For large FCCHs, it is assumed that 3 spaces are infant, 8 are preschool, and 3 are school age. Mono County has no large FCCHs. Note that not all FCCH providers offer infant care.
 (6) Child Care spaces in licensed child care centers.
 (7) License-Exempt program numbers were provided by the Mono County Office of Education.
 Sources: California Department of Finance; American Community Survey; Mono County Office of Education; Brion Economics, Inc.

Supply and Demand in Mammoth Lakes

The supply and demand analysis for Mammoth Lakes follows the same methodology as that used for the County as a whole, as discussed above. The LFPRs rates for Mammoth Lakes are lower than for the County. The supply data for this area is specific to Mammoth Lakes and provided by the Mono County Office of Education. The supply of child care spaces in 2022 and 2027 is shown in **Exhibit 2-4**. As discussed earlier, there is a net increase of 20 spaces expected to be built in Mammoth Lakes by 2027. There are two additional child care projects under discussion currently that will add another 130 spaces in the City if they move forward and are approved.

Table 2-4 estimates the supply and demand for child care in Mammoth Lakes as of 2022. Overall, there is a total need for 638 child care spaces for all age groups, availability of 223 spaces, and a shortage of 415 spaces currently. In total, 35% of demand is being met in Mammoth Lakes currently. By 2027, demand decreases slightly, consistent with countywide expected demographic changes, amounting to 581 in total. With the small addition of supply associated with the Mono County State Preschool program of 20 spaces, the percent of demand being met increases to 42% overall in Mammoth Lakes by 2027 as shown in **Table 2-5**.

Exhibit 2-4

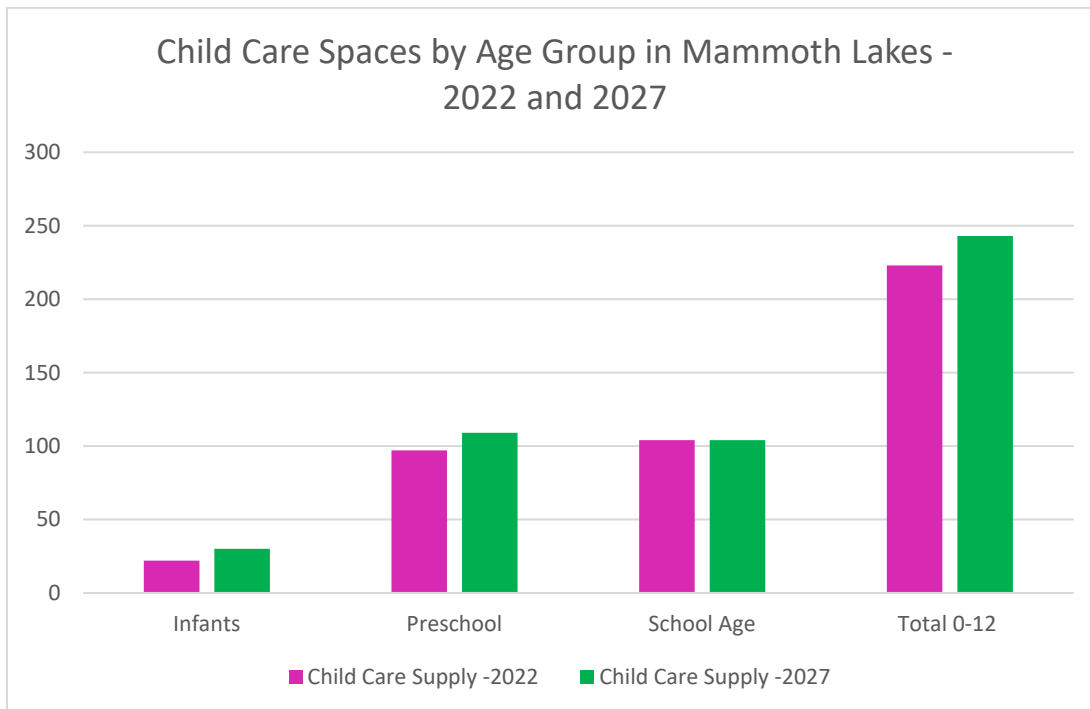


Table 2-4
 Existing Child Care Demand and Supply in Mammoth Lakes - 2022
 Mono County Child Care Council Needs Assessment 2022

MAMMOTH LAKES	Assumptions / Providers	Child Care by Age Group at 2022						
		Infant/Toddler 0-24 months	2 Years	3 Years	4 Years	Total Preschool 2-4 Years	School-Age 5-12 Years	Total 0-12 Years
Total Population	8,182							
EXISTING DEMAND		Child Care Demand						
Estimated Total Children by Age	(1)	141	74	76	78	228	662	1,030
Avg. LFPRs/ Demand Factors	(2)	45%	45%	100%	100%	na	59%	62%
Children Needing Licensed Care		63	33	76	78	187	388	638
% Children Needing Licensed Care - Children	(3)	100%	100%	100%	100%	100%	100%	100%
Total Demand for Child Care Spaces		63				187	388	638
% Distribution of Total Demand for Spaces		10%				29%	61%	100%
% of Total Children Needing Licensed Care		45%				82%	59%	62%
EXISTING SUPPLY		Child Care Spaces						
Family Child Care Home Supply	(4)							
Licensed for 8	7	14				28	14	56
Licensed for 14	0	-				-	-	0
Child Care Center Supply	2	8				54	-	62
Other License Exempt Programs	1	-				15	90	105
Current Child Care Supply	10	22				97	104	223
Percent Distribution		10%				43%	47%	100%
EXISTING SURPLUS/(SHORTAGE)		(41)				(90)	(284)	(415)
Percent Distribution		10%				22%	68%	100%
Percentage of Demand Met by Existing Facilities/Spaces		35%				52%	27%	35%

(1) Based on population from California Department of Finance, P-2B Projections by Age 2010-2060.
 (2) Labor force participation rates are from the 2020 5-Year American Community Survey and include children with two working parents or single working parents. All 3- and 4-year-olds are considered to need licensed care for educational development regardless of parents employment status.
 (3) It is assumed that 100% of infants and 2-year-olds with working parents require care, that 100% of 3- and 4-year-olds require care regardless of whether the parents work, and that 100% of school age children with working parents require a licensed child care space.
 (4) Data on child care supply provided by the Mono Child Care Council, Mono County Office of Education.
 (5) Family Child Care Home spaces by age are broken down by licensing regulations. It is assumed that for small FCCHs, 2 spaces are infant, 4 are preschool, and 2 are school age. For large FCCHs, it is assumed that 3 spaces are infant, 8 are preschool, and 3 are school age. Mono County has no large FCCHs. Note that not all FCCH providers offer infant care.
 (6) Child Care spaces in licensed child care centers.
 (7) License-Exempt program numbers were provided by the Mono County Office of Education.
 Sources: California Department of Finance; American Community Survey; Mono County Office of Education; Brion Economics, Inc.

**Table 2-5
 Future Child Care Demand and Supply in Mammoth Lakes - 2027
 Mono County Child Care Council Needs Assessment 2022**

MAMMOTH LAKES	Assumptions / Providers	Child Care by Age Group at 2027						
		Infant/Toddler 0-24 months	2 Years	3 Years	4 Years	Total Preschool 2-4 Years	School-Age 5-12 Years	Total 0-12 Years
Total Population	8,273							
FUTURE DEMAND		Child Care Demand						
Estimated Total Children by Age	(1)	134	65	68	69	202	606	941
Avg. LFPRs/ Demand Factors	(2)	45%	45%	100%	100%	51%	59%	62%
Adjustment for 4 years old in TK					10%		90%	
Children Needing Licensed Care		60	29	68	7	104	418	581
% Children Needing Licensed Care - Children	(3)	100%	100%	100%	100%	100%	100%	100%
Total Demand for Child Care Spaces		60				104	418	581
% Distribution of Total Demand for Spaces		10%				18%	72%	100%
% of Total Children Needing Licensed Care		45%				51%	69%	62%
FUTURE SUPPLY		Child Care Spaces						
Family Child Care Home Supply	(4)							
Licensed for 8	7 (5)	14				28	14	56
Licensed for 14	0	-				-	-	0
Child Care Center Supply	2 (6)	16				66	-	82
Other License Exempt Programs	1 (7)	-				15	90	105
Future Child Care Supply	10	30				109	104	243
Percent Distribution		12%				45%	43%	100%
FUTURE SURPLUS/(SHORTAGE)		(30)				5	(314)	(338)
Percent Distribution		9%				-2%	93%	100%
Percentage of Demand Met by Existing Facilities/Spaces		50%				105%	25%	42%

(1) Based on population from California Department of Finance, P-2B Projections by Age 2010-2060. For 2027, we assume 90% of 4-year-olds will be in Transitional Kindergarten (TK) or the School Age group.
 (2) Labor force participation rates are from the 2020 5-Year American Community Survey and include children with two working parents or single working parents. All 3- and 4-year-olds are considered to need licensed care for educational development regardless of parents employment status.
 (3) It is assumed that 100% of infants and 2-year-olds with working parents require care, that 100% of 3- and 4-year-olds require care regardless of whether the parents work, and that 100% of school age children with working parents require a licensed child care space.
 (4) Data on child care supply provided by the Mono Child Care Council, Mono County Office of Education. One new project is assumed to be completed by 2027 in Mammoth Lakes.
 (5) Family Child Care Home spaces by age are broken down by licensing regulations. It is assumed that for small FCCs, 2 spaces are infant, 4 are preschool, and 2 are school age. For large FCCs, it is assumed that 3 spaces are infant, 8 are preschool, and 3 are school age.
 (6) Child Care spaces in licensed child care centers.
 (7) License-Exempt program numbers were provided by the Mono County Office of Education.
 Sources: California Department of Finance; American Community Survey; Mono County Office of Education; Brion Economics, Inc.

Supply and Demand in the Unincorporated County

The supply and demand analysis for the Unincorporated County follows the same methodology as that used for the County as a whole, as discussed above. The supply data for this area is specific to the Unincorporated portion of the County and provided by the Mono County Office of Education. Overall, the data for this area is the difference between the total County and Mammoth Lakes given that Mammoth Lakes is the only incorporated city in the County.

Table 2-6 estimates the supply and demand for child care in the Unincorporated area as of 2022. Overall, there is a total need for 613 child care spaces for all age groups, an availability of 260 spaces, and a shortage of 353 spaces. Overall, only 42% of demand is being met in Unincorporated areas of the County. Currently, 82% of Preschool demand is being met by supply. The greatest need is for School Age spaces with only 28% of the current demand being met by current supply of spaces.

It should be noted that the 118 child care spaces associated with the MWTC child care center are only available to military and federal employee families, which reduces the number of spaces available to the public at large. This impacts the availability of Infant/Toddler care in particular. Without the 26 MWTC infant care spaces, there are only four available Infant/Toddler care spaces in the entire unincorporated area of the County.

By 2027, demand decreases slightly, consistent with countywide expected demographic changes. With no change in expected supply, the percent of demand being met increases to 47% overall in the Unincorporated County areas by 2027, as shown in **Table 2-7**. With the shift of 90% of 4-year-olds into TK into the School Age category, the percentage of Preschool demand being met is expected to be 142% by 2027 due to a surplus of 34 spaces. The overall unmet need is 299 child care spaces or a reduction of 10% overall in the Unincorporated area of the County.

Table 2-6
Existing Child Care Demand and Supply in Unincorporated Mono County - 2022
Mono County Child Care Council Needs Assessment 2022

UNINCORPORATED COUNTY	Assumptions / Providers	Child Care by Age Group in 2022						
		Infant/Toddler 0-24 months	2 Years	3 Years	4 Years	Total Preschool 2-4 Years	School-Age 5-12 Years	Total 0-12 Years
Total Population	5,716							
EXISTING DEMAND		Child Care Demand						
Estimated Total Children by Age	(1)	98	52	53	54	159	462	720
Avg. LFPRs/ Demand Factors	(2)	65%	65%	100%	100%	89%	88%	85%
Children Needing Licensed Care		64	34	53	54	141	408	613
% Children Needing Licensed Care - Children		100%	100%	100%	100%	100%	100%	100%
Total Demand for Child Care Spaces		64				141	408	613
% Distribution of Total Demand for Spaces		10%				23%	67%	100%
% of Total Children Needing Licensed Care		65%				89%	88%	85%
EXISTING SUPPLY		Child Care Spaces						
Family Child Care Home Supply	(3)							
Licensed for 8	(4)	4				8	4	16
Licensed for 14		-				-	-	0
Child Care Center Supply	(5)	-				46	-	46
Other License Exempt Programs	(6)	26				62	110	198
Current Child Care Supply		30				116	114	260
Percent Distribution		12%				45%	44%	100%
EXISTING SURPLUS/(SHORTAGE)		(34)				(25)	(294)	(353)
Percent Distribution		10%				7%	83%	100%
Percentage of Demand Met by Existing Facilities/Spaces		47%				82%	28%	42%

(1) Based on population from California Department of Finance, P-2B Projections by Age 2010-2060. Unincorporated population data is the difference between total County figures and Mammoth Lakes; it is not readily available from another source.
 (2) Data for the Unincorporated Area is the difference between the County Totals minus Mammoth Lakes.
 (3) Data on child care supply provided by the Mono Child Care Council, Mono County Office of Education.
 (4) Family Child Care Home spaces by age are broken down by licensing regulations. It is assumed that for small FCCHs, 2 spaces are infant, 4 are preschool, and 2 are school age. For large FCCHs, it is assumed that 3 spaces are infant, 8 are preschool, and 3 are school age. Mono County has no large FCCHs.
 (5) Spaces in licensed child care centers.
 (6) License-Exempt program numbers were provided by the Mono County Office of Education.
 Sources: California Department of Finance; American Community Survey; Mono County Office of Education; Brion Economics, Inc.

Table 2-7
Future Child Care Demand and Supply in Unincorporated Mono County - 2027
Mono County Child Care Council Needs Assessment 2022

UNINCORPORATED COUNTY	Assumptions / Providers	Child Care by Age Group at 2027						
		Infant/Toddler 0-24 months	2 Years	3 Years	4 Years	Total Preschool 2-4 Years	School-Age 5-12 Years	Total 0-12 Years
Total Population	5,780							
FUTURE DEMAND		Child Care Demand						
Estimated Total Children by Age	(1)	93	45	47	49	141	423	658
Avg. LFPRs/ Demand Factors	(2)							85%
Adjustment for 4 years old in TK					10%		90%	
Children Needing Licensed Care		61	29	47	5	82	417	559
% Children Needing Licensed Care - Children	(2)	100%	100%	100%	100%	100%	100%	100%
Total Demand for Child Care Spaces		61				82	417	559
% Distribution of Total Demand for Spaces		11%				15%	75%	100%
% of Total Children Needing Licensed Care		65%				58%	99%	85%
EXISTING SUPPLY		Child Care Spaces						
Family Child Care Home Supply	(4)							
Licensed for 8	2	4				8	4	16
Licensed for 14	0	-				-	-	0
Child Care Center Supply	3 (5)	-				46	-	46
Other License Exempt Programs	4 (6)	26				62	110	198
Future Child Care Supply	9	30				116	114	260
Percent Distribution		12%				45%	44%	100%
FUTURE SURPLUS/(SHORTAGE)		(31)				34	(303)	(299)
Percent Distribution		10%				-12%	101%	100%
Percentage of Demand Met by Existing Facilities/Spaces		50%				142%	27%	47%

(1) Based on population from California Department of Finance, P-2B Projections by Age 2010-2060.
 For 2027, we assume 90% of 4-year-olds will be in Transitional Kindergarten (TK) or the School Age group.
 (2) Data for the Unincorporated Area is the difference between the County Totals minus Mammoth Lakes.
 (3) Data on child care supply provided by the Mono Child Care Council, Mono County Office of Education.
 (4) Family Child Care Home spaces by age are broken down by licensing regulations. It is assumed that for small FCCHs, 2 spaces are infant, 4 are preschool, and 2 are school age. For large FCCHs, it is assumed that 3 spaces are infant, 8 are preschool, and 3 are school age. Mono County has no large FCCHs. Note that not all FCCH providers offer infant care.
 (5) Child Care spaces in licensed child care centers.
 (6) License-Exempt program numbers were provided by the Mono County Office of Education.
 Sources: California Department of Finance; American Community Survey; Mono County Office of Education; Brion Economics, Inc.

3. State-Mandated Needs Assessment

This chapter of the report provides the information and data that is suggested for a County Needs Assessment by the State of California. Each of these data represents the most current data available as noted and may not all be as of 2022. For some required items, no local data is available as noted. The Table numbers list the section of the Needs Assessment template for ease of comparison.

Mono County is not a pilot county per the Needs Assessment requirements. No data is available on requests for care, and it is not required for non-pilot counties. Additionally, IMACA (Inyo Mono Advocates for Community Action, Inc.) dissolved earlier this year, and the Mono County Office of Education is taking over as the Resource and Referral Agency for the County.

Section 1a – Children by Age and Total Population

Table 3-1 shows the number of children, ages 0 to 12 in Mono County and the total population as of 2022. This data is based on the California Department of Finance P-2B Report entitled “County Total Population by Age, 2010 to 2060.” The data is estimated for 2022 and was last updated in July 2021, which is the most current available data. The Needs Assessment Instruction Guide recommends using data from the Early Learning Needs Assessment Tool, which is from 2018. However, the P-2B Report provides more current data and provides a forecast of growth, which is important to the County. Totals for each age group — Infant/Toddler (0 to 24 months), Preschool (2 to 4 years), and School Age (5 to 12 years) are listed at the bottom of the table.

Table 3-1 also shows the percentage of each age as compared to children ages 0 to 12 years and to the population as a whole. It is estimated that the 2022 total population of Mono County is 13,898. By group, Infants/Toddlers make up 14% of children ages 0 to 12 and 2% of the County's population, Preschoolers comprise 22 % of children ages 0 to 12 and 3% of the County's population, and School Age children make up 64% of children ages 0 to 12 years and 8% of the County's population. Overall, there are 1,750 children ages 0 to 12 in Mono County, and they make up almost 13% of the population.

Table 3-1 includes population estimates by age in 2027. Overall, the County is expected to see little population growth and there is a slight decrease in the number of children ages 0 to 12 countywide. The total population is expected to increase to 14,053, which is about 1% higher than in 2022, and the number of children is estimated to decrease from 1,750 to approximately 1,600, a decrease of almost 9%. This can potentially be attributed to families moving out of the

County as well as lower birth rates. With the shift of 90% of 4-year-olds into School Age, the percent of School Age children increases to about 71% of total 0 to 12-year-old children by 2027. Preschool age children decrease from 22% of the total to about 15% of the total.

Table 3-1 - Section 1a
Children by Age, 0-12 Years Old in 2022 and 2027
Mono County Child Care Council Needs Assessment 2022

Age in Years	Estimated Children and Population - 2022			Estimated Children and Population - 2027		
	Estimates - 2022	% of Children 0-12 Years	% of Total Population	Estimates - 2027 (1)	% of Children 0-12 Years	% of Total Population
0	120	6.86%	0.86%	113	7.07%	0.80%
1	119	6.80%	0.86%	114	7.13%	0.81%
2	126	7.20%	0.91%	110	6.88%	0.78%
3	129	7.37%	0.93%	115	7.19%	0.82%
4	132	7.54%	0.95%	118	7.38%	0.84%
5	136	7.77%	0.98%	115	7.19%	0.82%
6	134	7.66%	0.96%	119	7.44%	0.85%
7	147	8.40%	1.06%	125	7.82%	0.89%
8	148	8.46%	1.06%	124	7.75%	0.88%
9	130	7.43%	0.94%	128	8.01%	0.91%
10	135	7.71%	0.97%	138	8.63%	0.98%
11	146	8.34%	1.05%	131	8.19%	0.93%
12	148	8.46%	1.06%	149	9.32%	1.06%
Total Infant/Toddler (0-24 mos.)	239	13.66%	1.72%	227	14.20%	1.62%
Total Preschool (2-4 years) (1)	387	22.11%	2.78%	343	21.45%	2.44%
Total School Age (5-12 years) (1)	1,124	64.23%	8.09%	1,029	64.35%	7.32%
Total Ages 0-12	1,750	100.00%	12.59%	1,599	100.00%	11.38%
Total Mono County Population	13,898			14,053		

(1) For 2027 we assume 90% of 4-year-olds will be in Transitional Kindergarten or the School Age group in the analysis.
 Sources: California Department of Finance, P-2B Projections by Age 2010-2060; Brion Economics, Inc.

Section 1b - Ethnicity of Children

Table 3-2 shows the breakdown of race/ethnicity for the School Age population (Grades K through 12) for the 2021-22 school year, which is the most current data available. There is a total of 1,702 children in Grades K to 12 in the County. Children who are White make up 36.9% of the Grades K to 12. Hispanic/Latino make up 57.1% of the Grades K through 12 population in Mono County, and Multiracial children make up 1.9%. Data in **Table 3-2** is based on the California Department of Education’s Data Quest report. All other race/ethnic groups comprise 4.1% of total children.

Table 3-2 - Section 1b
Children Grades K to 12 by Race/Ethnicity in 2021-2022
Mono County Child Care Council Needs Assessment 2022

Race/Ethnicity	No. of Children, 2021/22 Grades K to 12	% of Total Children Grades K to 12
White	628	36.9%
Hispanic/Latino	972	57.1%
Asian American/Pacific Islander	17	1.0%
Filipino	3	0.2%
African American	17	1.0%
American Indian /Alaskan Native	26	1.5%
Multiracial	32	1.9%
Not reported	7	0.4%
Total	1,702	100.00%

Sources: California Department of Education DataQuest for 2021-22; Brion Economics, Inc.

Section 1c - Cost of Care by Age Group and Facility Type

Table 3-3 shows the maximum reimbursement rates and average weekly costs of child care for full-time and part-time care at licensed centers and Family Child Care Homes in Mono County. The maximum reimbursement rates come from the California Department of Education for 2022, the most recent data available. No average rates are presented because currently, the County reimburses at the maximum rate. The rate for an Infant/Toddler space at a center is \$1,834 per month and for FCCHs it is \$1,271 for full-time care. The rate for a Preschool space at a center is \$1,304 per month and for FCCHs it is \$1,207 for full-time care. For School Age children, the reimbursement rate for full-time care at a center is \$1,005 and for FCCHs it is \$1,074. Part-time rates are less as shown below.

Section 1d and 1e – Subsidized Care

The County has a significant shortage of subsidized care, as shown in **Table 3-4**. Currently, there are 134 subsidized child care spaces in the County. For Family Child Care Homes (FCCHs), the age group is not available; however, there are 33 subsidized spaces associated with FCCHs. These spaces have been distributed based on standard small FCCH licensing requirements, or two Infant/Toddler, four Preschool, and two School Age spaces. In total, there are eight spaces associated with Infant/Toddler, 57 subsidized Preschool spaces available, and 69 School Age

subsidized spaces available, for a total of 134 spaces. According to AIR data for 2018, there is a need for a total of 632 subsidized spaces. Of these, 68 are Infant/Toddler spaces, 123 are Preschool age spaces, and 441 are for School Age care. As shown below, there is an overall shortage of 498 subsidized spaces relative to need. There is an estimated shortage of 60 Infant/Toddler subsidized spaces, 67 Preschool subsidized spaces and 372 School Age subsidized spaces currently. Only 21% of the need for subsidized spaces is being met overall countywide.

Table 3-3 - Section 1c
Monthly Cost of Care by Age Group and Facility Type as of 2022 (1)
Mono County Child Care Council Needs Assessment 2022

Type of Care	Infant/Toddler 0-24 months	Preschool 2-4 Years	School Age 5-12 Years
Center-Based Care			
Center Full-Time Maximum Reimbursement	\$1,834	\$1,304	\$1,005
Center Full-Time Average (2)	na	na	na
Center Part-Time Maximum Reimbursement	\$1,205	\$806	\$495
Center Part-Time Average (2)	na	na	na
Family Child Care Homes			
FCCH Full-Time Maximum Reimbursement	\$1,271	\$1,207	\$1,074
FCCH Full-Time Average (2)	na	na	na
FCCH Part-Time Maximum Reimbursement	\$849	\$730	\$597
FCCH Part-Time Average (2)	na	na	na

(1) Maximum reimbursement cost data from <https://rcsc.adm.dss.ca.gov/index.aspx>. Viewed March 6, 2022 and current as of January 1, 2022.

(2) Reimbursement is at the full-time maximum, so there is no average.

Sources: California Department of Social Services (CDSS); Brion Economics, Inc.

Section 3 - Capacity at Child Care Centers and Family Child Care Homes

The current supply of licensed and license-exempt centers and Family Child Care Homes (FCCHs) in Mono County is shown in **Table 3-5**. There are five licensed child care centers and five license-exempt centers that serve a total of 411 children. Infant/Toddler care has the least number of spaces with only 34 or 8% of the total, and Preschool age spaces are at 43% of the total supply or 177 spaces. There are 200 School Age spaces or 49% of the total center and license-exempt spaces. It should be noted that overall, 34 infant spaces, 96 preschool spaces,

and 30 School Age spaces are given preference only for Mammoth Mountain Staff or families located on the Marine Base Housing in Coleville, according to County staff.

Table 3-4 - Section 1d and 1e
Subsidized Providers and Spaces by Type of Provider - 2022
Mono County Child Care Council Needs Assessment 2022

Age	Infant/Toddler 0-24 months	Preschool 2-4 Years	School-Age 5-12 Years	Total 0-12 Years
Available Subsidized Care as of 2022				
FCCHs (1)	8	17	8	33
Center-Based Care	0	40	0	40
License Exempt Care			61	61
Total Available Subsidized Spaces	8	57	69	134
Children Qualifying for Subsidized Care as of 2018 (1)				
	68	123	441	632
Surplus or Shortage of Subsidized Care				
Percent of Demand Met	(60) 12%	(67) 46%	(372) 16%	(498) 21%

(1) Available data for FCCHs is not broken out by age group. Data is assigned based on average licensing requirements.
 (2) This data is from the Early Learning Needs Assessment Tool compiled by American Institutes for Research (2018)
 Sources: American Institutes for Research; Brion Economics, Inc.

There are nine Small Family Child Care Homes (FCCHs) in Mono County and no Large FCCHs, that provide a total of 72 spaces for children ages birth to 12. Of those, 18 or 25% are for Infant/Toddler, 36 or 50% are for Preschool, and 18 or 25% are for School Age based on standard licensing requirements. Combined countywide, there are a total of 483 licensed or license-exempt child care spaces, including those that are preferential to Mammoth Mountain employees and families living in Marine Base Housing in the Coleville. **Table 3-5a** provides more detail on child care supply by the provider, provider type (i.e., licensed and licensed-exempt) and by location (i.e., Mammoth Lakes and Unincorporated County), and the totals by age group.

Table 3-5 - Section 3
Licensed and License-Exempt Capacity at Child Care Centers and Family Child Care Homes
Mono County Child Care Council Needs Assessment 2022

Type of Care	No. of Providers	Infant/Toddler 0-24 months	Preschool 2-4 Years	School-Age 5-12 Years	Total 0-12 Years
Center Based Care					
Licensed Child Care Centers (1)	5	8	100	0	108
Percent Distribution		7%	93%	0%	100%
License-Exempt Centers (2)	5	26	77	200	303
Percent Distribution		9%	25%	66%	100%
Total Centers and Center Spaces by Age	10	34	177	200	411
Percent Distribution		8%	43%	49%	100%
Family Child Care Homes					
Average Space by Age at Small FCCH (3)	9	2	4	2	8
Spaces at Small FCCH		18	36	18	72
Percent Distribution		25%	50%	25%	100%
Total Supply in Spaces - All Types	19	52	213	218	483

(1) Licensed data includes data for Mammoth Kids Corner, which offers preference to Mammoth Mountain staff and has spaces for 8 infants, 10 toddlers and 24 preschool age kids.
 (2) License-exempt data includes data for the MWTC Child Development Center. MWTC is located on the U.S. Marine Base in Coleville and reserved for MWTC military and federal employee families; the center has spaces for 26 infants, 62 preschoolers, and 30 school age children.
 (3) Average space by age is the amount allowed by licensing regulation for FCCHs. There are no large FCCHs in Mono County. Data is from Spring 2022. There are currently no Large FCCHs in the County.
 Sources: Mono County Child Care Council Capacity List (2022); Brion Economics, Inc.

Table 3-5a - Section 3
Child Care by Location and Age Group, and Licensed versus Licensed Exempt
Mono County Child Care Council Needs Assessment 2022

No.	Type and Name of Provider	Licensed or Licensed Exempt	Infant - Toddler	Location	Preschool	Location	School Age	Location	Total
Center-Based Care									
1	Bridgeport Elem. State Preschool	Licensed	0	Unincorporated	15	Unincorporated	0	Unincorporated	15
2	Mono County State Coleville	Licensed	0	Unincorporated	16	Unincorporated	0	Unincorporated	16
3	Mono County State Lee Vining	Licensed	0	Unincorporated	15	Unincorporated	0	Unincorporated	15
4	Mono County State Mammoth	Licensed	0	Mammoth Lakes	20	Mammoth Lakes	0	Mammoth Lakes	20
5	Mammoth Kids Corner (1)	Licensed	8	Mammoth Lakes	34	Mammoth Lakes	0	Mammoth Lakes	42
6	MCOE Preschool	Licensed Exempt	0	Mammoth Lakes	15	Mammoth Lakes	0	Mammoth Lakes	15
7	MWTC CDC (2)	Licensed Exempt	26	Unincorporated	62	Unincorporated	30	Unincorporated	118
Total Center-Based Spaces			34		177		30		241
After School-License Exempt									
8	Husky Club Mammoth Lakes	Licensed Exempt					90	Mammoth Lakes	90
9	Lee Vining	Licensed Exempt					40	Unincorporated	40
10	Coleville	Licensed Exempt					40	Unincorporated	40
Total After School - License Exempt							170		170
Family Child Care Homes (3)									
11	Unincorporated Area	Licensed	4		8		4		16
12	Mammoth Lakes	Licensed	14		28		14		56
Total FCCHs Spaces			18		36		18		72
Total Spaces in Mono County			52		213		218		483
Total Mammoth Lakes			22		97		104		223
Total Unincorporated			30		116		114		260
Total Spaces in Mono County			52		213		218		483
Total Licensed			26		136		18		180
Total Licensed Exempt			26		77		200		303
Total Spaces in Mono County			52		213		218		483

(1) Mammoth Kids Corner has 10 Toddler spaces serving 2 year olds that are included in the Preschool category.

(2) MWTC Child Development Center has 16 Infants (6 weeks-1), 10 pre toddler (1-2), 14 toddlers (2-3), 48 Preschool (3-5), and 30 School-age (6-12) children. MWTC limits enrollment to members of the federal government and military.

(3) Small FCCHs assumes 2 infant, 4 preschool, and 2 school age spaces, based on licensing requirements.

Sources: Mono County Child Care Council Capacity List (2022); Brion Economics, Inc.

Section 4 - Child Care Waitlists

As of Spring 2022, two child care centers, five FCCHs, and one aftercare program have children on waitlists. A total of 122 children are currently on waitlists in the County. One provider noted over 30 children on their waitlist, and another noted over 20 (see **Table 3-6**). It should be noted that children may be on multiple waitlists, and other waitlists not reported to the County staff may exist.

Table 3-6 - Section 4
Waitlists by Type of Provider - 2022
Mono County Child Care Council Needs Assessment 2022

Type of Care	No. of Providers	Total Spaces	Notes
Center Based Care	2	53	
Family Child Care Homes	5	59	One provider noted over 30, and one over 20 on waitlists.
After Care	1	10	for Subsidized Care.
Total on Waitlists	8	122	

Note: Not all providers have waitlists, or some have zero on their waitlists.
 Data is from Spring 2022. There are currently no Large FCCs in the County.
 Sources: Mono County Child Care Council Capacity List (2022); Brion Economics, Inc.

Sections 5 and 6 - Language Spoken by Children

Child Population by Language reflects the primary language spoken (other than English) by children in Grades K to 12 in Mono County as of 2020-21, which is summarized in **Table 3-7**. Data on language spoken is from the California Department of Education's Data Quest database (www.cde.ca.gov). This data set is not available for children ages 0 to 5 years old, but it is assumed that the K to 12 data is reflective of the language spoken by households with younger children in the County. Spanish makes up the greatest percentage (97.5%) of the primary language spoken (not including English), followed by Filipino (0.56%), Burmese, Mandarin, and Khmer (each at 0.28%). No other language is greater than 1% of total children.

Section 7a - Children with Special Educational Needs

The number of children with an Individual Family Service Plan (IFSP) or Individualized Education Plan (IEP) is broken down by age group in **Table 3-8**. IFSPs are for families with children younger than 3 years and IEPs are for children ages 3 and up. Data regarding children with special needs comes from Mono County SELPA and the Mono County Department of Education. There are 21 Infants/Toddlers with IFSPs, 20 Preschoolers with IFSPs or IEPs (depending on whether they are over or under 3 years old), and 102 School Age children with IEPs for a total of 143 children ages 0 to 12. The numbers of children with special needs typically increase as children get older, primarily due to higher rates of identification and diagnosis.

Table 3-7 - Section 5 and 6
Children In Grades K-12 by Language Spoken (Excluding English) in
2020-2021

Mono County Child Care Council Needs Assessment 2022

Language	No. of Children Grades K to 12	Percentage of Children who Speak English
Spanish	350	97.49%
Filipino	2	0.56%
Burmese	1	0.28%
Mandarin	1	0.28%
Khmer	1	0.28%
Other	4	1.11%
Total	359	100.0%

Sources: California Department of Education DataQuest Report for 2020-21 for Mono County; Brion Economics, Inc.

Table 3-8 - Section 7a
Children with an IFSP or IEP by Age Group in 2022

Mono County Child Care Council Needs Assessment 2022

Item	Infant/Toddler 0-24 months	Preschool 2-4 Years	School-Age 5-12 Years	Total 0-12 Years	Percent of Total Children 0-12
Total (IFSP or IEP) (1,2)	21	20	102	143	8.2%
Percent Distribution	15%	14%	71%	100%	

(1) Children under 3 have Individual Family Services Plans (IFSPs), and children 3 years and up have Individualized Education Plans (IEPs).

(2) Data provided by April Stewart, Selpa Coordinator/Data Manager, Mono County Office of Education, April 2022.

Sources: California Department of Education; Valley Mountain Regional Center; Brion Economics, Inc.

Section 8 - Children in Child Protective Services

Table 3-9 provides information on the number of children in Child Protective Services (CPS) as of February 2022 for Mono County. Based on data from Mono County Department of Social Services, there were six children ages 0 to 12 years old in Child Protective Services. Of those, one child ages 0 to 12 was referred by Child Protective Services to child care services. Not all children referred by Children Protective Services actually enter the child care system. About 0.3% of total children 0 to 12 are in Child Protective Services currently or less than 1%.

Table 3-9 - Section 8
Children in Child Protection Services System and Number Referred in 2022
Mono County Child Care Council Needs Assessment 2022

Age and Item	Infant/Toddler 0-24 months	Preschool 2-4 Years	School-Age 5-12 Years	Total 0-12 Years
Number of Children in Child Protection Services (1)	1	3	2	6
Percent of total children by age	0.4%	0.8%	0.2%	0.3%
Number of Children Referred for Child Care Services	1	0	0	1
Percent of total children by age	0.4%	0.0%	0.0%	0.1%

(1) Data is as of February 2022.

CPS Data provided by Rose Martin, MSW, Mono County Department of Social Services
 Sources: Mono County Department of Social Services; Brion Economics, Inc.

Section 9 - Children with Working Parents

The number of children with working parents who require licensed care is calculated in **Table 3-10**. By applying labor force participation rates (LFPRs) to the total number of children, the number of children with working parents is determined. LFPRs are provided for families with children under six years old and children over six years old. For children under six years old in Mono County, the LFPR is 53.0%. For children six and over, the LFPR is 70.8%. This figure is determined in order to calculate the number of child care spaces required to meet demand in the County. As shown in **Table 3-10**, it is assumed that 100% of children ages 0 through 2 years (Infant/Toddler) and 5 to 12 years with working parents require a child care space. For 3- and 4-year-olds, LFPRs are not applied because it is assumed that 100% of 3- and 4-year-olds require a licensed child care spot for school readiness, developmental reasons, and in support of providing universal preschool. In Mono County overall, there is a need for 1,250 licensed or license-exempt child care spaces. Of those 127 are Infant/Toddler spaces, 328 are Preschool spaces, and 796 are School Age spaces. Demand for child care is discussed in more detail in **Chapter 2**.

Table 3-10 - Section 9
Estimated Number of Children in Families Where All Parents/Guardians Work
Mono County Child Care Council Needs Assessment 2022

Age	Birth to 1 Year	1 Year	Infant/Toddler 0-24 months	2 Year	3 Year	4 Year	Preschool 2-4 Years	School Age 5-12 Years	Total 0-12 Years
Number of Children by Age Group	120	119	239	126	129	132	387	1,124	1,750
Labor Force Participation Rates (1)	53%	53%	53%	53%	na	na	85%	71%	71%
Children With Working Parents	64	63	127	67	129	132	328	796	1,250
% Children Needing Licensed Care	100%	100%	100%	100%	100%	100%	100%	100%	100%
Children Needing Licensed Care	64	63	127	67	129	132	328	796	1,250
Percent of Total Children	53%	53%	53%	53%	100%	100%	85%	71%	71%

(1) All 3- and 4-year-olds are considered to need licensed care for educational development regardless of parents employment status.
 Sources: DOF P-2B; American Community Survey 5-Year Estimates 2020; Brion Economics, Inc.

Section 10 - Public Assistance

Table 3-11 summarizes the number of children in families receiving Public Assistance in Mono County. As of 2019, there were 12 children in CalWORKs; this is the latest data available. The number of children participating in CalFresh (food support) is 325. The number of children receiving Medi-Cal is not available or suppressed based on the small figures. The number of children receiving Housing Support and Healthy Families support is also not available at this time. There are, however, 206 children, 0 to 18, in 105 families waiting for Section 8 housing support or vouchers (see **Table 3-11**).

Table 3-11 - Section 10
Families Receiving Public Assistance
Mono County Child Care Council Needs Assessment 2022

Item	Children 0 to 17
CalFresh - 2020 Data (1)	325
Housing Support	na
Medi-Cal (3)	na
Healthy Families (low cost insurance, but don't qualify Medi-Cal)	na
CalWORKs - 2019 Data (4)	12
Temporary Assistance for Needy Families [TANF]	na

Note: na means not available.

(1) Data Source: As cited on kidsdata.org, California Dept. of Social Services, CalFresh Data Dashboard

(2) Current no data on children receiving housing supports is available. According to Mammoth Lakes Housing, there are 206 kids, ages 0-18, and 105 families on the waitlist for Section 8 housing supports. Erik Guzman, Rural West Intern, 6.16.22 via email.

(3) Data for Mono County is suppressed. Data Source: As cited on kidsdata.org, Population Reference Bureau, analysis of U.S. Census Bureau American Community Survey microdata files (Jan. 2020).

(4) Data Source: As cited on kidsdata.org, California Dept. of Social Services, CalWORKs Cash Grant Caseload Movement Report; California Dept. of Finance, Population Estimates and Projections (May 2020). According to KidsData.org, there were 12 - 0 to 17 year olds in CalWORKs in 2019; data for 2020 is suppressed.

Sources: Kidsdata.org; Mammoth Lakes Housing; Brion Economics, Inc.

Section 11 - Children by Family Income and Age

Table 3-13 calculates the number of children in families by income category and age group. Based on the American Community Survey 5-Year Estimates (2018) and compiled by the Early Learning Needs Assessment Tool, created for the California Child Care Coordinators Association (CCCCA) by the American Institutes for Research (AIR), the percentage of families with incomes below the federal poverty level in the past 12 months for Infant/Toddler is 20.1%. For Preschool age children, it is 15.0% and for School Age, it is 11.3% or 13.3% for ages 0-12. Countywide, 233 children 12 and under live in families that earn less than the Federal Poverty Level, which was \$25,100 for a family of four in 2018.

The median income for a family of four in Mono County for 2020 is \$64,924 (in 2018 it was \$62,260). Using the Early Learning Needs Assessment Tool, created for the CCCC by the American Institutes for Research (AIR) for 2018 (the most recent data available), data on the number of children in each age group with family incomes that are below 85% of State Median

Income (SMI) is calculated. The AIR data shows that 65.3% of children aged under 2, 65.9% of children ages 2 to 4, and 60.5% of children 5 to 12 years old live in families earning less than 85% of SMI. The AIR percentages are based on numbers from the American Community Survey and are calculated separately from the total number of children they report, which is based on data from the Department of Public Health. According to AIR, these percentage data are more accurate, and BEI is using these factors here. Overall, 1,091 (62.3%) children 12 years and under in Mono County live in families that earn below 85% of SMI. **Table 3-13** also calculates the number of children by age group who live in families earning more than 85% SMI.

A total of 659 children 0-12 live in families earning more than 85% of SMI.

Table 3-12 - Section 11
Number of Children in Families by Income Category and Age Group
Mono County Child Care Council Needs Assessment 2022

Age	Infant/Toddler 0-24 months	Preschool 2-4 Years	School-Age 5-12 Years	Total 0-12 Years
Total Children by Age Group as of 2018	239	387	1,124	1,750
% of Children Living in Families Earning less than the Federal Poverty Level (1)	20.1%	15.0%	11.3%	13.3%
Children Living in Families Earning less than the Federal Poverty Level - 2018	48	58	127	233
Median Family Income for a Family of Four as of 2020 (2)				\$64,924
% of Children in Families earning less than 85% of State Median Income (1)	65.3%	65.9%	60.5%	62.3%
No. of Children in Families Earning less than 85% of State Median Income	156	255	680	1,091
Children in Families with Incomes above 85% SMI as of 2018	83	132	444	659
Percent of Children in Families with Incomes above 85% SMI	35%	34%	40%	38%

(1) This data is from the Early Learning Needs Assessment Tool compiled by American Institutes for Research.

The percentage used here is based on numbers from the American Community Survey, according to the AIR.

(2) Median income from American Community Survey 5-Year Estimates 2020.

Sources: American Community Survey 5-Year Estimates 2020; American Institutes for Research; Brion Economics, Inc.

Section 12 - Migrant Children

Currently, there is no data available on Migrant Children in the County.

Section 13 - Child Care Facilities

Table 3-13 summarizes new child care facilities that are being considered or under construction in Mono County. As of June 2022, there are approximately two new up-and-coming child care facilities throughout Mono County. In Incorporated Mammoth Lakes, the Town of Mammoth Lakes, the Mono County Office of Education (MCOE), and the Mono County Child Care Council (MCCCC) are working on a 2,700-square-foot child care facility that will be a part of the Town of Mammoth Lakes affordable housing project, The Parcel. This space is projected to support 8 Infant/Toddlers and 32 2- to 4-year-old children. The existing 20 child care spaces associated with the Mammoth Mono County State Preschool will move to The Parcel creating a net increase of 12 new child care spaces. The ground has been broken on this project and it is projected to open in the late fall of 2023.

Mammoth Lakes Hospital has recently hired a Program Director as of June 2022. Mammoth Hospital (MH) entered into a lease agreement with the Lutheran Church to use their basement space for childcare, as it has in the past. It is anticipated to open with 30 children. They are working on an on-site center, open date to be determined. We anticipate this program may open within the five year needs assessment; however, these child care slots have not been accounted for in the overall needs assessment.

There are also very preliminary discussions about another child care center serving 100 children in Mammoth Lakes. Not much information is available about this project, and it is, thus, not included in this Needs Assessment.

Table 3-13 - Section 13
Early Learning Care Facilities - Planned Projects in County
Mono County Child Care Council Needs Assessment 2022

Agency/Org.	Type of Facility	Timeframe	Number of Spaces			
			Infant - Toddler	Preschool	School Age	Total 0-12 Years
Preliminary Projects Under Discussion (1)						
MCOE & Mammoth Lakes	Center Based Care	by 2027	na	na	na	100
Mammoth Hospital Lutheran Church	Center Based Care?	2026	na	na	na	30
Projects Underway or Under Construction						
Mono County State Mammoth (2)	Expanding/Relocating					
The Parcel	State Preschool	2023	8	12	0	20

(1) These projects are very preliminary in nature and are not included in future supply of child care spaces, based on direction from the Superintendent of Schools, 6.15.22.

(2) This is an existing preschool program that will move to a new location and add 8 new infant and 12 net new preschool spaces. The provider currently has a license for 20 preschool spaces, and this will increase to 32 total preschool spaces, according to the Mono County Child Care Council. 6.15.22

Sources: Mono Child Care Council; Brion Economics, Inc.

Section 14 - Nontraditional Hours

There are only a handful of providers that offer evening and weekend care in the County, and they are all Family Child Care Homes (FCCHs). The following summarizes the options available.

- One FCCH is open Monday through Friday with evening care by arrangement;
- One FCCH is open Monday through Friday, and Saturday and Sunday, 9 am to 4 pm, with evening care by arrangement;
- One FCCH is open Monday through Friday with evening care available, and
- In summer, five preschools are closed, and two preschools operate year-round. One School Age program operates in the summer.

Section 15 - Early Learning and Care (ELC) Workforce and Quality Counts California (QCC)

Local Wages and Workforce

Wages in the child care field are significantly less than those in the public school system. This makes it difficult to attract staff for child care providers in Mono County due to the cost of living, including high housing costs and lack of affordable housing. Some providers have had to

close classrooms for a lack of staff. According to data from the Employment Development Department for the first quarter of 2022, for the Eastern Sierra – Mother Lode area, the average wage of a preschool worker is \$19.92 per hour or an annual salary of \$41,429. The median hourly wage is reported as \$18.34 per hour. In contrast, the average wage of a kindergarten teacher is about \$37.50 per hour or \$77,900 per year.¹¹ A preschool teacher on average makes 47% less or almost half of a kindergarten teacher in Mono County.

According to the Center for the Study of Child Care Employment in Berkeley, California, in 2019, the median wage for child care workers was \$13.43, for preschool teachers the median wage was \$16.83, and for preschool or child care center directors, the median wage was \$24.78.

Occupation	Median wage
Child care worker	\$13.43
Preschool teacher	\$16.83
Center director	\$24.78
Kindergarten teacher	\$41.86
https://cscce.berkeley.edu/workforce-index-2020/states/california/	

Current 2022 Job posting wages and salaries in Mono County were provided by the Local Planning Council Coordinator and are listed below:

- Program Director at COE: \$4,946 - \$6,988 per month
- Private Agency Childcare Program Consultant: \$35 per diem
- Lead Preschool Teacher/ Site Supervisor at COE: \$20.67 - \$26.44 per hour
- Private Agency Preschool Teacher: \$23.38 to \$25.03 per hour
 - based on qualifications
- Preschool Teacher at School District \$22.75 to \$32.00 per hour
- Private Associate Teacher: \$21.25 to \$22.75 per hour
 - based on qualifications
- Preschool Assistant Teacher/Aide COE: \$15.26 to \$19.44 per hour
- Private Teachers' Aide: \$19.33 to \$20.70 per hour

¹¹ See wages by occupation at <https://www.labormarketinfo.edd.ca.gov/data/oes-employment-and-wages.html> . Kindergarten teachers are assumed to be full time, 40 hours per week annually for hourly rate. Only annual salary is reported. The Eastern Sierra-Mother Load Area includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties. Data for Mono County alone is not available.

In Mono County, there are approximately 40 child care workers. Of those 40 workers, nine of them operate their own family child care homes, four are directors, eight are site supervisors and the remaining 19 workers are teachers or teacher's aids.¹² Each of these positions requires a separate set of early learning and care qualifications. Of the 40 workers, 13 participate in Mono Alpine Workforce Pathways Grant.¹³ Eight have obtained a new or upgraded their California Child Development Permit, four worked on higher education leading to degree attainment or permit maintenance and one worker worked on professional development. Mono County has had a difficult time retaining and filling open child care positions. Some of the challenges the council believes to be associated with workforce retention and recruitment are linked to low wages, qualifications, local housing costs, lack of available housing, especially rental housing, and its remote location.

The Mono County Child Care Council is interested in studying wages in the field further and may conduct additional studies on this issue in the near future.

Quality Counts California and Other Quality Programs

First 5 Mono spearheaded the creation of the Childcare Quality System Consortium to coordinate multiple funding streams and simplify participation for providers. First 5 Mono and partners braid funding from First 5 California, the California Department of Education (CDE), and the California Department of Social Services (CDSS) to provide support to child care sites and providers through the Childcare Quality System. Currently, 11 sites (five center-based and six Family Child Care Homes) participate in quality work. This represents 69% of license and license-exempt sites in the County.¹⁴

In addition to the quality work facilitated by First 5 Mono, the Mono County Child Care Council Coordinator facilitates the Quality Counts California (QCC) Mono/Alpine Workforce Pathways Grant (WPG). This grant supports early learning and care providers working in a child care facility that accepts state subsidies in the form of an individualized stipend. The QCC Workforce Pathways Grant is designed to align with the QCC professional development system and to focus on local workforce needs across all care setting types. There are currently 13 child care workers participating in this program according to staff. The goal of the Mono/Alpine Workforce Pathways Grant (WPG) is to support early learning and care providers in Professional Development, Higher Education, and California Child Development Permit attainment, matriculation, or advancement.¹⁵

¹² Data provided by the Mono County Child Care Coordinator for this effort.

¹³ Ibid.

¹⁴ Ibid.

¹⁵ Ibid.

Section 16 - Parent Needs and Concerns

The First 5 Mono Strategic Plan 2019-2024 reported that to address child care availability in the County, First 5 Mono applied for CDBG funds through the County and through MCOE for State Preschool funds. As a result of these funds and the efforts of partner agencies (the County Office of Education, Eastern Sierra Unified School District, and Mono County) three new preschools were opened in Mono County.

Section 17 - Access to Child Care

Access to early care and education means that parents, with reasonable effort and affordability, can enroll their child in an arrangement that supports the child's development and meets the parents' needs. In Incorporated Mammoth Lakes, the MCCCC Coordinator has participated in several planning meetings regarding The Parcel Child Care Project. This center is projected to open in the late fall of 2023. To increase access in Unincorporated Mono County, First 5 Mono partnered with Mono County and Eastern Sierra Unified School District to apply for Community Development Block Grant (CDBG) to open and operate two preschools in existing buildings. These preschools were opened in Bridgeport and Benton, two zip codes previously identified as Priority 1 for need. The Bridgeport Preschool is still open and in operation. The Benton Preschool closed in 2019 due to incredibly low enrollment (two children). First 5 Mono has been successful at obtaining Community Development Block Grant (CDBG) funds to increase access to child care in Unincorporated Mono County and plans to continue pursuing these opportunities in the future.

Section 19 - Self-Sufficiency

A resource for understanding family incomes in Mono County is the California Family Needs Calculator (formerly the Self-Sufficiency Standard Tool). Assuming a four-person household, with two adults, one infant, and one preschool age child in 2021, the family would require an annual income of \$98,503 to be self-sufficient.¹⁶ This is significantly more than the federal poverty guidelines or the SMI for a family of four.

Table 3-14 shows the various incomes required for different-sized families to be self-sufficient, including two-parent and single-parent households. As noted above, the median household income of a 4-person family is currently \$64,924, or about two-thirds of the needed income for

¹⁶ Data from the California Family Needs Calculator for 2021. Viewed April 2022. <https://insightcced.org/2018-family-needs-calculator/>

self-sufficiency. It should be noted that the rents listed do not reflect actual current rents in the County. Currently on Zillow, a 1-bedroom and 1-bath apartment rents for \$2,100 to \$2,500 per month. A 2-bedroom 2-bath apartment rents for \$2,650. In addition, there is little inventory available for rent. Only a handful of houses are for rent, and they are 4- and 5-bedroom houses for \$5,000 to \$15,000 per month mostly in the Mammoth Lakes area. These kinds of rents put even more pressure on families with children.¹⁷

Section 20 - Emergency Preparedness

According to the Mono County Child Care Council, the County does not have a formal emergency response plan. Rather, the County agencies work together closely to respond to emergencies as they arise.

Table 3-14 - Section 19
Self-Sufficiency - By Family Size and Type - 2021
Mono County Child Care Council Needs Assessment 2022

Item (1)	Two Parents	Two Parents	Single Parent	Single Parent
	One Infant, One Preschool	One Preschool One School Age	One Infant, One Preschool	One Preschool, One School Age
Rent	\$1,179	\$1,179	\$1,179	\$1,179
Utilities	\$147	\$147	\$147	\$147
Child Care	\$2,851	\$2,163	\$2,851	\$2,163
Health Care	\$901	\$910	\$843	\$852
Food	\$776	\$855	\$552	\$636
Transportation	\$624	\$624	\$326	\$326
Miscellaneous	\$648	\$588	\$590	\$530
Taxes	\$1,517	\$1,282	\$1,697	\$1,269
Child Care Tax Credit	(\$100)	(\$100)	(\$100)	(\$100)
Earned Income Tax Credit	(\$333)	(\$333)	(\$333)	(\$333)
SELF-SUFFICIENCY STANDARD				
Hourly Wage per Adult	\$23.32	\$20.78	\$44.04	\$37.89
Monthly Wage	\$8,209	\$7,315	\$7,752	\$6,669
Annual Wage	\$98,503	\$87,778	\$93,020	\$80,029
Emergency Savings (Monthly)	\$170	\$124	\$499	\$417

(1) Data for Mono County from <https://insightccd.org/family-needs-calculator/>
 Sources: The Self-Sufficiency Standard for California 2021, Center for Women's Welfare, University of Washington; Brion Economics, Inc.

¹⁷ As viewed at <https://www.zillow.com> for Mono County, for rent, on June 11, 2022.

Appendix A: Summary of Child Care Demand Factors from Literature Reviews in 2022 and 2006

Table A-1
Summary of Child Care Demand Factors from Literature Reviews in 2022 and 2006
California Child Care Needs Assessments and Other Child Care Studies

No.	Study Name	Uses children with working parents (LFPRs)	Demand Factors (1)			Other Demand Factors/Comments
			0-24 mo. Infant	2-4 years Preschool	5-12 years School Age	
2022 Literature Review						
1	Santa Clara County 2018 Child Care Needs Assessment	Yes, Infant - 55%, Preschool - 59%, School Age - 67%.	na	na	na	No further adjustment for demand for licensed care.
2	Alameda County Early Care and Education for All Needs Assessment Report, 2006	Single/Both Parents in Workforce - 61%. One or more parents NOT in Workforce - 39%.	21%	52%	22%	Workforce participation for one single parent or both two-parent families in the workforce.
3	San Diego County Local Child Care Needs and Barriers, May 2018	Yes, uses LFPR average of 60% for all ages, pg. 2.	na	na	na	Two-parent working households or a single working parent serves as a proxy for needing childcare. Demand is estimated at 60% percent of children ages 0-5 whose parents work outside the home. No further adjustment for demand for licensed care.
4	Calaveras County Child Care Needs Assessment 2018	LFPRs extrapolated. Number of children with parents in the workforce, pg. 63. Under 6 - 49.9%, Over 6 - School Age 70.2%.	na	na	na	The report uses other demand factors, family structure and family income levels.
5	Marin County Early Learning and Care Needs Assessment 2018-2019	LFPRs extrapolated. Number of children with parents in the workforce. Infant - 74%, Preschool - 55%, School Age - 69%.	na	na	na	The report uses additional demand factors, including family income levels.
6	Santa Cruz County Early Care and Education Needs Assessment, 2021	LFPRs extrapolated. Number of Children in Working Families, pg. 10. Infant - 58%, Preschool - 57%, School Age - 63%.	na	na	na	No further adjustment for demand for licensed care.
7	Los Angeles County 2017 Needs Assessment Technical Report	LFPRs extrapolated. Number of Children in Los Angeles Co, PDF page 14. Children with working parents, 2016, PDF page 20. Infant - 58%, Preschool - 60%, School Age - 73%.	na	na	na	No further adjustment for demand for licensed care.
8	Ventura County LPC Needs Assessment April 13, 2021	LFPRs extrapolated. Demographics Section 1. Children with all parents in the workforce Section 10. Infant - 60%, Preschool - 65%, School Age - 71%.	na	na	na	No further adjustment for demand for licensed care.

Table A-1
Summary of Child Care Demand Factors from Literature Reviews in 2022 and 2006
California Child Care Needs Assessments and Other Child Care Studies

No.	Study Name	Uses children with working parents (LFPRs)	Demand Factors (1)			Other Demand Factors/Comments
			0-24 mo. Infant	2-4 years Preschool	5-12 years School Age	
9	Stanislaus Child Development and Local Planning Council 2020 Child Care Needs Assessment	LFPRs extrapolated. Children with all parents in the workforce . Infant - 58%, Preschool - 58%, School Age - 65%.	na	na	na	No further adjustment for demand for licensed care.
10	Sonoma County Supplement to the 2014 Needs Assessment, Dec 2015	Yes, uses LFPRs, pg. 7. Infant - 64%, Preschool - 64%, School Age - 73%.	37%	85%	45%	Source: 2013 5-Year American Community Survey.
11	2017 San Mateo County Childcare and Preschool Needs Assessment	Yes, uses LFPRs, pg. 19.	37%	3-4 yr. olds	50%	Adjusts for children with all parents working except for 3 and 4 year olds.
12	Contra Costa County Comprehensive Countywide Child Care Needs Assessment – 2017 to 2027 (1)	Yes, uses LFPRs, pg. 36. Infant - 64%, Preschool - 64%, School Age - 67%.	32%	64%	33%	Source: 2015 American Community Survey 5-Year Estimates.
13	San Francisco Early Care and Education Needs Assessment, 2017	na	na	na	na	This study compares total children by age group to supply of licensed slots and calculated the % of demand (all children) met; it does not adjust # of children to estimate those needing licensed care.
2006 Literature Review						
14	Child Care Master Plan, City of Santa Monica - 1991	56% under 6, and 73% over 6	40%	64%	59%	Study breaks down ages from 0-2 years, 3-4 years, and 5-14 years. Demand factors are based on parent surveys.
15	A New Assessment of Child Care Need for Children Age 5 and Under in Santa Clara County 2002.	na	29% Center based care; 8% FCCH; 37% total	29% Center based care; 8% FCCH; 37% total	na	Study looks only at children ages 0 to 5 years old. Demand is estimated by type of licensed child care.
16	City of Alameda Child Care Needs - 2003	63% of families with children are considered "working" families where both parents or a single parent work.	16%	33%	51%	The study employs a Conservative Demand Estimate and Broad Demand Estimate. Figures shown here are for the Conservative Demand Estimate which does not assume that every "working" family requires licensed care.

Table A-1
Summary of Child Care Demand Factors from Literature Reviews in 2022 and 2006
California Child Care Needs Assessments and Other Child Care Studies

No.	Study Name	Uses children with working parents (LFPRs)	Demand Factors (1)			Other Demand Factors/Comments
			0-24 mo. Infant	2-4 years Preschool	5-12 years School Age	
17	Who's Minding the Kids? Child Care Arrangements: Winter 2002.	Doesn't discuss LFPR.	30%	30%	26%	This study is based on data from the Survey of Income and Program Participation (SIPP) which is collected by the U.S. Census.
18	Methodology: Child Care Demand, from Tompkins County, NY,	na	47%-69%	47%-69%	na	This study looks at children under age 6 who require care and summarizes results from four other studies which looked at demand.
19	Primary Child Care Arrangements of Employed Parents: Findings from the 1999 National Survey of America's Families, 2002	na	73%	73%	80%	These percentages refer to the number of children receiving care, both licensed and unlicensed.
20	The Demand and Supply of Child Care in 1990	83%	na	na	na	The report finds that 83% of children 0 to 5 years old have working parents, which is much higher than labor force participation rates we have found.
21	Linking Development and Child Care: A Toolkit for Developers and Local Governments, 2005	Does not appear to use LFPRs.	43%	43%	na	This study also looks at employee demand, which most studies do not consider.
22	Child Care and Housing Linkage Research Study - 2003 (1)	LFPRs vary by community area.	75%	100%	38%	
23	City of Palm Desert Child Care Facilities Impact Fee Nexus Study - 2005 (1)	53% for children under the age of 6 years, and 59% for children over 6 years old.	37%	80%	50%	This study looks at both residential and employment demand, although a fee was only established for non-residential development, as requested by the City.
24	City of South San Francisco Child Care Facilities Impact Fee Nexus Study - 2001 (1)	Yes, 100% of children with working parents	50%	50%	50%	Data was taken directly from the then current Needs Assessment, which assumed 100% of children with working parents needed licensed care. The city, however, targeted 50% of this figure because it felt that some parents desire and use unlicensed care.

(1) Studies prepared by Brion Economics, Inc., formally known as Brion & Associates.

Source: 2022 studies compiled by Brion Economics, Inc. in March 2022; 2006 studies compiled by Brion & Associates.

Appendix B: Detailed Child Care Supply Data

Table B-1

Mono County Child Care Center-Based Capacity List as if 2022

Mono County Child Care Council Needs Assessment 2022

Spring 2022											
Child Care Name & Location	License Number	Hours of Care	Full, Half day or Both	Ages	Capacity						Notes
					# of children Licensed for	Current capacity based on staffing	Total # Enrolled	Available Slots	# of Subsidized	# Wait List	
Bridgeport Elementary State Preschool	263808973	M- TH 8:00-2:55 & Fri. 8:00-1:10PM	Both	2.5-5	15	8	5	3	4	0	With 1 teacher, capacity is 8. if they had an additional teacher it would be 15
IMACA Coleville	263801648	7:45-11:15	half day	3-5	16	16	11	5	11	0	
IMACA Lee Vining	263801965	8:30-12:00	half day	3-5	15	15	6	9	6	0	
IMACA Mammoth Mammoth Lakes	263808944	8:00-4:00	Fall and Half	3-5	20	20	15	5	11	18	
Mammoth Kids Corner	263808342, 263808341	7:30-5:15 M-F	Full day only	0-5	42	28	28	0	2	35	8 Infants, 10 toddlers & 24 Preschool age.
MCOE Preschool	License exempt	3.5Hours M-F	Half	4-5	15	15	7	8	6	0	Does not maintain a waitlist
*(***)MCOE Discovery Group	License Exempt	90 Minutes	N/A IEP Program	3	3	N/A	3	N/A	0	0	Does not maintain a waitlist ; not included in NA Study
*(***)MWTC Child Development Center (CDC)	License exempt	M-F6:30-5:30	Full infant - Preschool, afterschool school and before school care 5-12	6 weeks- 12 years	118	36	13	22	0	N/A	16 Infants (6weeks-1), 10 pre toddler (1-2), 14 toddlers (2-3), 48 Preschool (3-5), & 30 School-age (6-12)
Totals					244	138	88	52	40	53	

* the numbers listed here omits the program with the one asterisk due to restrictions (parental employment, age or educational requirement).

(**) These programs have restricted numbers (parental employment, age or educational requirement).

Source: Mono County Child Care Council.

Table B-2

Mono County Child Care Family Child Care Home (FCCH) Capacity List as if 2022

Mono County Child Care Council Needs Assessment 2022

Spring 2022										
Location	Hours of Care	Full, Half day or Both	Ages	Capacity						Notes
				# of children Licensed for	Current capacity based on staffing	Total # Enrolled	Available Slots	# of Subsidized	# Wait List	
Mammoth Lakes	Mon-Sun 7:00AM-5:00PM *And later by arrangement	Both	0-12	8	8	8	0	8	No	
Mammoth Lakes	Mon-Fri 7:00AM-5:00PM Weekends OFF & Closes for the winter	both	0-13	8	4	4	4	1	No	
Mammoth Lakes	Mon-Fri 8:00AM-5:00PM	both	0-12	8	6	6	6	3	5	
Mammoth Lakes	Mon-Fri 7:00AM-6:00PM Sat-Sun 9:00AM-4:00PM (Evening care can be arranged)	both	0-12	8	8	8	0	8	2	
Mammoth Lakes	Mon-Fri 7:00AM-5:00PM (Evening care can be arranged)	both	0-12	8	6	6	2	6	0	
Mammoth Lakes	Monday-Friday 7:45 AM-5:10PM Weekends OFF	both	0-12	8	8	8	6	4	0	
Mammoth Lakes	M-F 8-4	Full	4	8	7	10	0	0	30	Kinder readiness. follows the MUSD school schedule. Following own curriculum. (8 if 2 are school aged). By school year prioritize taking those that can not get into T-K, K. Providing care the last two hours for own school age child
Crowley Lake	M-Th 8:30-4:30PM	Full	0-5	6	6	7	3	0	20	(8 if 2 are school aged). Monday (3), Tuesday (0), Wednesday (0), Thursday (0)
June Lake	MON: 8 AM-12:30PM 8:30 AM - 5:30 PM TUES-FRI:			8	6	6	0	3	2	
Total				70	59	63	21	33	59	

Source: Mono County Child Care Council.

Table B-3

Mono County Child Care After School Capacity List as if 2022

Mono County Child Care Council Needs Assessment 2022

Spring 2022											
Location	License	Phone	Hours of	Ages	Capacity						Notes
					# of children Licensed for	Current capacity based on staffing	Total # Enrolled	Available Slots	# of Subsidized	# Wait List	
Husky Club Mammoth Lakes	License Exempt	760-924-5622	After school care. Subject to change for summer	TK-5th Grade	90	60	90	0	21	10	Serve about 55-60 kids per day. Available Slots subject to change due to staffing.
Lee Vining	License Exempt				40	0	0	0	20	0	Licensed for 20-40 kids but is based on staffing. Expanded learning programs (Formally known as after school child care). ACEs, specific hours and days of attendance to maintain the grant, in search of staffing (both coordinator and aide) 18+
Coleville	License Exempt	530-495-2541	After school 2-6PM	TK-8th	40	20	20	0	20	0	Licensed for 20-40 kids but is based on staffing. ACEs, specific hours and days of attendance to maintain the grant, aide position open for 18
Totals					170	80	110	0	61	10	

Source: Mono County Child Care Council.

Appendix C: Local Zip Code Priorities Analysis – May 2022

Mono County Zip Code Priorities 2022-2023

Data based on American Institutes for Research (AIR) Early Learning Needs Assessment Tool (ELNAT), five-year estimates from American Community Survey
Based on the number of licensed child care slots.

Zip Code Priorities for Infant Toddler Full-Day Care (CCTR)

age group 0-2 yrs.

Zip Code	# of children	# of slots	# underserved	% underserved	# of eligible (SMI)	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton (1)	5	0	5	100%	4	0	4	100%	3
93514 Swall/Par/Chal (2)	28	0	28	100%	20	0	20	100%	1
93517 Bridgeport (3)	21	0	21	100%	15	0	15	100%	1
93529 * June Lake (4)	15	6	9	60%	12	0	12	100%	1
93541 Lee Vining (5)	11	0	11	100%	7	0	7	100%	3
93546 Mammoth (6)	262	54	208	79%	186	0	186	100%	1
96107 Coleville (7)	37	0	37	100%	25	0	25	100%	1
96133 ** Walker (8)	5	0	5	100%	4	0	4	100%	1
<i>All of Mono County</i>	384	60	324	84%	273	0	273	100%	N/A

Zip Code Priorities for Ca State Preschool (CSPP) Full & Part-Day

age group 3, 4 & 5 yrs

Zip Code	# of children	# of slots	# underserved	% underserved	# of eligible (SMI)	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton	5	0	5	100%	4	0	4	100%	3
93514 Swall/Par/Chal	26	0	26	100%	18	0	18	100%	3
93517 Bridgeport	21	15	6	29%	13	15	0	0%	3
93529 * June Lake	16	0	16	100%	11	0	11	100%	2
93541 Lee Vining	9	15	0	0%	7	15	0	0%	3
93546 Mammoth	250	71	179	72%	171	35	136	80%	1
96107 Coleville	34	16	18	53%	24	16	8	33%	1
96133 ** Walker	5	0	5	100%	4	0	4	100%	3
<i>All of Mono County</i>	366	117	255	70%	252	81	181	72%	N/A

Zip Code Priorities for School-Aged Care (CCTR)

age group 6-12 yrs

Zip Code	# of children	# of slots	# underserved	% underserved	# of eligible (SMI)	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton	12	0	12	100%	8	0	8	100%	3
93514 Swall/Par/Chal	65	0	65	100%	40	0	40	100%	3
93517 Bridgeport	50	0	50	100%	30	0	30	100%	1
93529 * June Lake	37	0	37	100%	23	0	23	100%	3
93541 Lee Vining	25	40	0	0%	15	40	0	0%	3
93546 Mammoth	621	90	531	86%	380	90	290	76%	1
96107 Coleville	87	40	47	54%	53	40	13	25%	1
96133 ** Walker	12	0	12	100%	8	0	8	100%	3
<i>All of Mono County</i>	909	170	754	83%	557	170	412	84%	N/A

Child Care Needs for children 0-12 years of age

All of Mono County	# of children	# of slots	# underserved	% underserved	# of eligible (SMI)	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
	1,659	347	1,312	79%	1,082	251	831	77%	N/A

Notes:

Data based on American Institutes for Research (AIR) Early Learning Needs Assessment Tool (ELNAT), five-year estimates from American Community Survey (2018 Data)

Number of children living in households earning under 85% state median income (SMI) derived American Institutes for Research (AIR) Early Learning Needs Assessment Tool (ELNAT), five-year estimates from American Community Survey (2018 Data)

Number of subsidized slots is determined by the number of child care slots a program is licensed for.

To determine the number of eligible underserved children subtracted the number of available slots from the number of eligible children. If the number is negative we have a surplus of slots thus resulting in 0 # of eligible underserved.

To determine the % of eligible underserved children divide number eligible underserved children by the number of eligible children multiple by 100.

Additional information: To determine the % of children served divide the number of subsidized slots by the number of eligible children.

Swall Meadows, Paradise and Chalfant have a Zip Code that is in both Mono and Inyo County. Mono County makes up 7.3% of over all number. To determine the number of children for that zip code you multiplied the total number of children for that zip code by .073. They are closer to Inyo County and receive services there

*Children in June Lake often receive services in Lee Vining.

** Children in Walker often receive services in Coleville.

The # of child care slots is a combination of Family Child Care Home and Licensed Center-based Child Care slots. The specific # is determined by the number of children the Family Child Care Home (FCCH) and Licensed Center-based Child Care is licensed for and assuming most FCCH slots are for infants and toddlers. This number excludes the Mountain Warfare Training Center (MWTC) Child Development Center as these slots are restricted by parental employment.

California Department of Education and California Department of Social Services Zip Code Priority Setting Process:

Setting the Zip Code Priorities for Counties with under 60,000 residents (Tuolumne County; San Benito County; Calaveras County; Siskiyou County; Amador County; Lassen County; Del Norte County; Glenn County; Colusa County; Plumas County; Mariposa County; Inyo County; Trinity County; **Mono County**; Modoc County; Sierra County; and Alpine County)

Priority 1: A zip code qualifies as Priority 1 when there are 50% or more of eligible children underserved, and there are more than 10 eligible children underserved.

Priority 2: A zip code qualifies as Priority 2 when there are 35% or more of eligible children underserved, and there are more than 10 eligible children underserved.

Priority 3:

Option 1: A zip code qualifies as Priority 3 when there are 20% or more of eligible children underserved, and there are more than 10 eligible children underserved.

Option 2: All other zip codes in the county.

Option 3: No other zip codes in the county

Mono County Child Care Council (4/15/2022), Mono County Superintendent of Schools (4/15/2022) and Mono County Board of Supervisors (5/18/2022) Approved Report

Appendix D: Mono County Child Care Activities Matrix, First 5, Spring 2022

Mono County Child Care Activites Matrix, Spring 2022
First 5 Mono

Agency	Activity	Role
First 5 Mono	applying for CSPP Expansion Grant, Early Educator Teacher Development Grant in partnership with MCOE	grant writing
	sought Child Care Council support for CDBG application--will meet with Dan Holler 4/21/22	grant writing
MCOE	Took over 3 preschool rooms from IMACA	operation
	plans to apply for Resource & Referral and Alternative Payment Program Grants	application & implementation
	Talking with the Town about a new facility	discussion partner, hoped implementation
	Provide care at the Parcel	interior construction & operation of 3 classrooms
Mono County	Partner with First 5 & ESUSD on CDBG grant for Child Care	fiscal agent

Activities, Facilities, and Need

Activity	Partners	Notes	Projected slot increase
Funding Applications	Mono County, MCOE, First 5 Mono, Eastern Sierra & Mammoth Unified School Districts	completed: CSPP Expansion in development: Early Educator Development Grant, CDBG funding opportunity: operations (Bridgeport), CDBG planning (Walker--timeline too tight for two applications, TOML not interested in accessing planning funds, see activites below), DSS Facilities Grant	NA
Operation of State Preschools	MCOE, Eastern Sierra Unified School District	Continuing operations in the face of IMACA's decision to end preschool operations is only possible due to significant efforts on the part of MCOE.	NA

Mammoth Lakes Only

Facilities			
Concept Facility	MCOE, TOML	TOML & MCOE have renewed discussions about an additional facility in the TOML. The Towm offered to present at the June F5 meeting to share plans.	100
Mammoth Hospital	Lutheran Church, Mammoth Hospital	Mammoth Hospital (MH) entered in a lease agreement with the Lutheran Church to use their basement space for childcare as it has been in the past. By 2026, on-site childcare facility, MH is currently working with an architect.	30
TOML increase if all plans actualized			130

Needs Assessment

Data Source	Need comparison with & without 4 year olds & between First 5 Mono (F5M) & Mono County Child Care Council (MCCCC)	Projected slot need
Mono County Childcare Council Data	2022-23 MCCCC Zip code priority, based on American Insitute of Reserch Population Data	387
	MCCCC Zip code priority omitting 4 year olds who will have a slot in the TK-12 system	260
First 5 Mono Data	2019 F5M Data using past 5 year average of kindergarten population as population data	231
	F5M omitting 4 year olds who will have a slot in the TK-12 system	104
2026 need range: First 5-MCCCC		104-260
2026 need range if plans are actualized		negative 52 to 75

See pages 1-2 for notes on the matrix.

First 5 Mono

Mono County Child Care Activities Spring 2022 Matrix Notes

The First 5 Mono Childcare Needs Assessment in 2019 identified a slot need of 231 in the Town of Mammoth Lakes, the Mono County Child Care Council's (MCCCC) 2022-23 Zip Code Priorities identified a need of 387. The substantial difference of 156 slots is because: First 5 Mono projections identify the need for 6 months to 2 year olds as 80%, the zip code priorities' assume a 100% need. The 80% projection takes into consideration families with a non-working parent; and families who use family, friends, and neighbors for care (a category which has grown during COVID). The American Institute of Research data used for the zip code priorities uses national-level population models, while First 5 Mono uses local 5-year kindergarten averages and projects the same number of infants, one, two, three, four, and five year olds.

As transitional kindergarten is phased in to include all 4 year olds in the TK-12 system by 2026, the need for childcare slots will decrease by 127 (an estimate of 4 year olds based on the 2020-based 2021 census estimates for 0-5 year olds--636--divided by 5) which arrives upon a need of between 104 and 260 slots.

By 2026 between the Town, MCOE, and the Hospital, 156 slots are planned to be added--over the First 5 projected need by 52 and under the zip code priority projection by 75.

As the community seeks to address this need, it seems wise to support existing plans and learn about actual slot need after expansion to understand if a need still exists. Additionally, attracting staff for the planned facilities will be a feat, adding another planned facility will make it harder for all projects to find adequate staffing.

Town and hospital resources are dedicated to childcare facilities, so the remaining need is for financial support to parents and providers. Scholarships provided to parents for care could be addressed with a CDBG public service operations award for some classrooms at the concept facility and or the Parcel. Such an application would need to align with the opening of the concept facility and the Parcel, both of which are projected to align with the 2023 CDBG Notice of Funding Award (NOFA). Another concept to address childcare operations funding (also included in the 2019 First 5 Mono Childcare Needs Assessment) is Breckenridge scholarship model --a municipally tax which funds scholarship program to families (see excerpt from that assessment below). Locally, perhaps such funding could be administered through the Alternative Payment Program which already allocates state funds for childcare for children from families with low income. Lastly, the issue of provider pay continues to be a major limiting factor in the lack of providers and the ability to recruit for the future workforce. In San Francisco in May of 2022 a tax-funded minimum income of \$30,000 for providers was adopted, for more information see this article: <https://www.ktvu.com/news/early-childhood-educators-in-san-francisco-may-get-up-to-30000-pay-raise>.

Excerpt from First 5 Mono 2019 Childcare Needs Assessment

Municipal Support of Child Care, Breckenridge Example

Since 2007, the Town of Breckenridge has provided over \$6.5 million to the Tuition Assistance Program to support local families and workforce. Breckenridge recognized that without access to affordable, quality early childhood care and education, parents could not be part of the vital workforce and contribute to the community character the Town desired.— 2016 Child Care Needs Assessment (Tuition Assistance totals through December 2017)

In 2007 the Council authorized its first formal Needs Assessment. Then working together the Council Housing and Child Care Committee and the stakeholder taskforce created a roadmap for a public-private partnership that would increase capacity, strengthen the financial position of our schools and assure working families had access to quality affordable child care. To increase capacity and meet the need indicated by the burgeoning waitlists one of the first actions for the

First 5 Mono

Mono County Child Care Activities Spring 2022 Matrix Notes

Council committee was to identify a parcel of Town owned land & commence planning for a new school to provide slots for children who were not able to find space in our existing network. We broke ground in the fall of 2007 and conducted RFP process to bring in a qualified operator to run this new school which created 65 new slots and is now known as Timberline Learning Center. To address the financial challenges our non profit schools had with low tuitions and low salaries we paid off the debts/ mortgages at our partner schools. This enabled them to stabilize their budgets and put those dollars that had been going to their mortgages into a capital reserve fund to insure the schools would have the means to maintain their buildings without having to fundraise for new roofs, hvac systems or other large capital expenses. To address salaries and tuition we created a Tuition Assistance & Salary Supplement Program. This gave an immediate infusion to the schools to raise wages approximately 30% up to \$13.00/hour (2007) with the direction to also raise tuition rates over the next 5 year to cover the true cost of care in order to support those higher more competitive salaries. In order to assure families could still afford the rising tuition cost we created a Tuition Assistance program for local working families who are cost burdened by their monthly child care bill. This needs based cost sharing program provides relief to families who live and/or work in the Upper Blue and are paying more than 13 – 16% of their gross income on childcare. Our program provides tuition assistance covering the gap between what a family can afford and the full daily tuition rate. (Child Care Initiative 2017-18 Annual Report, page 4) <https://www.townofbreckenridge.com/home/showdocument?id=16630>

(Childcare Needs Assessment, Town of Breckenridge 2016)

<https://www.townofbreckenridge.com/home/showdocument?id=11462>



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: CAO

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scott Armstrong, Regional Broadband
Coordinator

SUBJECT Update from Regional Broadband
Coordinator on FCC Broadband Map
and Federal Affordable Connectivity
Program

AGENDA DESCRIPTION:

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

Presentation from Scott Armstrong, Regional Broadband Coordinator with the Eastern Sierra Council of Governments, regarding: 1) the need for residents and business owners to verify their Internet service availability and locations; and 2) the availability of a Federal Affordable Connectivity Program that can help low-income households pay for broadband service and internet-connected devices.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Mary Booher

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time	Who	Approval
3/16/2023 9:59 AM	County Counsel	Yes

3/16/2023 9:53 AM

Finance

Yes

3/16/2023 10:00 AM

County Administrative Office

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: CAO, County Counsel, Finance

TIME REQUIRED 15 minutes

SUBJECT Grant Agreement to Mammoth Lakes Housing (MLH) for the Innsbruck Lodge Affordable Housing Project and Appropriations Increase

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Acting County
Administrative Officer

AGENDA DESCRIPTION:

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

At the January 18, 2022 Board of Supervisors meeting, the Board made a financial commitment of up to \$550,000 towards MLH's Innsbruck Lodge Affordable Housing project, a project to convert an existing hotel into 15 affordable residential units and one manager's unit. To execute the transfer of funds to MLH, a request is being made for the Board to approve a County grant agreement between the County and MLH, making a revocable grant in an amount not to exceed \$1 million, restricted to the acquisition, construction, and development of seven County-Assisted units. The grant provides for a 55-year use restriction against the property. A request is also being made to increase the appropriations in the County's Affordable Housing fund by \$550,000 so that disbursement can be made directly to MLH. The County's affordable housing fund has an estimated spendable carryover balance of \$1,072,000.

RECOMMENDED ACTION:

Approve the County Grant Agreement between the County and Mammoth Lakes Housing and authorize the Chair of the Board of Supervisors to sign on behalf of the Board. Approve increasing appropriations in the County's Affordable Housing fund from \$276,000 to \$826,000, an increase of \$550,000 (requires 4/5ths vote). Authorize the County Administrator to enter documents necessary to effectuate the aforementioned, in a form substantially similar to the agreements attached to this item, upon approval by County Counsel.

FISCAL IMPACT:

The expenditure of \$550,000 of affordable housing dedicated resources towards a project expected to provide seven County-Assisted units will leave a balance of approximately \$558,000 at June 30, 2023.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Commitment Letter
ATR - Affordable Housing fund
Form of Grant Agreement
Form of Regulatory Agreement

History

Time	Who	Approval
3/14/2023 3:26 PM	County Counsel	Yes
3/15/2023 12:05 PM	Finance	Yes
3/15/2023 7:44 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Date: March 7, 2023

RE: Grant agreement for up to \$1 million of affordable housing funds to Mammoth Lakes Housing (MLH) as additional financing towards the Innsbruck Lodge Affordable Housing project

Recommended Action:

Approve the Grant Agreement between the County and MLH and authorize the Chair of the Board of Supervisors to sign on behalf of the Board.

Approve increasing appropriations in the County's Affordable Housing fund from \$276,000 to \$876,000, an increase of \$550,000 (requires 4/5ths vote).

Discussion:

On January 18, 2022, the Board of Supervisors sent a letter of financial commitment to the State Department of Housing and Community Development supporting MLH's Project Homekey application to convert an existing lodging facility into 15 affordable residential units plus one manager unit. The County committed to up to \$550,000, at 0% interest with no repayment required, as financial assistance towards completion of this project.

MLH closed escrow in August 2022 to purchase the property. Conversion into affordable housing units is financed with the Project Homekey award of \$4.56 million, one of four from the rural balance of state counties and the only one known for the tri-county area of Alpine, Inyo, and Mono. Additional funds to complete the financing on the completed project is \$700,000 to be contributed by the Town of Mammoth Lakes.

The project will support households earning up to 80% of average median income (AMI), currently \$45,300 for a single person household. Occupancy is tentatively anticipated for July 2023. Once completed, MLH will own and operate the housing units.

To execute the transfer of County funds and to ensure these funds are spent for the purposes intended by the Board of Supervisors, staff are recommending the Board approve the attached grant agreement and authorize the Chair of the Board to sign on behalf of the Board. Additionally, an increase of \$550,000 in appropriations is needed in the County's affordable housing fund, which currently has a spendable carryover balance of \$1,072,000. Once the grant agreement is signed by all parties and the budget increase is approved, Finance will transmit the \$550,000 in funding to MLH.



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Robert C. Lawton
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
 rlawton@mono.ca.gov
 www.mono.ca.gov

January 18, 2022

BOARD OF SUPERVISORS

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Bob Gardner / District 3

VICE CHAIR

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

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DISTRICT ATTORNEY

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SHERIFF / CORONER

Hon. Ingrid Braun

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Malinda Huggins

BEHAVIORAL HEALTH

Robin Roberts

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Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Alicia Vennos

EMERGENCY MEDICAL SERVICES

Chief Chris Mokracek

FINANCE

Janet Dutcher
 CPA, GCFM, MPA

INFORMATION TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Tony Dublino

SOCIAL SERVICES

Kathy Peterson

State of California
 Department of Housing & Community Development
 2020 W. El Camino Ave., Suite 500
 Sacramento, CA 95833

RE: PROJECT HOMEKEY APPLICATION – LOCAL MATCH COMMITMENT

913 Forest Trail
 Mammoth Lakes, CA 93546
 APN: 033041006000

To Whom It May Concern:

Mammoth Lakes Housing, a certified Community Housing Development Organization, is applying for funding under the Project Homekey program for the conversion of an existing hotel into approximately 15 studio, affordable apartments.

Mono County, in support of this project, is committing the following permanent sources of funding to assist with the completion of this critical project, as directed by the Board of Supervisors at their January 18, 2022 meeting.

NAME OF SOURCE: Up to \$550,000
 Borrower Name: Mammoth Lakes Housing, Inc.
 Project: 913 Forest Trail
 Mammoth Lakes, CA 93546
 APN: 033041006000
 Interest Rate: 0%
 Term: Permanent, Grant, No Repayment Required

This financial commitment is an interest-free, cash, grant investment to support affordable community housing.

If you have any questions regarding these funds, please do not hesitate to contact me at (760)-932-5415 or by email at RLawton@mono.ca.gov.

Sincerely,

Robert C. Lawton
 County Administrative Officer

**COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST**

Department Name:	Finance	Date:	2/14/2023
Prepared by:	Janet Dutcher, Finance Director	Phone:	760-932-5494

Action Type -
 Line Item Increase: + **Make sure revenue increases and use of fund balance are negative in the adjustment column
 Line Item Decrease: - **Make sure expenditure decreases are negative in the adjustment column

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
	188-27-251-47020	Contributions to Non-Profits	\$0.00	\$550,000.00	\$550,000.00
		Fund Balance		(\$550,000.00)	(\$550,000.00)
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total (Must equal \$0)				\$0.00	

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why was this revenue not anticipated at time of Budget Development?
 Budget amount withheld from the approved budget until grant agreement with Mammoth Lakes Housing was ready to be executed because the grant agreement provides legal spending constraints on the funds.

2 - Why are funds available for the budget adjustment?
 The County Board of Supervisors has been accumulating resources in its Affordable Housing fund for several years now and the project being pursued by Mammoth Lakes Housing, the Innsbruck Lodge Affordable Housing project meets the types of projects the Board envisioned for the use of these resources. At June 30, 2022, the fund had a spendable fund balance of \$827,822, and is anticipated to have a carryover balance of \$521,000, if this request is approved and funds are disbursed to Mammoth Lakes Housing.

3 - Is this a non-recurring event or should this be reflected in next years budget?
 There is remaining an amount of \$450,000 committed by the grant agreement but not yet appropriated for the project that may be included in the next year's budget.

Budget Request detail

<input type="checkbox"/> Board Approval not required	<input type="checkbox"/> Revenue increase/decrease
<input checked="" type="checkbox"/> Board Approval required	<input checked="" type="checkbox"/> Appropriation increase/decrease
<input type="checkbox"/> Request for Contingency	

1. Department Head - Signature	2. Budget Office - Signature
3. Finance Director - Signature	4. CAO Office - Signature

COUNTY GRANT AGREEMENT

Between

MONO COUNTY

and

INNSBRUCK LODGE AFFORDABLE HOUSING, LLC

(Innsbruck Lodge - County Grant)

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COUNTY GRANT AGREEMENT
(Innsbruck Lodge –County Grant)

This County Grant Agreement (the "Agreement") is dated as of _____, 2022 (the "Effective Date"), and is between the Mono County, a municipal corporation (the "County") and Innsbruck Lodge Affordable Housing, LLC, California a limited liability company ("Grantee") and controlled affiliate of Mammoth Lakes Housing, Inc, a California nonprofit public benefit corporation.

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The Department of Housing and Community Development ("HCD") issued a Round 2 Notice of Funding Availability ("NOFA") for the Homekey Program, established by California Health and Safety Code Section 50675.1.1 (the "Homekey Program"), on September 9, 2021. The NOFA incorporates by reference the Multifamily Housing Program ("MHP"), as well as the MHP Final Guidelines ("MHP Guidelines"), dated June 19, 2019, both as amended and in effect from time to time. In addition, the NOFA states that Homekey grant funds are derived primarily from the Coronavirus Fiscal Recovery Fund (CSFRF), established by the American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2).

C. The Homekey Program was established during the COVID-19 Pandemic to assist Homeless Households and At Risk of Homelessness Households impacted by COVID-19. Through its September 9, 2021 NOFA, HCD considers Homeless Households and At Risk of Homelessness Households to be inherently impacted by the COVID-19 Pandemic ("Target Population").

D. The County and the Grantee jointly applied and were awarded Homekey Funds from HCD which shall be disbursed pursuant to the terms of Standard Agreement No. 21-HK-17233, dated May 15, 2022, by and among HCD, the County and the Grantee, which shall govern the expenditure of the Homekey Funds (the "Standard Agreement").

E. The Grantee owns a fee title interest in certain real property located at 913 Forest Trail, Mammoth Lakes, California (APN-033-041-006-000), as more particularly described in Exhibit A (the "Property"). As of the date of acquisition, the Property is improved with seventeen (17) hotel rooms and one (1) manager's unit, which will be converted into thirteen (13) affordable studio apartments, two (2) affordable one-bedroom apartments, and one (1) manager's unit (the "Improvements"). The Property and Improvements are referred to in this Agreement as the "Development."

F. The Grantee and the County intend for the Development to be used as Permanent Housing.

G. The County desires to make a revocable grant to Grantee in an amount not to exceed Five Hundred Fifty Thousand Dollars (\$550,000) from the County's general fund funds ("County Funds") to fund a County Operating Subsidy Reserve (the "Grant").

H. Pursuant the terms of the Standard Agreement, the County is required to cause a 55-year use restriction to be recorded against the Property in first lien priority (the "Use Restriction") to secure performance under the Standard Agreement. A copy of the form of Use Restriction is attached as Exhibit D.

I. The Grant is being made to finance the rehabilitation of the Development. The Development will increase the supply of affordable rental housing in Mono County.

J. Pursuant to the California Environmental Quality Act ("CEQA") (California Public Resources Code § 21000 et seq.) and its implementing guidelines, the County prepared, reviewed, and approved the Notice of Exemption under 14 CCR 15268, because this Development is a Streamlined Infill Project that satisfies objective planning standards set forth in Senate Bill 35 (SB 35) (Government Code § 65913(a)) and is subject to the streamlined ministerial approval process provided for in Government Code §§ 65913(b) and (c). The proposed project is therefore a ministerial project that is statutorily exempt from CEQA pursuant to Public Resources Code § 21080(b)(1) and Government Code § 65913.4.

K. HCD announced that the Homekey Funds are not subject to National Environmental Policy Act ("NEPA"). The County has not committed and is not using any federal funds to fund the Grant; thus, the County has determined that no NEPA review is required.

WITH REFERENCE TO THE FACTS RECITED ABOVE, the County and the Grantee (collectively, the "Parties") agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

(a) "30% AMI Household" means a household whose Adjusted Income does not exceed 30% of Area Median Income.

(b) "Affiliate" means an entity that is controlling or controlled by Grantee. For the purposes of this definition "Control" means (1) direct or indirect management or control of the managing member or members in the case of a limited liability company; (2) direct or indirect management or control of a general partner or general partners in the case of a partnership; and (3) direct or indirect control of a majority of the directors in the case of a corporation.

(c) "Agreement" means this Homekey County Grant Agreement, as such may be amended from time to time.

(d) "Approved Financing" means all of the following loans, grants and equity obtained by Grantee and approved by the County for the purpose of financing the Development, in addition to the Grant, which include the following, estimated as of the Effective Date:

(1) A grant of approximately Four Million Five Hundred Sixty Thousand Dollars (\$4,560,000) of Homekey program funding from HCD (the "Homekey Acquisition Funds") or such other amount approved by HCD; and

(2) A grant of One Million Dollars (\$1,000,000) from the Town of Mammoth Lakes ("Town") from the Town's general fund for acquisition and rehabilitation.

(e) "Approved Financing Plan" means the Financing Plan approved by the County as of the date of this Agreement, attached to this Agreement as Exhibit B, incorporated herein by this reference, as the same may be amended pursuant to Section 3.5. The Approved Financing Plan shall be updated at the Close of Escrow without need for amendment of this Agreement.

(f) "Area Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Mono, California as published from time to time by HUD. 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 other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(g) "At Risk of Homelessness Household" means a household that is at risk of homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation. The definition of At Risk of Homeless Households under 24 CFR 578.3 includes limited requirements that an individual or family also qualify as a 30% AMI Household.

(h) "CEQA" has the meaning set forth in Paragraph J of the Recitals.

(i) "Certificate of Occupancy" means the final certificate of completion or certificate of occupancy issued by the Mono County, or comparable County sign-off on the completion of conversion of the Development.

(j) "Closing Date" means the date that Grantee acquires title to the Property and all deeds of trust associated with Approved Financing as shown on the Approved Financing Plan are recorded against the Grantee's fee interest in the Property.

(k) "Completion Date" means the date that a Certificate of Occupancy, or equivalent document is issued by the County to certify completion of the rehabilitation and conversion of the Development.

(l) "County" has the meaning set forth in the first paragraph of this Agreement.

- (m) "County-Assisted Units" has the meaning set forth in Recital I.
- (n) "County Board" refers to the Board of Supervisors of the County of Mono.
- (o) "County Executive Officer" refers to the County Administrative Officer of Mono County, or an authorized designee.
- (p) "Default Rate" has the meaning set forth in Section 6.2(a)(4).
- (q) "Development" has the meaning set forth in Paragraph E of the Recitals.
- (r) "Escrow" means the escrow account established by the Grantee for the closing of Development financing with Inyo-Mono Title Company in its Bishop office, located at 873 North Main Street, Bishop, CA 93514, or another escrow company satisfactory to the County.
- (s) "Event of Default" has the meaning set forth in Section 6.1.
- (t) "Grant" has the meaning set forth in Paragraph G of the Recitals.
- (u) "Grant Documents" means this Agreement, and the Use Restriction.
- (v) "Grantee" has the meaning set forth in the first paragraph of this Agreement.
- (w) "Hazardous Materials" has the meaning set forth in Section 4.6.
- (x) "Hazardous Materials Claims" has the meaning set forth in Section 4.6.
- (y) "Hazardous Materials Law" has the meaning set forth in Section 4.6.
- (z) "HCD" has the meaning set forth in Paragraph B of the Recitals.
- (aa) "Homekey" has the meaning set forth in Paragraph B of the Recitals.
- (bb) "Homekey Funds" means the Homekey Acquisition Funds provided by HCD under the Standard Agreement.
- (cc) "Homekey Term" means the period beginning on the date of this Agreement and ending on the fifteenth (15th) anniversary of the Completion Date.
- (dd) "Homekey Regulations" has the meaning set forth in Paragraph B of the Recitals.
- (ee) "Homeless Household" means individuals and families who are experiencing homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (ff) "Improvements" has the meaning set forth in Paragraph E of the Recitals.

(gg) "Low Income Household" means a household with an Adjusted Income that does not exceed the qualifying limits for lower income households, adjusted for Actual Household Size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD.

(hh) "Management Plan" has the meaning set forth in Section 3.2 of the Use Restriction.

(ii) "Notice of Completion" means the Notice of Completion executed by Grantee in the form specified in California Civil Code Section 8182.

(jj) "Operating Agreement" means the Operating Agreement executed by the members of Grantee, as may be amended pursuant to the requirements of Section 7.8 hereof.

(kk) "Participant Selection Plan" means the Selection Plan, which contains a prioritization system based on greatest need developed in collaboration with the local continuum of care, attached hereto as Exhibit E, incorporated herein by this reference.

(ll) "Permanent Housing" means housing, dwellings, or other living accommodations where the landlord does not limit the tenant's length of stay or restrict the tenant's movements and where the tenant has a lease and is subject to the rights and responsibilities of tenancy under California Civil Code Section 1940 et seq.

(mm) "Permitted Transfer" has the meaning set forth in Section 4.12(c).

(nn) "Program Participant" means a person or household which is a member of the Target Population who occupies a Unit in the Development.

(oo) "Property" has the meaning set forth in Paragraph E of the Recitals.

(pp) "Risk Management" means the Mono County's Department of Risk Management.

(qq) "Schedule of Performance" means the schedule for performance of various tasks and obligations under this Agreement that is attached as Exhibit C, as such may be modified pursuant to Section 3.1.

(rr) "Services Budget" has the meaning set forth in Section 3.6.

(ss) "Services Plan" has the meaning set forth in Section 3.6.

(tt) "Standard Agreement" has the meaning set forth in Recital D.

(uu) "Target Population" has the meaning set forth in Recital C.

(vv) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifteenth (15th) anniversary of the Completion Date.

(ww) "Transfer" has the meaning set forth in Section 4.12.

(xx) "Unit" means one (1) of the approximately sixteen (16) affordable housing units to be constructed at the Development, including one (1) unrestricted manager's unit.

(yy) "Use Restriction" has the meaning set forth in Recital H.

Section 1.2 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: Approved Financing Plan
- Exhibit C: Schedule of Performance
- Exhibit D: Form of Use Restriction
- Exhibit E: Participant Selection Plan

ARTICLE 2.
GRANT PROVISIONS

Section 2.1 Grant.

Subject to the satisfaction of the conditions set forth in this Article, the County shall provide to Grantee the Grant, which the Grantee may use solely to fund the acquisition, construction, and operation of the Improvements for the Homekey Term, consistent with the terms of the Use Restriction and the Standard Agreement. Except as set forth in Section 2.4, Grantee has no obligation to repay the Grant.

Section 2.2 Security.

Grantee shall also cause or permit the Use Restriction to be recorded against the fee interest in the Property, in first lien position. The Use Restriction shall not be subordinated.

Section 2.3 Forgiveness of Revocable Grant.

Provided that no Default exists under this Agreement or the Use Restriction, without further action of the parties, the Grant shall be forgiven upon expiration of the Homekey Term.

Section 2.4 Revocation of Grant Upon Default.

Notwithstanding any provision herein to the contrary, and in addition to any other rights and remedies available to the County set forth in Article 6, upon a Default by Grantee, the County may revoke the outstanding balance of the Grant, and declare the outstanding balance of the Grant (other than any portion of the Grant that has been previously forgiven by the County as set forth in Section 2.3 above) plus interest thereon to be immediately due and payable, subject to the non-recourse provisions set forth in Section 2.6.

Section 2.5 Interest on Default. In the event of a Default, interest on the Grant shall begin to accrue, as of the date of Default and continuing until such time as the outstanding balance of the Grant funds are repaid in full (other than any portion of the Grant that has been previously forgiven by the County as set forth in Section 2.3 above) or the Default is cured, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

Section 2.6 Non-Recourse. Neither Grantee nor any member of Grantee shall have any direct or indirect personal liability for payment of the principal of, and interest on, the Grant or the performance of the covenants of Grantee under this Agreement. The sole recourse of County with respect to the principal of, and default interest, if any, on the outstanding balance of the Grant, and defaults by Grantee in its performance of its covenants under the Use Restriction, shall be to enforce the remedies under this Agreement, and in no event shall the County be entitled to, or seek, a deficiency judgment.

Section 2.7 Conditions Precedent to Disbursement of Grant Funds.

(a) The County shall disburse the County Grant in two or more installments but shall have no obligation to make any disbursements or to take any other action under the Grant Documents unless the following conditions precedent are satisfied prior to each such disbursement of the Grant funds.

(1) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement, or any other financing agreements or contracts between the County and Grantee, or their affiliates relating to the Development;

(2) Grantee has delivered to the County a copy of Grantee's organizational documents, including an Operating Agreement, and a corporate authorizing resolution authorizing Grantee's execution of this Agreement and the transactions contemplated by this Agreement;

(3) Grantee has caused to be executed and delivered to the County all of the Grant Documents and any other instruments, and policies required under the Grant Documents;

(4) The County has received and approved the Approved Financing Plan;

(5) Grantee has executed the Standard Agreement;

(6) Grantee has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.13 below;

(7) The Use Restriction has been recorded against the Grantee's fee interest in the Property in the Office of the Recorder of the County of Mono in first lien position,

in accordance with the terms of this Agreement, and recorded copies have been arranged to be delivered to the County;

(8) The County has received from Grantee a copy of the Management Plan, and a management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager, in compliance with the terms of the Use Restriction;

(9) There exists no material adverse change in the financial condition of Grantee from that shown by the financial statements and other data and information furnished by Grantee to the County prior to the date of this Agreement;

(10) The County has received a written draw request from the Grantee including certification that the condition set forth in Section 2.7(a)(1) continues to be satisfied, and certifying the proposed uses of funds is consistent with the limitations set forth in Section 2.1, above, and will be used solely for Units occupied by an income eligible household from the Target Population.

(b) Notwithstanding any other provisions of this Agreement, the County shall have no further obligation to disburse any portion of the Grant to Grantee under this Agreement following: (i) termination of this Agreement; (ii) notification by the County to the Grantee of an Event of Default (excluding any Event of Default of the County) under terms of this Agreement until such time as the Event of Default has been cured.

ARTICLE 3. GRANTEE OBLIGATIONS

Section 3.1 Schedule of Performance.

Subject to Section 7.15 hereof, the Grantee shall perform the tasks described in the Schedule of Performance no later than the dates set forth in the Schedule of Performance, which shall at all times be in substantial conformance with the terms and conditions of the Standard Agreement. The Schedule of Performance may be modified in writing by Grantee and the County Executive Officer on behalf of the County without the need for formal amendment of this Agreement or further approval by the County Board.

Section 3.2 Conversion and Rehabilitation.

(a) Grantee shall be solely responsible to obtain all permits and approvals for the rehabilitation and operation of the Development. Grantee shall convert the Development to Permanent Housing and shall cause the commencement and completion of conversion of the Development to Permanent Housing no later than the dates set forth in the Standard Agreement.

(b) Grantee shall achieve full occupancy by the Target Population in accordance with the timelines set forth in the Standard Agreement. Grant funds provided to the Grantee may only be used to fund operating subsidies for Units that are occupied by eligible households, and which may not be under active rehabilitation while occupied.

(c) The Grantee and the County agree that the Grantee may as part of any extension seek to negotiate additional commitments of County funds to support operating subsidies for the Development, which the County shall provide at its sole and absolute discretion, and which shall be subject to approval by the County Board.

Section 3.3 Prevailing Wages; Accessibility.

(a) Prevailing Wages. To the extent required by applicable law, Grantee shall:

(1) pay, and shall cause any consultants or contractors to pay, prevailing wages in the demolition of the Existing Improvements as those wages are determined pursuant to California Labor Code Sections 1720 et seq.;

(2) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the “DIR”), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR;

(3) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed as required by California Labor Code Section 1777.5 et seq.;

(4) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable per diem prevailing wages are available DIR;

(5) cause contractors and subcontractors performing work on the Property to be registered as set forth in California Labor Code Section 1725.5;

(6) cause contractors and subcontractors, in all calls for bids, bidding materials, and the construction contract documents for work on the Property to specify that:

(A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contractor for work on the Property unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(B) the work at the Property is subject to compliance monitoring and enforcement by the DIR;

(7) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR’s online form PWC-100 within two (2) days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(8) cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

(9) cause its contractors to furnish payroll records required by the California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(b) Grantee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County and its board members, officers and employees against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Grantee, its contractors and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and prevailing wage requirements of the federal Davis-Bacon Act (40 USC 3141-3148), to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the performance of the development activities or any other work undertaken or in connection with the Property. The requirements in this subsection survive the termination of this Agreement.

(c) Accessibility Requirements. The Development will be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of the Standard Agreement.

Section 3.4 Inspections.

(a) The Grantee shall permit and facilitate, observation and inspection of the Development by the County and by public authorities during reasonable business hours upon forty-eight (48) hours' written notice for the purposes of determining compliance with this Agreement, provided, however, that nothing in this Agreement shall entitle the County to enter an occupied unit in the Development without notice to the program participant thereof, which the Grantee shall deliver on behalf of the County, and permission from such program participant to the extent such permission is required by law. Such inspections do not relieve the Grantee, or its contractors, from any applicable requirement to obtain other Town or County inspections in connection with the conversion of the Improvements.

(b) After the completion of an inspection the County shall deliver a copy of the inspection report to the Grantee. If the County determines as a result of the inspection that there are any deficiencies for any of the inspectable items in the Development, the Grantee shall correct such deficiencies within fifteen (15) days from the delivery of the inspection report or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Grantee must begin to correct the deficiency within fifteen (15) days, correct the deficiency as soon as reasonably possible, and allow the County to reinspect the corrected deficiency.

Section 3.5 Approved Financing Plan.

The Approved Financing Plan is attached as Exhibit B and is incorporated herein by this reference. Grantee shall submit any proposed or required amendments to the Approved Financing Plan, along with evidence that the changes to the Approved Financing Plan are reasonable and necessary, to the County for approval within fifteen (15) days of the date Grantee receives information indicating that actual costs of the Development materially vary or will vary from the costs shown on the Approved Financing Plan, which approval shall not be unreasonably

withheld or delayed. The County will make best efforts to respond in writing within fifteen (15) days after receipt of a proposed amendment to the Approved Financing Plan.

Section 3.6 Services Plan and Budget.

Grantee, in collaboration with Mono County Behavioral Health, Mono County Social Services, Mono County Adult Education Program, Mono County Workforce Services and Inyo Mono Advocates for Community Action, plans to provide on-site services to all program participants in the Development which are required under the Homekey Program (the "Social Services"). By the time specified in the Schedule, Grantee shall submit to the County the proposed services plan which shall include written guidelines or procedures for providing the Social Services (the "Services Plan"), and a proposed budget for the provision of Social Services (the "Services Budget"). The Services Plan shall include the types of Social Services provided, staffing levels, and overall coordination of the Social Services.

ARTICLE 4.
GRANT REQUIREMENTS

Section 4.1 Annual Operating Budget.

At the beginning of each year of the Term, Grantee shall provide to the County an annual budget for the operation of the Development.

Section 4.2 Information.

Grantee shall provide any information related to the Development reasonably requested by the County in connection with the Development, including (but not limited to) any information required by HCD in connection with the Standard Agreement, and any information required by the County in connection with the Grantee's use of the Grant funds.

Section 4.3 Records.

(a) Grantee shall keep and maintain at the Development, or at the corporate offices of the Grantee's managing member, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Books, records, and accounts relating to Grantee's compliance with the terms, provisions, covenants and conditions of this Agreement. All applicable financial documents are to be kept and maintained in accordance with generally accepted accounting principles consistently applied. All such books, records, and accounts shall at reasonable times be open to and available for inspection and copying by the County, its auditors or other authorized representatives at reasonable intervals during normal business hours and forty-eight (48) hours' prior written notice to Grantee. Grantee shall preserve such records for a period of not less than five (5) years after the creation of such records. Copies of all tax returns and other reports that Grantee may be required to furnish to any governmental agency are to be open for inspection by the County at all reasonable times at the place that the books, records, and accounts of Grantee are kept. If any litigation, claim, negotiation, audit exception, monitoring, inspection, or other action relating to the use of the Grant is pending at the end of the record retention period stated herein, then Grantee shall retain the records until such action and all related issues are resolved. The records are to include

all invoices, receipts, and other documents related to expenditures from the Grant funds. Such records are to include but are not limited to:

- (1) Records providing a full description of the activities undertaken under the Standard Agreement;
- (2) Records providing a full description of the activities undertaken with the use of the Grant funds;
- (3) Records documenting compliance with the Participant Selection Plan and all applicable fair housing, equal opportunity, and affirmative fair marketing requirements;
- (4) Records demonstrating compliance with Use Restriction;
- (5) Records demonstrating compliance with all applicable accessibility requirements;
- (6) Records demonstrating compliance with any applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and
- (7) Records demonstrating compliance with any applicable labor requirements (including certified payrolls from Grantee's general contractor evidencing that applicable prevailing wages have been paid).

(b) The County shall notify Grantee of any records it deems insufficient. Grantee has thirty (30) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then Grantee must begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

Section 4.4 County Audits.

Each year, Grantee shall provide the County with a copy of Grantee's annual audited financial statements, which is to include information on all of Grantee's activities pertaining to the Development as is reasonably requested by the County. Grantee shall cooperate with any audit undertaken by the County or a County contractor of Grantee's compliance with the terms of this County Grant Agreement as it relates to the Project.

Section 4.5 County Grant Requirements.

(a) Grantee shall, at all times during the Term hereof, comply with all applicable laws and regulations governing the use of the Homekey Funds under the Standard Agreement. Grantee shall also comply with the laws and regulations governing the use of the Grant funds including (but not limited to) the following:

- (1) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing

regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Construction Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608, Executive Order 13672 concerning Gender Identity.

(2) Relocation. The parties agree and acknowledge that the project contemplated under this Agreement is not expected to result in any displacement. From and after the Closing, if and to the extent the rehabilitation of Development results in the permanent or temporary displacement of residential tenants, program participants, homeowners, or businesses, then the Grantee shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq.) with respect to relocation planning, advisory assistance, and payment of monetary benefits. The Grantee shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. The Grantee shall defend, indemnify, and hold harmless the County, its governing board members, officers, representatives, agents, assigns and employees against any claim for damages, compensation, fines, penalties, relocation payments or other amounts arising out of the failure or alleged failure of any person or entity (including the Grantee or the County) to satisfy relocation obligations related to the rehabilitation of the Development.

(3) Homekey Regulations. Any other HCD regulations present or as may be amended, added, or waived in the future pertaining to the Homekey Funds.

Section 4.6 Hazardous Materials.

(a) Grantee shall keep and maintain the Property in compliance with and may not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Grantee may not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in rehabilitation of projects like the Development or kept and used in and about residential property of this type.

(b) Grantee shall immediately advise the County in writing if at any time it receives written notice of: (1) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Grantee or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (2) all claims made or threatened by any third party against Grantee or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (1) and (2) above are hereinafter referred to as "Hazardous Materials Claims"); and (3) Grantee'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 classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The County has the right to join and participate in, as a party if it so elects, 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 Grantee. Grantee shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (1) all foreseeable consequential damages; (2) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans and (3) all reasonable costs and expenses incurred by the County in connection with clauses (1) and (2), including but not limited to reasonable attorneys' fees and consultant's 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: (A) losses attributable to diminution in the value of the Property; (B) loss or restriction of use of rentable space on the Property; (C) adverse effect on the marketing of any rental space on the Property; and (D) 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)

Section 4.7 Maintenance and Damage.

(a) During the Term, Grantee shall maintain the Development in good repair and in a neat, clean, and orderly condition, consistent with quality affordable housing developments owned or operated by Grantee or its affiliates and in compliance with the County approved Management Plan. If there arises a condition in contravention of this requirement, and if Grantee has not cured such condition within thirty (30) days after receiving written notice from the County of such a condition, if Grantee is incapable of curing a default within such thirty (30) day period, the County will give the Grantee ninety (90) days to cure such default provided Grantee has commenced to cure within such thirty (30) day period and is diligently proceeding to cure such default through the end of such period, then in addition to any other rights available to

the County, the County may perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property, subject to the provisions provided in subsection (b) below.

(b) If economically feasible in the County's judgment after consultation with Grantee, if any improvement now or in the future on the Property is damaged or destroyed, then Grantee, at its cost and expense, diligently undertake to repair or restore such improvement. Such work or repair is to be commenced no later than the later of: (i) one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs; or (ii) thirty (30) days following receipt of the insurance proceeds and is to be completed within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then Grantee shall make up the deficiency. If Grantee does not promptly make such repairs, then any insurance proceeds collected for such damage or destruction are to be promptly delivered by Grantee to the County as a special repayment of the Grant, subject to the rights of the Senior Lenders, as applicable.

Section 4.8 Fees and Taxes.

(a) Grantee is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles.

(b) County acknowledges that the Grantee intends to apply to the State Board of Equalization for a welfare exemption from property taxes under California Revenue and Taxation Code Section 214 for the Development. A denial, or delayed approval, of such application shall not excuse the Grantee's compliance with the terms of this County Grant Agreement.

Section 4.9 Notice of Litigation.

Grantee shall promptly notify the County in writing of any litigation related to the Development for which the amount claimed or at issue is in excess of Two Hundred Fifty Thousand Dollars (\$250,000), and of any claims or disputes that involve a material risk of such litigation. The conditions and obligations set forth in this Section shall apply for the entire Term of this Agreement.

Section 4.10 Operation of Development as Affordable Housing.

(a) Grantee shall operate the Development as an affordable housing development for Low Income Households, consistent with: (1) HCD's requirements for use of the Homekey Funds and the terms and conditions set forth in the Standard Agreement; (2) the Use Restriction; and (3) any other regulatory requirements imposed on Grantee including but not limited to regulatory agreements associated with the County Grant.

(b) Grantee shall evaluate the income eligibility of each Program Participant in Units. For all Units, Grantee shall certify or cause the property manager to certify each Program Participant's continued program eligibility on an annual basis, or as otherwise required by HCD.

(c) Grantee shall maintain all documents setting forth the program eligibility, as applicable, household income of each household occupying a Unit, and the total amount for contribution, utilities, and related services charged to each household occupying the Development, as prescribed by the Use Restriction and all other recorded regulatory restrictions.

Section 4.11 Nondiscrimination.

(a) Grantee herein covenants by and for itself, its heirs, executors, administrators, successors and assigns, and all persons claiming under or through Grantee, that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Grantee or any person claiming under or through Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of program participants, tenants, lessees, subtenants, sublessees or vendees in the Property. Grantee shall comply with Executive Orders 11246, 11375, 11625, 12138, 12431, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Notwithstanding the above, with respect to familial status, the above should not be construed to apply to housing for older persons as defined in Section 12955.9 of the Government Code and other applicable sections of the Civil Code as identified in Health and Safety Code Section 33050(b). The foregoing covenant will run with the land.

Section 4.12 Transfer.

(a) Definition. For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (1) any rights and/or duties under this Agreement; and/or (2) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a fee interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Grantee retains title. The term "Transfer" excludes the leasing of a Unit in the Development to an occupant in compliance with the Use Restriction. The County Executive Officer is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Prohibition. Except as expressly permitted in this Agreement, the Grantee represents and agrees that the Grantee shall not make or create, or suffer to be made or created, any Transfer, either voluntarily or by operation of law without the prior written approval of the County.

(1) The limitations on Transfers set forth in this Section shall apply throughout the Term.

(2) Any Transfer made in contravention of this Section shall be void and shall be deemed to be a default under this Agreement whether or not the Grantee knew of or participated in such Transfer.

(c) Permitted Transfers. Notwithstanding the foregoing, the following are permitted Transfers shall be permitted and are hereby approved by the County (each a "Permitted Transfer"):

(1) Any Transfer creating a Security Financing Interest either: (A) permitted pursuant to the Approved Financing Plan; or (B) created as a result of a loan made to developer that replaces any existing Security Financing Interest, so long as such replacement Security Financing Interest does not secure an obligation in excess of the then outstanding balance of the original principal amount of the replaced Security Financing Interest. County will not unreasonably withhold, condition, or delay its consent to any refinancing under this Section.

(2) Any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest or as otherwise permitted under this Agreement.

(3) Any Transfer to Mammoth Lakes Housing, Inc., any successor in interest and any Affiliate or subsidiary of Grantee or Mammoth Lake Housing Inc.

Section 4.13 Insurance Requirements.

(a) Grantee shall maintain the following insurance coverage throughout the Term of the Grant written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII". If the Grantee uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Grantee agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

(b) Without in anyway affecting the indemnity herein provided and in addition thereto, the Grantee shall secure and maintain throughout the term of this County Grant Agreement the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability.

(A) Workers' Compensation A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Grantee and all risks to such persons under this Agreement.

(B) If Grantee has no employees, Grantee may certify or warrant to the County, that it does not currently have any employees or individuals who are

defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Director of Risk Management.

(C) With respect to borrowers that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

(2) Commercial General Liability. General Liability Insurance covering all operations performed by or on behalf of Grantee providing coverage for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000), per occurrence. The policy coverage must include:

- (A) Premises operations and mobile equipment.
- (B) Products and completed operations.
- (C) Broad form property damage (including completed operations).
- (D) Explosion, collapse, and underground hazards.
- (E) Personal injury.
- (F) Contractual liability.
- (G) \$2,000,000 general aggregate limit.

(3) Commercial Automobile Liability.

(A) Primary insurance coverage must be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol I (any auto).

(B) The policy must have a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

(C) If the Grantee is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy must have a combined single limit of Two Million Dollars (\$2,000,000) for bodily injury and property damage per occurrence.

(D) If the Grantee owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) Builders' Risk/Property Insurance. Builders' Risk insurance during the course of rehabilitation, and upon completion of any rehabilitation worked to be performed, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its

interests may appear. Earthquake and Flood insurance must be obtained if required by applicable federal regulations in amounts approved by the County.

(5) Commercial Crime. Commercial crime insurance covering all officers and employees, for loss of Grant proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(c) Grantee shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Grantee or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (1), (2), and (3) above, meeting all of the general requirements of subsections (e) and (f) below and naming the County as an additional insured. The Grantee agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

(d) An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy must apply to bodily injury/property damage, personal injury/advertising injury and must include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage must also apply to automobile liability.

(e) The required insurance must be provided under an occurrence form, and Grantee shall maintain the coverage described in subsections (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(f) Comprehensive Commercial General Liability and Commercial Automobile Liability insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees, and members of the County Board. The additional insured endorsements must not limit the scope of coverage for the County to vicarious liability but must allow coverage for the County to the full extent provided by the policy. Such additional insured coverage must be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

(g) All policies and bonds are to contain: (1) the agreement of the insurer to give the County at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (2) an endorsement or policy term that such policies are primary and non-contributing with any insurance that may be carried by the County; (3) a provision that no act or omission of Grantee shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (4) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

(h) The Grantee shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit

the Grantee and its employees or agents from waiving the right of subrogation prior to a loss or claim. The Grantee hereby waives all rights of subrogation against the County.

(i) All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County, and shall include endorsement or policy terms to this effect.

(j) The Grantee shall furnish Certificates of Insurance to the County Department administering this County Grant Agreement evidencing the insurance coverage prior to the close of Escrow, additional endorsements, as required shall be provided prior to the commencement of performance of Grantee's obligations under this County Grant Agreement, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Grantee shall maintain such insurance from the time Grantee commences performance of services hereunder until the completion of such services. Within fifteen (15) days following the close of Escrow, the Grantee shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

(k) The Grantee agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Grantee and the County or between the County and any other insured or additional insured under the policy.

(l) Any and all deductibles or self-insured retentions in excess of Twenty Thousand Dollars (\$20,000) shall be declared to and approved by Risk Management, provided that Risk Management may withhold or condition such approval in its reasonable discretion.

(m) In the event that any policy of insurance required in this Section does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to obtain such insurance it deems necessary and any premiums paid by the County will be promptly reimbursed by Grantee or County disbursements to Grantee will be reduced to pay for the County purchased insurance.

(n) Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced and available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Grantee agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

Section 4.14 Anti-Lobbying Certification.

(a) Grantee certifies to the best of Grantee's knowledge or belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

Section 4.15 Covenants Regarding Approved Financing.

(a) Grantee shall promptly pay the principal and interest when due on any Approved Financing.

(b) Grantee shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing, including formally declared defaults and defaults that have not been formally declared by the lender but the existence of the potential default has been communicated to the Grantee by the lender in writing or otherwise, and provide the County copies of any notice of default. The County shall have the right, but not the obligation, to cure any monetary default by Grantee under a loan secured by the Property.

(c) Grantee may not materially amend, modify, supplement, cancel or terminate any of the documents evidencing Approved Financing without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned, or delayed, provided that no withholding of consent shall be deemed unreasonable if the proposed action by the Grantee would conflict with any of its obligations under this County Grant Agreement, applicable law, and/or the Homekey Regulations.

(d) Grantee may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County or as otherwise allowed under the County approved Operating

Agreement) without the prior written consent of the County, provided that no withholding of consent shall be deemed unreasonable if the proposed action by the Grantee would conflict with any of the Grantee's obligations under this Agreement, applicable law, and/or the Homekey Regulations.

Section 4.16 Affordability and Project Monitoring.

(a) Throughout the Term, the Grantee shall comply with all applicable record keeping and monitoring requirements set forth in the Homekey Regulations.

(b) Representatives of the County (and HCD or its authorized representatives) shall be entitled to enter the Property upon at least forty-eight (48) hours' notice at reasonable times to monitor compliance with this Agreement, to inspect the records of the Development, and to conduct an independent audit of such records. The Grantee agrees to cooperate with the County in making the Property available for such inspection. If for any reason the County is unable to obtain the Grantee's consent to such an inspection, the Grantee understands and agrees that the County may obtain, at the Grantee's expense, an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. The Grantee agrees to maintain records in a business-like manner and to make such records available to the County upon forty-eight (48) hours' notice at reasonable times. Unless the County otherwise approves, such records shall be maintained for the most recent five (5) years until five (5) years after the expiration of the Homekey Term.

(c) Throughout the Term, the Grantee grants the County inspection rights as set forth in Section 3.4 above, and Grantee shall make best efforts to allow the County to comply with all applicable physical monitoring requirements.

ARTICLE 5.
REPRESENTATIONS AND WARRANTIES OF GRANTEE

Section 5.1 Representations and Warranties of Grantee.

Grantee hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during the Term. The Grantee shall immediately advise the County in writing if there is any material change relating to any matters set forth or referenced in the items set forth below:

(a) Organization. Grantee is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted. Copies of the documents evidencing the organization of the Grantee delivered to the County are true and correct copies of the originals.

(b) Authority of Grantee. Grantee has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Grant Documents and all other documents or instruments executed and

delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Grantee, and all actions required under Grantee's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Grant Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed, and delivered constitute, legal, valid and binding obligations of Grantee enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Grant Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Grantee, or any provision of the organizational documents of Grantee, or will conflict with or constitute a breach of or a default under any agreement to which Grantee is a party, or will result in the creation or imposition of any lien upon any assets or property of Grantee, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The conversion of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state, and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Grantee is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Grantee, threatened against or affecting Grantee or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Grantee, materially affect Grantee's ability to repay the Grant or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Use Restriction, Grantee will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens ancillary to the Approved Financing and liens in favor of the County or approved in writing by the County.

(i) Financial Statements. The financial statements of Grantee and other financial data and information furnished by Grantee to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Grantee from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Grantee holds or expects to receive firm financial commitments for sufficient funds to complete the acquisition of the Property and the conversion of the Development in accordance with the Standard Agreement.

(k) Taxes. Grantee and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Grantee or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Grantee and its subsidiaries, taken as a whole, which would be expected to result in a material impairment of the ability of Grantee to perform under any Grant Document to which it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against Grantee of any Grant Document.

ARTICLE 6. DEFAULT AND REMEDIES

Section 6.1 Events of Default.

(a) Subject to Section 7.15, each of the following constitutes an "Event of Default" by Grantee under this Agreement:

(1) Failure under Standard Agreement. Failure of Grantee to obtain permits, commence, and prosecute to completion, conversion of the Development within the times set forth and in compliance with the requirements of the Standard Agreement.

(2) Failure to Comply with the Management Plan. Failure to comply with the Management Plan approved by the County and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the County to the Grantee, which notice provides reasonable detail of the default and the required cure for such default.

(3) Breach of Covenants. Failure by Grantee to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Grant Documents, and Grantee fails to cure such default within forty-five (45) days after receipt of written notice thereof from the County to Grantee. If Grantee is incapable of curing a default within such forty-five (45) day period, the County will give the Grantee one hundred twenty (120) days to cure such default provided Grantee has commenced to cure within such forty-five (45) day period and is diligently proceeding to cure such default through the end of such period; provided, however,

that if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control.

(4) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(5) Insolvency. A court having jurisdiction makes or enters any decree or order: (1) adjudging Grantee to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of Grantee, or seeking any arrangement for Grantee under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator, or assignee of Grantee in bankruptcy or insolvency or for any of their properties; (4) directing the winding up or liquidation of Grantee if any such decree or order described in clauses (1) to (4), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (5) Grantee admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive.

(6) Assignment; Attachment. Grantee assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution.

(7) Suspension; Termination. Grantee, or its sole and managing member, shall have: (1) the operation of their business voluntarily or involuntarily suspended by the State of California, (2) voluntarily stopped or terminated the operation of their business; (3) the Grantee shall have the operation of the limited liability company voluntarily or involuntarily dissolved, suspended or terminated by the State of California.

(8) Liens on Property and the Development. Any claim of lien (other than liens approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Grant and the continued maintenance of said claim of lien or notice to withhold for a period of thirty (30) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(9) Unauthorized Transfer. Any Transfer other than as permitted pursuant to Section 4.12.

(10) Representation or Warranty Incorrect. Any Grantee representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Grant Documents, proves to have been incorrect in any material respect when made.

(11) Failure to Timely Occupancy. Failure of Grantee to make the Units available for occupancy within the time specified in the Standard Agreement.

Section 6.2 Remedies.

(a) The occurrence of an Event of Default following the expiration of all applicable notice and cure periods will, either at the option of the County or automatically where so specified, give the County the right to proceed with any and all remedies set forth in this Agreement and the Grant Documents, including but not limited to the following:

(1) Revocation of Grant. The County may demand that any portion of the Grant not forgiven pursuant to Section 2.3 above, together with any accrued interest thereon, to become immediately due and payable. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code. Grantee is liable to pay the County on demand all reasonable expenses, costs, and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Grant and the preservation, maintenance, protection, sale, or other disposition of the security given for the Grant.

(2) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Grantee to perform its obligations and covenants under the Grant Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Grant Documents.

(3) Termination. The County has the right to terminate this Agreement and, at its sole option, to seek any remedies at law or equity available hereunder.

(4) Right of Reverter. In the event that this Agreement is terminated against the Grantee pursuant to Section 6.2 and then the County shall have the right to reenter and take possession of the Property, and all improvements thereon and to revert in the County the estate of the Grantee in the Property. The rights of the County under this Right of Reverter shall be subject to the rights, be limited by and shall not defeat, render invalid or limit any approved security interest permitted by this Agreement or the rights or interests provided in this Agreement for the protection of the holder of such approved security interests. Upon vesting or reverting in the County of title to the Property, the County shall promptly use its best efforts to resell the Property. Upon sale the proceeds shall be applied as follows: (i) first, to reimburse the County for any costs incurred in managing or selling the property, including but not limited to amounts to discharge or prevent liens or encumbrances arising from any acts or omissions of the Grantee; (ii) second, reimburse the County for damages to which it is entitled under this Agreement by reason of the Grantee's default; (iii) third, to the Grantee for the reasonable cost of the Improvements the Grantee has placed on the Property and such other reasonable costs Developer has incurred directly in connection with development of the Property, as applicable, that were not financed by the County; and (iv) fourth, any balance to the County.

(5) Option to Repurchase, Reenter and Repossess. The County shall have the additional right at its option to repurchase, reenter and take possession of the Property or any portion thereof owned by Grantee with all Improvements thereon, if there is an uncured Event of Default. The rights of the County under this Option to Repurchase shall be subject to the rights, be limited by and shall not defeat, render invalid or limit any approved security interest permitted by this Agreement or the rights or interests provided in this Agreement for the

protection of the holder of such approved security interests. To exercise its right to repurchase, reenter and take possession with respect to the Property, the County shall pay to the Grantee, in cash an amount equal to the fair market value of the Improvements existing on the Property, at the time of the repurchase, reentry and repossession less: (i) any gains or income withdrawn or made by the Grantee from the Property and (ii) the value of any unpaid liens or encumbrances on the Property, which the County assumes or takes subject to said encumbrances.

(6) Right to Cure. The County has the right (but not the obligation) to cure any monetary default by Grantee under a loan other than the Grant. However, if the Grantee is in good faith contesting a claim of default under a loan or grant and the County's interest is not imminently threatened by such default, in the County's sole judgment, the County shall not have the right to cure such default. Grantee shall reimburse the County for any funds advanced by the County to cure a monetary default by Grantee upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law and ten percent (10%) per annum (the "Default Rate") from the date of expenditure until the date of reimbursement.

Section 6.3 Right of Contest.

Grantee may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contests are to be prosecuted diligently and, other than those contesting claims, demands, levies, or assessments imposed by the County, are to be prosecuted in a manner unprejudicial to the County or the rights of the County hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the Grant Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy will be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Grantee and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7.
GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to 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 Grantee, or their agents, employees or contractors, and Grantee will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Grantee retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the

performance of services under the Agreement. In regard to the rehabilitation and operation of the Development, Grantee is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Grantee is solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Grantee may have employed or with whom Grantee may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the tenancy of the Property, the rehabilitation or operation of the Development, and Grantee shall include similar requirements in any contracts entered into for the rehabilitation or operation of the Development.

Section 7.3 Indemnification.

The Grantee agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees, except as provided in the following sentence. The indemnification obligations apply to the County's "active" as well as "passive" negligence but does not apply to the County's "gross negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. This indemnification provision is not intended to and does not limit, negate, modify, nullify, or change the non-recourse provisions of this Agreement or any other agreement, document, instrument, certificate, or covenant executed by Grantee. The provisions of this Section will survive the expiration of the Term.

Section 7.4 Non-Liability of County Officials, Employees and Agents.

No board member, official, employee or agent of the County is personally liable to Grantee in the event of any default or breach by the County or for any amount that may become due to Grantee or its successor or on any obligation under the terms of this Agreement.

Section 7.5 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

Section 7.6 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.6(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to

such activities, may obtain a financial interest or financial benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Grantee shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of Section 7.6(a) above apply to any person who is an employee, agent, consultant, officer of the County, or any immediate family member of such person, or any elected or appointed official of the County, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code Section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Grantee, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County Board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Grantee. Interpretation of this Section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 7.7 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County:

Mono County
74 N. School Street
PO Box 696
Bridgeport, CA 93517
Attn: County Administrative Officer

Grantee:

Innsbruck Lodge Affordable Housing, LLC
c/o Mammoth Lakes Housing, Inc.
P.O. Box 260
Mammoth Lakes, CA 93546
Attn: Patricia Robertson, Executive Director

with a copy to:

Goldfarb & Lipman, LLP
1300 Clay Street, 11th Floor

Oakland, CA 94612
Attn: Rafael Yaquian

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will 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 7.8 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Administrative Officer is authorized to execute on behalf of the County amendments to the Grant Documents or amended and restated Grant Documents as long as any material change in the amount or terms of this Agreement is approved by the County Board.

Section 7.9 County Approval.

The County has authorized the County Administrative Officer to execute the ancillary Grant documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Grant and the existence of defaults under the Grant Documents.

Section 7.10 Applicable Law and Venue.

This Agreement is governed by the laws of the State of California. Any action brought claiming a breach of this Agreement or interpreting this Agreement shall be brought and venued in Mono County, California

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Grantee and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.13 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 will 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 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of god; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); weather or soils conditions which, in the opinion of the Grantee's contractor, will necessitate delays; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental County or entity (other than the acts or failure to act of the County); or any other causes (other than the Grantee's inability to obtain financing for the Improvements) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other party within ten (10) business days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) business days of receipt of the notice. Times of performance under this Agreement may also be extended in writing by the County and the Grantee. In no event shall the cumulative delays during the Term of this Agreement exceed one hundred eighty (180) days, unless otherwise agreed to by the Parties in writing.

Section 7.15 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Grantee may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.16 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.17 Entire Understanding of the Parties.

The Grant Documents constitute the entire agreement of the Parties with respect to the Grant.

Section 7.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 7.19 Action by the County. Whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the County is required or permitted under this

Agreement or any other of the Grant Documents, such action shall be given, made, taken, refused, denied or withheld by the County Administrative Officer, at the County Administrative Officer's reasonable discretion (unless some other standard is expressly stated). Any such action shall be in writing. For the avoidance of doubt, if the County Administrative Officer determines County Board action is necessary prior to the granting of any approval, notice, direction, finding, consent, request, waiver, or other action, the County Administrative Officer may at their sole discretion refer the action to the County Board for consideration of such action.

[Signature Pages Follow]

WHEREAS, this Agreement has been entered into by the undersigned as of the Effective Date.

COUNTY:

MONO COUNTY, a political subdivision of the State of California

By: _____
Chair, Mono County Board of Supervisors

APPROVED AS TO LEGAL FORM:
STACEY SIMON
County Counsel

By: _____
Stacey Simon, County Counsel

Date: _____

GRANTEE:

INNSBRUCK LODGE AFFORDABLE HOUSING, LLC, a California
limited liability company

By: Mammoth Lakes Housing, Inc., a California nonprofit
public benefit corporation

By: _____
Patricia Robertson, Executive Director

Date: _____

[Signature Page Continues]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land is situated in the State of California, County of Mono, and is described as follows:

PARCEL 1 OF PARCEL MAP NO. 36-51 IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 106 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

APPROVED FINANCING PLAN

EXHIBIT C

SCHEDULE OF PERFORMANCE

This Schedule of Performance sets forth the schedule for various activities under the Agreement to which this exhibit is attached. The description of items in this Schedule of Performance is meant to be descriptive only and shall not be deemed to modify in any way the provisions of the Agreement to which such items relate. Times for performance are subject to Force Majeure, as further provided in Section 7.15 of the Agreement, and the notice and cure rights as further provided in Section of the Agreement.

As provided in the Agreement, this Schedule of Performance may only be modified in a writing executed by all Parties, in accordance with Section 7.8 of the Agreement.

Milestone	Date
Execute Standard Agreement	
Execute Grant Documents	
Submit Evidence of Insurance	
Close on Acquisition Financing	
Submit and obtain approval of Management Plan	
Submit plans and application(s) for plan check and building permit	
___ Units Occupied	
Close Construction Financing	
Obtain Building Permits	
Begin rehabilitation	
Complete rehabilitation	

EXHIBIT D

FORM OF USE RESTRICTION

EXHIBIT E

PARTICIPANT SELCTION PLAN

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Town of Mammoth Lakes
437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546
Attn: Daniel C. Holler, Town Manger

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE
SECTIONS 6103 AND 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

APN: 033-041-006-000

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(Homekey – Innsbruck Lodge)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is dated as of March __, 2023, and is made by and between THE TOWN OF MAMMOTH LAKES (the "Town") and INNSBRUCK LODGE AFFORDABLE HOUSING, LLC, a California limited liability company and controlled affiliate of MAMMOTH LAKES HOUSING, INC., a California nonprofit public benefit corporation (collectively referred to herein as "Owner"). The Town and Owner shall be referred individually as "the Party," and collectively, as "the Parties."

RECITALS

Capitalized terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

1. The Department of Housing and Community Development ("HCD") issued a Round 2 Notice of Funding Availability ("NOFA") for the Homekey Program, established by California Health and Safety Code Section 50675.1.1 (the "Homekey Program"), on September 9, 2021. The NOFA incorporates by reference the Multifamily Housing Program ("MHP"), as well as the MHP Final Guidelines ("MHP Guidelines"), dated June 19, 2019, both as amended and in effect from time to time. In addition, the NOFA states that Homekey grant funds are derived primarily from the Coronavirus Fiscal Recovery Fund (CSFRF), established by the American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2).
2. Owner acquired certain real property located at 913 Forest Trail, in the Town of Mammoth Lakes, County of Mono (APN-033-041-006-000) as further described in Exhibit A incorporated herein (the "Property"). As of the date of acquisition, the Property is improved with eighteen (18) units of housing, including a manager's unit (the

"Improvements"). The Property and Improvements are referred to in this Agreement as the "Development."

3. Owner acquired the Property with funds from HCD pursuant to the Homekey program and related Standard Agreement No. 21-HK-17233 between HCD (as Grantor), and the Town, Mammoth Lakes Housing, Inc., and the Owner (together as Grantees), dated as of June 1, 2022 (the "Original Standard Agreement"), as amended by Standard Agreement-Amendment No. 1, dated March __, 2023 (the "First Amended Standard Agreement" and collectively with the Original Standard Agreement, the "Standard Agreement"), as such may be further amended from time to time. The Homekey Program was established during the COVID-19 Pandemic to assist Homeless Households and At Risk of Homelessness Households as defined in Section 578.3 of Title 24 of the Code of Federal Regulation, impacted by COVID-19. Through its September 9, 2021 NOFA, HCD considers Homeless Households and At Risk of Homelessness Households to be inherently impacted by the COVID-19 Pandemic.
4. The Town and Owner intend for the Development to be used as Permanent Housing. This Agreement is being recorded pursuant to HCD's requirement that the Town cause to be recorded a fifty-five (55) year use restriction against the Property ensuring that Owner provides fifteen (15) "doors" of Permanent Housing at the Development which shall be low barrier and culturally competent and shall be focused on providing support for moving people out of crisis and into permanent housing as quickly as feasible.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by this reference, and the covenants and promises contained in this Agreement, the receipt and sufficient of which are hereby acknowledged, the Parties declare as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions.

When used in this Agreement, the following terms have the following meanings:

(a) "30% AMI Household" means a household whose Adjusted Income does not exceed 30% of Area Median Income.

(b) "Actual Household Size" means the actual number of persons in the applicable household.

(c) "Adjusted Income" means with respect to the household occupying a Unit, the income from all persons in the household including nonrelated individuals, calculated using the methods to calculate income adopted by HCD in accordance with the Homekey Program.

(d) "Area Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Mono, California as published from time to time by HUD. 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 CDC shall provide

other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(e) "At Risk of Homelessness Household" means a household that is at risk of homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation.

(f) "Eligible Household" means Homeless Households or At Risk of Homeless Households whose Adjusted Income does not exceed 80% of Area Median Income and which are referred to the Owner based on a prioritization system based on the greatest need consistent with the Tenant Selection Plan developed in collaboration with the Eastern Sierra Continuum of Care.

(g) "Homeless Household" means housing for individuals and families who are experiencing homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulation.

(h) "HUD" means the United States Department of Housing and Urban Development.

(i) "Permanent Housing" means housing, dwellings, or other living accommodations where the landlord does not limit the tenant's length of stay or restrict the tenant's movements and where the tenant has a lease and is subject to the rights and responsibilities of tenancy under California Civil Code Section 1940.

(j) "Tenant Selection Plan" means that certain Tenant Selection Plan approved by the Eastern Sierra Continuum of Care.

(k) "Term" means the term of this Agreement which commences as of the date of this Agreement, and unless sooner terminated pursuant to the terms of this Agreement, ends fifty-five (55) years later.

(l) "Unit" or "Doors" means one or all of the fifteen (15) units in the Development, excluding the manager's unit.

ARTICLE 2. AFFORDABILITY AND OCCUPANCY COVENANTS

Section 2.1 Occupancy Requirements.

(a) During the Term, Owner shall provide fifteen (15) doors at the Development that will be occupied by, or, if vacant, available for occupancy by Eligible Households. The Development shall include thirteen (13) studio units and two (2) one-bedroom units. During the Term, two (2) studio units shall be made available for occupancy to Eligible Households that qualify as 30% AMI Households, the balance of the units shall be made available to Eligible Households based on the greatest need consistent with the Tenant Selection Plan.

(b) At all times during the Term, the Owner shall have the ability to select Eligible Households that are able to pay affordable rents sufficient to maintain the long-term financial feasibility of the Development consistent with the Tenant Selection Plan and the Financing Plan for the Development.

Section 2.2 Accessibility. Owner, or its agent(s), shall operate the Development at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of the Standard Agreement.

ARTICLE 3. OPERATION OF THE DEVELOPMENT

Section 3.1 Residential Use; Compliance with Standard Agreement.

Owner shall operate the Development as Permanent Housing, and in accordance with the terms and conditions of this Agreement and the Standard Agreement.

Section 3.2 Covenants to Run with the Land.

The Town and Owner hereby declare its express intent that the provisions this Agreement shall run with the land and shall bind all successors in title to the Development utilized to provide the fifteen (15) doors; provided, however, that on the expiration of the Term, said covenants and restrictions expire. Notwithstanding anything to the contrary herein, Owner shall be allowed to revise the number of doors required to be provided under this Agreement, so long as Owner uses the Property to meet the needs of persons or families of low or moderate income, as defined in Health and Safety Code section 50093, or successor section.

Section 3.3 Enforcement by the Town.

The Town shall retain the right to enforce this Agreement following any transfer of the Development by Owner. If Owner's successor in ownership (either in whole or in part) fails to cure the default within thirty (30) days after the Town provided notice 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 and complete such cure within sixty (60) days, the Town shall have the right to enforce this Agreement by any remedy provided by law.

Section 3.4 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717, or successor section, and any judicial decisions interpreting that statute.

Section 3.5 Nondiscrimination.

(a) There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, source of income (e.g., SSI), disability, ancestry, age, or military and veteran status, in the leasing, subleasing, transferring,

use, occupancy, tenure, or enjoyment of any Unit nor shall Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of residents, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit. Owner shall, to the extent applicable, comply with Executive Orders 11246, 11375, 11625, 12138, 12431, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. All deeds, leases or contracts made or entered into by Owner as to the Units or the Development or portion thereof, shall contain covenants concerning discrimination as prescribed by the Disposition Agreement. Notwithstanding anything to the contrary, with respect to familial status, the above should not be construed to apply to housing for older persons as defined in Section 12955.9 of the Government Code and other applicable sections of the Civil Code as identified in Health and Safety Code Section 33050(b).

(b) Owner shall cause the Development to be operated at all times in compliance with all applicable provisions of: (i) the Unruh Act, including but not limited to California Civil Code Sections 51.2, 51.3 and 51.4 which relate to the requirements for lawful senior housing; (ii) the California Fair Employment and Housing Act, Government Code Section 12900 *et seq.*, which relates to lawful senior housing; (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, 42 U.S.C. Section 3607(b) and 24 CFR 100.304, which relate to lawful senior housing; (v) the Americans With Disabilities Act of 1990, which relate to disabled persons access; and (vi) any other applicable law or regulation. The provisions of this subsection will survive expiration of the Term or other termination of this Regulatory Agreement and remain in full force and effect.

(c) Owner shall not discriminate against any applicants for tenancy or program participation on the basis of source of income or rent payment (for example, without limitation, Temporary Assistance for Needy Families (TANF) or Section 8).

Section 3.6 Notice of Expiration. Prior to the expiration of the Term, Owner shall provide by first-class mail, postage prepaid, a notice to all Residents containing the information and meeting the requirements set forth in California Government Code Sections 65863.10 and 65863.11, as such may be amended from time to time.

Section 3.7 Enforcement by the Town. If the Owner fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the Town provided notice 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 and complete such cure within sixty (60) days, the Town shall have the right to enforce this Agreement by any remedy provided by law; including but not limited to an action at law or equity to compel Owner's performance of its obligations hereunder, and/or for damages

ARTICLE 4.
MISCELLANEOUS

Section 4.1 Governing Law.

This Agreement is governed by the laws of the State of California.

Section 4.2 Waiver of Requirements.

Any of the requirements of this Agreement may be expressly waived by the Town in writing, but no waiver by the Town of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

Section 4.3 Recording and Filing.

The Town and Owner 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 4.4 Amendments.

This Agreement may be amended only by a written instrument executed by the Parties hereto or their successors in title that is duly recorded in the Official Records of the County of Mono.

Section 4.5 Notices.

Formal notices, demands, and communications between the Parties delivered under this Agreement shall be in writing and be deemed received on the delivery or refusal date shown on the delivery receipt if (i) personally delivered by a commercial service which furnishes signed receipts of delivery; or (ii) mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

The Town: Town Mammoth Lakes
437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546
Attn: Daniel C. Holler, Town Manager

Owner: Innsbruck Lodge Affordable Housing, LLC
Mammoth Lakes Housing, Inc.
P.O. Box 1609
Mammoth Lakes, CA 93526
Attn: Patricia Robertson, Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt will 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 4.6 Subordination.

This Agreement shall be recorded in first lien position and shall not be subordinated to any lien or encumbrance proposed to be recorded against the Property.

Section 4.7 Assignment. The Town may assign their rights and obligations under this Agreement to any instrumentality of the Town or other public entity.

Section 4.8 No Claims. Nothing contained in this Agreement shall create or justify any claim against the Town by any person that Owner may have employed or with whom Owner may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Development.

Section 4.9 Third Party Beneficiaries. The parties acknowledge and agree that the Department of Housing and Community Development is an express third party beneficiary of the affordability restrictions set forth herein and shall be entitled to enforce the affordability restrictions set forth herein solely through an action for specific performance, as if HCD was a party herein. The Department has made the Grant in reliance on this Agreement, and that the Department has a direct right of enforcement against the Owner in the event of the Owner's breach, default, or other non-compliance under this Agreement, which right is exercisable in the Department's sole and absolute discretion. There shall be no other third-party beneficiaries to this Agreement.

Section 4.10 Term. The provisions of this Agreement shall apply to the Development for the entire Term.

Section 4.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement will not be any way affected or impaired thereby.

Section 4.12 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original and may be signed in counterparts.

Section 4.13 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and no modification hereof shall be binding unless done in accordance with Section 4.4 of this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the Town and Owner have executed this Agreement by duly authorized representatives, all on the date first written above.

INNSBRUCK LODGE AFFORDABLE HOUSING, LLC, a California limited liability company

By: MAMMOTH LAKES HOUSING, INC., a California nonprofit public benefit corporation, its sole and managing member

By: _____
Patricia Robertson, Executive Director

Date: _____

THE TOWN OF MAMMOTH LAKES, political subdivision of the State of California

By: _____
Daniel C. Holler, Town Manager

Date: _____

ATTEST:

Jamie Gray, Town Clerk

APPROVED AS TO FORM:
Andrew Morris, Town Attorney

By: _____

[Signature Page Follows; All signatures must be notarized.]

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: _____
Name : Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 36-51 IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 106 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: County Counsel

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christopher Beck, Assistant County
Counsel

SUBJECT Board Letter to the State Water
Resources Control Board Regarding
Mono Lake

AGENDA DESCRIPTION:

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

Letter to the State of California Water Resources Control Board (SWRCB) commenting on the SWRCB's Workshop on the Status of Mono Lake, held on February 15, 2023.

RECOMMENDED ACTION:

Approve and authorize the Chair to execute letter to the State of California Water Resources Control Board.

FISCAL IMPACT:

None.

CONTACT NAME: Christopher Beck

PHONE/EMAIL: / cbeck@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Proposed Letter to SWRCB
<input type="checkbox"/> Letter - Request for Action
<input type="checkbox"/> Letter - California Indian Legal Services
<input type="checkbox"/> Letter - Great Basin Unified Air Pollution Control District
<input type="checkbox"/> Letter - LADWP

History

Time	Who	Approval
3/15/2023 3:22 PM	County Counsel	Yes
3/15/2023 3:43 PM	Finance	Yes
3/15/2023 7:38 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Office of the County Counsel

Date: March 21, 2023

Re: Letter to State Water Resources Control Board regarding Status of Mono Lake

Strategic Plan Focus Areas Met

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

Discussion

On December 16, 2022, the Mono Lake Committee (MLC) sent a letter to the State Water Resources Control Board (SWRCB) requesting a “Drought Emergency Regulation or Other Emergency Action to Protect Nesting Birds, Water Quality, and other Public Trust Resources at Mono Lake.” The request was motivated, at least in part, by a series of drought years resulting in lake levels hovering around 6380 feet above sea level – well below the SWRCB mandated level of 6392 feet above sea level.

In response to MLC’s letter, the SWRCB scheduled a “Workshop on the Status of Mono Lake”, which took place on February 15, 2023. Supervisor Gardner attended the workshop and reported back to this Board at a subsequent meeting. The Board provided direction to staff to return with a comment letter from the full Board.

Attached for your consideration is a proposed comment letter from your Board which recognizes the significant precipitation received following the MLC’s request for emergency action, but also supports MLC’s request that the SWRCB reevaluate prior decisions regarding diversions from Mono Lake’s tributaries in order to ensure the long-term survival of this critical natural resource, and jewel of Mono County. The letter notes that Mono Lake is continually cited as the #1 visited attraction in Mono County in tourism surveys and emphasizes the significant contribution to the local economy from that visitation.

Other commenters include Great Bason Unified Air Pollution Control District (as to air quality), the Mono Lake Kutzadika’a (as to tribal resources and related issues) and the Los Angeles Department of Water and Power (disagreeing that there is an imminent threat to the lake).

Copies of these letters are attached to this Staff Report. In addition to the written comments, more than 100 individuals attended the February 15 Workshop to provide verbal comments.

If you have any questions regarding this item prior to the meeting, please email Stacey at ssimon@mono.ca.gov or Chris Beck at cbeck@mono.ca.gov.

Encl.

MLC Request for Emergency Action
Mono Lake Kutzadika'a Letter
GBUAPCD Letter
LADWP Letter



Jennifer Kreitz ~ District One Rhonda Duggan ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Lynda Salcido District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Scheereen Dedman, Clerk of the Board

SENT VIA EMAIL: MonoLake@waterboards.ca.gov

Mr. E. Joaquin Esquivel, Chair
California State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95814
Joaquin.Esquivel@waterboards.ca.gov

Re: Comments of the County of Mono Regarding February 15, 2023, Workshop on the Status of Mono Lake

Honorable Chair Esquivel:

The Mono County Board of Supervisors appreciates your courtesy in accepting the following comments on the State Water Resource Control Board's (SWRCB) February 15, 2023, Workshop on the Status of Mono Lake.

This winter has been an extraordinary one, with precipitation as of December 2022 measuring far below historic averages, while January, February and early March saw record levels of water in the Sierra Nevada and throughout the State. This 2023 deluge has caused flooding, avalanches, road closures, significant roof collapse and other impacts here in Mono County and in many other parts of California.

Regardless of the amount of precipitation received so far this year, the long-term trend at Mono Lake is of decline, and this is a serious concern to the Board of Supervisors. When the SWRCB issued its Decision 1631 (D-1631) in 1994, it was based on an expectation that lake levels would rise to an average level of 6392 feet above sea level within a reasonable period of time (by approximately 2014). The SWRCB determined that the 6392 level is necessary to protect public trust resources at Mono Lake based on extensive scientific research, data and more than a month of evidentiary hearings.

Unfortunately, and contrary to expectations in 1994, the lake is presently hovering at only about 6,380 feet above sea level, far below the identified level. Extensive lakebed playa remains exposed causing toxic air quality that threatens our Mono County communities and visitors; lake salinity and access to important nesting habitat by predators remain serious

concerns. In addition, from an economic perspective, Mono Lake is the #1 visitor destination in Mono County and a significant source of employment, revenue and economic activity for Mono County residents. The lake attracts hundreds of thousands of visitors each year from all corners of the earth. People come to enjoy the natural environment, scenic beauty and wildlife of the Mono Basin – all of which depend on Mono Lake’s survival.

As was clearly demonstrated by the testimony of hundreds of individuals, including many who are residents of Los Angeles, at your February 15th workshop – the world cares about Mono Lake. Mono County also cares. Accordingly, our Board reached out to the President of the Los Angeles Department of Water and Power last September seeking to establish a relationship between our agencies and address issues of mutual concern – including water supply, the environment, and housing. While that meeting was promising and future meetings are planned, it does not alter the fact that Mono Lake needs attention now.

With this extraordinarily wet winter and early spring, there is perhaps a temporary reprieve for Mono Lake. However, the SWRCB should take this opportunity to reevaluate whether the lake level targets and diversion schedules implemented in 1994 are appropriate, given the increasingly erratic climate situation. What stands to be lost if action is not taken is the resource that millions of Californians and others fought to protect throughout the 1970s, 80s and 90s – and what the SWRCB itself ultimately did protect through D-1631. That protection simply needs some minor adjustment to reflect developing facts and changing climate conditions so that we can be assured that Mono Lake is protected in the long term.

Thank you very much for considering these comments and please feel free to reach out to Mono County, through the Clerk of the Board, Scheereen Dedman (sdedman@mono.ca.gov) if you have any questions regarding this letter.

Sincerely,

Rhonda Duggan
Chair, Mono County Board of Supervisors

Cc: Ms. Eileen Sobeck, Executive Director



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December 16, 2022

E. Joaquin Esquivel

Chair

State Water Resources Control Board

1001 I Street

Sacramento, CA 95814

Dear Chair Esquivel,

Today the Mono Lake Committee, after consultation with Federal and State agency officials and independent scientists, submitted a request to the State Water Resources Control Board for an emergency action to protect Mono Lake and its public trust resources by addressing an urgent and developing ecological crisis. This request is due to the imminent harm caused by the lake surface elevation having fallen below 6,380 feet above sea level, and is consistent with State Water Board Decision 1631, which mandated a Public Trust Lake Level to protect the resources imperiled at Mono Lake with a nature-based solution. Our letter and supporting documentation are attached.

A combination of drought and continuing climate disruptions is imposing severe impacts on all of us—in Los Angeles, here in the Eastern Sierra, and throughout California. For Mono Lake, which is already artificially low due to decades of water diversions by the Los Angeles Department of Water & Power (LADWP), the most urgent and immediate threat is to the California Gull population.

Consider:

[1] **Legacy impacts of water diversions to Mono Lake, accentuated by drought.** Mono Lake has not yet recovered from decades of excessive water diversions nor achieved the level required by the State Water Board to protect public trust resources, leaving its unique ecosystem impaired and millions of migratory and nesting birds at risk. Today the lake is only 20% of the way to the mandated level.

[2] **Lake level alarmingly low—indicator species at risk.** This year the lake has dropped so low that coyotes can access nesting islands that support one of the world's largest nesting California Gull populations, creating a high risk of colony depredation and disruption. Gulls are considered leading indicators of the overall health of the lake ecosystem.

[3] **Independent scientists report gull population at risk.** Some 70% of Mono Lake’s nesting California Gull population uses one small islet near the landbridge. Point Blue Conservation Science, who have been studying this gull population at Mono Lake for nearly 40 years, informed the Mono Lake Committee and others that if coyotes access this islet in the spring, not only would eggs and chicks be depredated, but multi-year disruption to the colony would also occur.

[4] **As the State Water Board has already determined, Mono Lake needs more water.** While the Mono Lake Committee is working diligently with state and federal agencies to erect emergency fencing to protect the gulls in 2023, fencing reduces risk but is far from foolproof. Coyotes probe constantly for opportunities to get past the fence, and if the lake falls further the increased size and extent of the landbridge will make fencing unworkable. The State Water Board, after extensive study of the predator threat to gulls, has already concluded in D1631 that water is the nature-based solution that ensures protection of the nesting gulls and a host of Public Trust resources, and that Mono Lake must be managed at a level 14 feet higher than present.

[5] **The Mono Lake Committee has initiated efforts to find and finance replacement water for LADWP.** The Mono Lake Committee is already working with state agencies to secure grant funding for water efficiency programs and local supply projects to bolster LADWP’s efforts to reduce reliance on imported supply and to jointly benefit Los Angeles and Mono Lake. We have invited LADWP to partner with these requests. There are many possibilities; a high priority for Los Angeles community groups is to implement direct installation water efficiency programs in lower-income areas to make LADWP water bills more affordable while saving water that directly benefits Mono Lake.

[6] **The Committee has a long track record working with Los Angeles to secure alternative water supplies.** The Mono Lake Committee does not submit this emergency request lightly. We understand that the drought has caused serious shortages for water users in many parts of the state, and that LADWP is rightfully concerned about where it will get water to replace the 4,500 acre feet (less than 1% of the City’s supply) the emergency regulation would require to remain at Mono Lake. We did this before, in 1993, when the Mayor of Los Angeles joined the Mono Lake Committee to apply for \$36 million to fund water conservation projects benefiting Los Angeles and Mono Lake.

We see this ecological crisis—imposed on all of us—as an opportunity for further collaboration, a new generation of cooperation and, working together, successful joint investment in contemporary solutions. The State Water Board’s protection of Mono Lake and its birds, wildlife, air quality, and cultural resources is a landmark accomplishment that has inspired action well beyond California, such as at sister lake Mar Chiquita in Argentina where a new National Park has just been dedicated to protect migratory

phalaropes that journey there from Mono Lake.

The Committee also understands that the Board's docket is full to overflowing given the current drought conditions. Unfortunately, the gulls cannot wait years or even months. They begin their nesting season in March. Thus, we respectfully request the Board take action on this request as soon as possible.

Respectfully submitted,



Geoffrey McQuilkin
Executive Director

CC:

California State Water Resources Control Board

Dorene D'Adamo, Board Member
Sean Maguire, Board Member
Laurel Firestone, Board Member
Nichole Morgan, Board Member
Eileen Sobek, Executive Director

Lesley Yen, Forest Supervisor, Inyo National Forest
Charlton H. Bonham, Director, California Department of Fish & Wildlife
Armando Quintero, Director, California Department of Parks and Recreation
Mike Plaziak, Executive Officer, Lahontan Regional Water Quality Control Board
Bob Gardner, Chair, Mono County Board of Supervisors
Charlotte Lange, Chair, Mono Lake Kutzadika'a Tribe
Karen Bass, Mayor of Los Angeles
Los Angeles City Council
Cynthia McClain-Hill, President, Board of Commissioners, LADWP
Martin Adams, General Manager & Chief Engineer, LADWP
Curtis Knight, Executive Director, California Trout



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December 16, 2022

E. Erik Ekdahl
Deputy Director, Division of Water Rights
State Water Resources Control Board
PO Box 100
1001 I Street
Sacramento, CA 95814

Sent via email: Erik.Ekdahl@waterboards.ca.gov

Subject: Petition for 2023 Drought Emergency Regulation or Other Emergency Action to Protect Nesting Birds, Water Quality, and other Public Trust Resources at Mono Lake

Dear Deputy Director Ekdahl:

The surface level of Mono Lake on December 1 was 6,378.4 feet above mean sea level (amsl), an alarmingly low level that results from the legacy of Los Angeles Department of Water & Power (LADWP) water diversions, accentuated by recent drought.

Given the immediate threats this low level poses to public trust resources at Mono Lake, the purpose of this letter is to request that the State Water Resources Control Board adopt a drought emergency regulation to limit further lake decline by suspending the export of water diverted from Rush and Lee Vining creeks from the Mono Basin and requiring delivery of that water into Mono Lake. This request is due to the imminent harm caused by the lake surface elevation having fallen below 6,380 feet, and is consistent with State Water Board Decision 1631 (D1631), which mandated a lake level of 6,392 feet amsl (Public Trust Lake Level) to protect the resources now imperiled at Mono Lake.

Earlier this year, on April 1, 2022, Mono Lake's level was 6,380 feet. Since then the lake has fallen 1.6 feet. Lake levels below 6,380, including the current low level, pose an immediate risk to nesting birds because they expose significant portions of lakebed between the shore and nesting islands, providing predators with a path to access the islands and depredate the eggs and chicks of nesting birds. State Water Board action is necessary to prevent predation of one of the world's largest populations of California Gulls during nesting season. Gulls depend on the islands, which are naturally free of terrestrial predators, and as

higher-level consumers that depend on Mono Lake productivity, they are considered leading indicators of the overall health of the lake.

At the current low lake level, there is a high likelihood that predators will combine crossing of the landbridge on foot with short-distance swimming and wading to access and depredate gull nests on the islands in the 2023 nesting season and subsequent years. This behavior has been observed in the past. Delivering more water to the lake will help prevent this from occurring by either raising the lake level or preventing an additional drop in lake level. It will also help reduce the salinity level of Mono Lake below the limit established by D1631, and thus avoid violations of the federal Clean Water Act.

The emergency drought regulation proposed in this request is based on studies of the gull colony conducted by Point Blue Conservation Science, communication with federal, state and regional agencies (including California Department of Fish & Wildlife, Lahontan Regional Water Quality Control Board, California State Parks, and the United States Forest Service), hydrologic analysis performed by the Mono Lake Committee, and communication with the Mono Lake Kutzadika'a Tribe. The State Water Board (Board) has the authority to adopt the proposed emergency regulation. Water Code § 1058.5; Governor's October 19, 2021 Proclamation of a State of Emergency, ¶9. Alternatively and in addition, the Board has the authority to modify LADWP's water rights licenses pursuant to Condition L of Licenses 10191 and 10192, Water Code sections 100 and 275, and the common law public trust doctrine.

Background

LADWP diversions from the Mono Basin create a landbridge to Mono Lake's islands, allowing coyotes to access essential California Gull nesting grounds.

Mono Lake is a terminal, saline lake that supports a unique and highly productive ecosystem recognized for its state, national, and international significance; Mono Lake is also a designated Outstanding National Resource Water (ONRW). In the early 1940s, LADWP obtained permits to divert water from Mono Lake's four main tributary streams (Rush, Lee Vining, Parker, and Walker creeks) and export that surface water to Los Angeles via the Los Angeles Aqueduct system for municipal use. Deprived of inflow, the lake shrank in size, ultimately losing half its volume and doubling in salinity, impairing the productivity of its unique ecosystem. By 1982, LADWP's exports had lowered the lake's surface elevation by forty-five vertical feet, to 6,372 feet amsl. Large portions of the lakebed were exposed, connecting the shore to Negit Island. This exposed lakebed is referred to as the landbridge. The landbridge allows predators to walk across exposed lakebed and access nesting sites either on foot or by swimming and wading across short, shallow remaining stretches of water.

Up until 1979, Negit Island had been the principal nesting ground for the world's second largest nesting population of California Gulls. These birds build their nests on the ground, where they lay their eggs and care for their chicks until the chicks learn to fly. Once Negit was accessible from the shore, however, coyotes accessed the island during nesting season, disrupting the colony by eating gull eggs and killing many of the gull chicks.

The gulls, which have strong nesting site fidelity and live up to 27 years, abandoned Negit and began nesting on smaller islet habitats nearby. The gulls have still not successfully returned to nest on Negit, even after the Board reduced LADWP's exports from Mono Basin, because the lake has not risen and remained high enough to protect the island.

Today, the entire population of California Gulls nesting at Mono Lake does so on several smaller islets, most notably Twain Islet. Twain Islet is currently separated from the landbridge by a shallow stretch of water now dotted with emerging tufa shoals. In 2021, Twain Islet provided nesting grounds for 70% of the California Gull population at Mono Lake. See Attachment 1 (labeled aerial photo).

The Board adopts D1631 to protect Mono Lake's public trust resources, including California Gulls.

In 1994, to protect the gulls and other public trust resources at Mono Lake, the Board adopted D1631, which limited LADWP's diversion of surface water in order to raise the lake to, and maintain the lake at, an ecologically sustainable, long-term average level of 6,392 feet amsl (Public Trust Lake Level). See, e.g., D1631 § 6.8, pp. 156-57 (establishing new diversion limits); § 6.3.3, p. 100-06 (discussing lake level needed to protect gulls). The purpose of these diversion limits was to ensure that Mono Lake would rise from 6,375 feet amsl (the lake level in 1994) to the Public Trust Lake Level within a reasonable period of time. D1631 § 6.7, p. 195 ("This decision ... amends Los Angeles's water right licenses to include specified water diversion criteria which are intended to gradually restore the average water elevation of Mono Lake to approximately 6,392 feet above mean sea level in order to protect public trust resources at Mono Lake."). To achieve this protection, D1631 prohibited LADWP from exporting surface water diverted from tributary streams until the lake reached 6,377 feet amsl; allowed 4,500 acre feet of surface water export when the lake was between 6,377 and 6,380 feet amsl; and allowed 16,000 acre feet of surface water export when the lake was between 6,380 and 6,391 feet amsl. D1631 § 6.8, pp. 156-57.¹

In D1631, the Board discussed at length the impacts of lower lake levels on nesting gulls, including the risk of predation when exposed lakebed facilitates coyotes reaching nesting sites. D1631 § 6.3.3, p. 100-06. The Board noted that such predation had a significant adverse effect on the gull population. *Id.* at p. 105. It also noted that Java and Twain islets provided good nesting habitat if kept safe from coyote predation. *Id.* According to D1631, these islets are "effectively landbridged" when Mono Lake is between 6,374 and 6,375 feet amsl, and the lake level may fluctuate by several feet during prolonged droughts. *Id.* at 106. **As a result, the Board concluded that a lake level of 6,384 feet amsl would be necessary to protect nesting gulls from "coyote access to Negit Island and nearby islets and would maintain a buffer for continued protection during periods of extended drought."** *Id.*

D1631 also designated Mono Lake as an Outstanding National Resource Water, one of only two ONRWs in the state. D1631 at 151. This designation recognizes the "exceptional ecological significance" of Mono Lake and prohibits degradation of the lake's water quality from conditions

¹ In addition to exporting surface water from the lake's tributary streams, LADWP also receives approximately 10,000 acre feet of groundwater captured in the Mono Craters Tunnel each year.

existing in November 1975. See D1631, at 151-52. At that time, the salinity of the lake was approximately 85 g/l at a lake level of 6,379 feet amsl.¹ Id. According to D1631, “allowing water diversions resulting in a salinity higher than 85 g/l would be contrary to the ... antidegradation policy.” Id. at 152. D1631 states “As [an ONRW], the water quality which existed [in Mono Lake] in November 1975 when the federal antidegradation regulation was enacted must be maintained and protected. To maintain the salinity of Mono Lake at 85 g/l or lower would require that the water level of the lake be raised and maintained at 6,379.3 feet or higher.” Id.

Lastly, D1631 acknowledged that its diversion criteria might not achieve the Public Trust Lake Level within a reasonable period of time. Thus, the Board ordered a follow-up hearing to reconsider these diversion criteria if, in twenty years, the lake had not reached the Public Trust Lake Level. See D1631, § 6.8, p. 158 (If diversion restrictions did not result in the lake rising to the Public Trust Lake Level, “the SWRCB could adjust the water diversion criteria in an appropriate manner under the exercise of its continuing authority over water rights.”); Stream Restoration Order § 2.2, p. 3 (follow-up hearing would allow the Board to “reconsider[] ... diversion criteria based on the conditions of Mono Lake and the surrounding area to determine whether further revisions to the licenses are appropriate”). Twenty-eight years after D1631, the lake still has not reached 6,392 feet amsl. As a result, a follow-up hearing to reconsider the diversion criteria is required. However, we understand that, due to the Board’s very busy docket, this hearing is not likely to occur in 2023, underscoring the need for immediate action on the current emergency situation until the hearing can be conducted.

Mono Lake drops below 6,380 feet amsl, causing renewed danger for nesting California Gulls.

While Mono Lake initially rose under D1631’s diversion criteria, low runoff and precipitation affected the lake, notably in 2012–16 and again over the last few years. The legacy of decades of LADWP diversions lowering the lake, coupled with low runoff conditions and LADWP’s ongoing exports, caused the lake to drop below 6,380 feet amsl in August 2014, for the first time since D1631 was issued. D1631 gave no indication that the Board (or any party to the proceeding) anticipated the lake would fall back to levels below 6,380 feet amsl twenty years after implementing the diversion limits.

In 2016, when the lake was at about the same level it is today, coyote presence was documented on Negit Island and several small adjacent islets despite small remaining stretches of water at the north edge of the landbridge. At that point, it became clear that coyotes pose a threat to nesting gulls even when the lake is above 6,375 feet amsl, the level the Board previously observed to be the point of effective landbridging. D1631 § 3.3, p. 106. Evidence from recent years shows that coyotes do not need a completely dry landbridge to access nesting islands, and that they will wade through water and even swim short distances to access gull nesting sites. Moreover, once coyotes learn that the nesting areas provide an abundant source of food, they may go to even greater lengths (e.g., wading deeper, swimming farther) to access the sites. To protect the gulls in 2017, the Committee collaborated with California State Parks, the California

¹ Because the lake is saline, and salinity levels affect the productivity of the ecosystem, the water quality standard relevant to the antidegradation policy at Mono Lake is salinity.

Department of Fish & Wildlife, and US Forest Service, to install a fence across the landbridge to keep predators away from the remaining nesting grounds, principally on Twain Islet. The fence successfully deterred coyotes that year.

However, fencing is an emergency solution to an emergency problem. Fencing reduces predation risk but is not foolproof. Field camera imagery from 2017 showed coyotes looking for holes, gaps, and other ways to circumvent the fencing, necessitating constant maintenance at a remote and hard to access location with extreme conditions where fence failure could occur and persist for days. Earlier fences constructed in the 1980s failed to stop predation. Moreover, the landbridge expands in size as the lake level drops. See Attachment 2 (showing the size of the landbridge at different lake levels). At a certain point, the modern fence will become ineffective because the landbridge will offer approaches to the nesting islets from multiple directions, exceeding the effective functioning of a fence.

Gulls that experience predation in their nesting area are prone to abandon that area for many years. This was observed after coyotes accessed Negit Island in 1979; the gulls did not successfully return. This was also observed after coyote presence was documented Java Islet in 2016; the islet has been abandoned as a nesting island in all subsequent years. The loss of Twain Islet as a nesting site could be devastating to the already steeply declining Mono Lake gull population. Not only would gulls experience reduced productivity from dramatically increased predation rates, the disruption of their nesting sites could have lasting impacts on gull productivity. The remaining predator-free nesting island space is limited and is unlikely to support even a fraction of the 10,000 nests currently supported on Twain.

Mono Lake needs all available water to protect California Gull nesting islets.

As described above, the California Gulls are currently threatened by predators crossing the landbridge. Having abandoned Negit Island and Java Islet, most gulls rely on Twain Islet for nesting. The dry portion of the landbridge is now close to Twain, the adjacent water is only several feet deep, and several tufa shoals have emerged between the landbridge and Twain. While fencing may temporarily protect the gulls, it is not foolproof. See Attachment 3 (showing coyotes at the outer edge of the landbridge in May 2022).

The Board has previously studied the situation in detail for D1631 and determined that a higher lake level and larger water barrier are essential to preventing predators from accessing the nesting islands. Delivering as much water as possible to Mono Lake is the only way to beneficially influence lake level until the emergency condition is eliminated.

The proposed emergency regulation would provide this protective measure. If the regulation is in place for the next runoff year (2023–2024), an additional 4,500 acre feet could be added to the Lake, raising it approximately 0.1 foot. In this emergency situation, small changes in lake level produce meaningful changes to the landbridge boundary and reductions in the landbridge size, increasing island separation from the landbridge and creating protection that adds up over time. To prevent the lake from immediately returning to the same emergency conditions (i.e., falling below 6,380 feet amsl), we request an emergency regulation that would remain in place until the lake has

reached 6,384 feet amsl. As the Board noted in D1631, such a buffer is necessary to protect public trust resources in the event of prolonged drought. D1631 § 6.3.3, p. 106.

The Board has authority to adopt the requested temporary regulation.

The Board has authority to issue an emergency drought regulation that suspends the export of water diverted from Rush and Lee Vining creeks. Cal. Water Code § 1058.5. Section 1058.5 authorizes the Board to issue emergency curtailment regulations to prevent unreasonable use of water during a declared drought emergency. First, like emergency regulations adopted by the Board that have limited water diversions from the Scott and Shasta rivers or Mill and Deer creeks, the proposed emergency regulation would prevent negative impacts on the level of Mono Lake due to the diversion and export of water, at times when such exports amplify, extend, or pre-position the lake to be in the emergency situation below 6,380 feet described here, finding such diversions to be an unreasonable use of water. See *id.* § 1058.5(a)(1); see also Cal. Code Regs., tit. 23, § 875 (Scott and Shasta Rivers); *id.* § 876.5 (Mill and Deer Creeks). Second, the regulation would be adopted by the Board during a period for which the Governor has declared a state of emergency. See Cal. Water Code § 1058.5(a)(2); Governor’s October 19, 2021 Proclamation of a State of Emergency, ¶9. The emergency regulation that is the subject of this petition meets the requirements of section 1058.5. Moreover, the adoption of the proposed emergency regulation would be exempt from the California Environmental Quality Act (CEQA), pursuant to the Governor’s drought proclamations in 2021 and 2022. See Governor’s March 28, 2022 Executive Order N-7-22, ¶5; State Water Resources Control Board, Resolution No. 2021-0038, ¶2.

The Board likewise has the authority to issue an emergency regulation that limits water diversions for the purposes of protecting the public trust and preventing the unreasonable use of water, including water diversions that unreasonably harm wildlife. Under Article X, section 2 of the State Constitution and the common law public trust doctrine, water rights in California are subject to the Board’s authority—and its obligation—to prevent waste and unreasonable use and to protect the public trust. See also Cal. Water Code §§ 100, 275. This authority is expressly recognized within Condition L of LADWP’s Licenses 10191 and 10192, which states that “[p]ursuant to Water Code sections 100 and 275 and the common law public trust doctrine, all rights and privileges under this right, including ... quantity of water diverted, are subject to the continuing authority of the State Water Board.”

Recommendation

For all the reasons stated above, the Committee requests that the Board issue an emergency regulation, or take other action, suspending the export of water diverted from Rush and Lee Vining creeks and requiring delivery of that water into Mono Lake until Mono Lake has risen to 6,384 feet amsl. This regulation would address the immediate crisis faced by nesting California Gulls as discussed in detail above. It would also comply with the federal antidegradation standards, which generally prohibit actions that would degrade the water quality of an ONRW. The proposed regulation would address the existing emergency by taking action to raise the lake above 6,380 feet amsl. It also includes the minimum buffer necessary to keep the lake above 6,380 feet amsl, and thus avoid another emergency situation, during future multi-year droughts. The

Board acknowledged the need for such a buffer in D1631. D1631 § 6.3.3, p. 106.

The proposed regulation is directly responsive to the emergency situation described in this letter. To be clear, the proposed regulation on its own is not sufficient to achieve the Board's broader mandate to protect multiple public trust resources at Mono Lake, including ecosystem productivity, air quality, and others. D1631 established a Public Trust Lake Level of 6,392 feet amsl for this purpose. For example, while the productivity of the alkali flies would benefit from the salinity reduction achieved by the proposed emergency regulation, raising the lake to the Public Trust Lake Level is necessary to ensure the long-term productivity and health of this critical biological and cultural resource. As the Board recently noted, a subsequent hearing is required under D1631 to reconsider the diversion criteria provided in LADWP's water rights licenses so that the lake can finally achieve the Public Trust Lake Level. Mono Lake Basin Order 2021-86 at § 2.2, p. 3.

While there is only one way to protect Mono Lake's large population of nesting California Gulls (i.e., delivering as much water as possible to the lake until the lake has reached a level that will protect the nesting islands from predation), there are multiple ways for LADWP to adjust to the proposed temporary reduction in water diversions. When the lake is below 6,380 feet amsl, LADWP is allowed to export 4,500 acre feet of surface water per year. This represents less than 1% of LADWP's total annual water usage based on recent LADWP water use data. Moreover, even if LADWP suspends the export of water diverted from Rush and Lee Vining creeks and delivers that water into Mono Lake, it will still receive approximately 10,000 acre feet per year in groundwater captured and exported through the Mono Craters Tunnel, more than half of which would otherwise flow to Mono Lake.

Nonetheless, we understand that the ongoing drought is causing shortages and disruptions for water supply throughout California, including both Los Angeles and Mono Lake. LADWP is rightfully concerned about where it will obtain water to replace the 4,500 acre feet the requested emergency regulation would mandate remain in Mono Lake. We share the concern. Thankfully the City has a diverse water supply portfolio and there are many ways to achieve the city's local water supply development goals, which enhance LADWP's ability to meet its responsibilities at Mono Lake.

The Mono Lake Committee has a long track record—going back to the 1990s—of working with LADWP to secure replacement water supplies. The Committee had local supply funding success in 1993 when the Mayor of Los Angeles joined with the Committee to apply for \$36 million to fund demand reduction programs, water recycling, and groundwater recharge facilities benefiting Los Angeles and Mono Lake.

Given the present crisis, the Committee has been working with State agencies and others this year to secure special programmatic grant funding to underwrite direct installation and other water efficiency and supplemental water replacement programs for Los Angeles. Direct installation of water efficient appliances in lower-income areas of the city is a particularly high priority for Los Angeles community groups because it saves water and helps to make LADWP water bills more affordable.

As part of this process, we have repeatedly reached out and invited LADWP to partner with us in

requesting new State funding to address the critical situation facing Los Angeles and Mono Lake. State agencies have encouraged these requests, but to date LADWP has declined to join us.

The Committee reached out to LADWP about the emergency situation described in this letter on November 30, 2022, requesting their voluntary action to deliver more water to Mono Lake. See Attachment 4 (letter to LADWP). On December 14 LADWP sent a response indicating it does not intend to take any voluntary actions to address the emergency situation by reducing export of water diverted from Mono Lake's tributary streams.

The Committee does not submit this petition lightly. The current situation is well established as an emergency, in substantial part by the State Water Board's own analysis for D1631. After 28 years, the Board and all parties expected the level of Mono Lake to be much higher, implementing a nature-based solution that eliminated the challenge of predators using the landbridge. But with the lake instead lingering at the present low level, immediate action is necessary to achieve the public trust protections for Mono Lake set forth in D1631.

The Committee would be happy to answer any questions regarding this letter or discuss the recommended regulation. Please contact Bartshe Miller, Eastern Sierra Policy Director, at (760) 647-6595 or bartshe@monolake.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. McQuilkin', with a long horizontal flourish extending to the right.

Geoffrey McQuilkin
Executive Director

CC:

Eileen Sobeck, Executive Director, California State Water Resources Control Board

Attachment 1

Nov 4, 2022

Landbridge

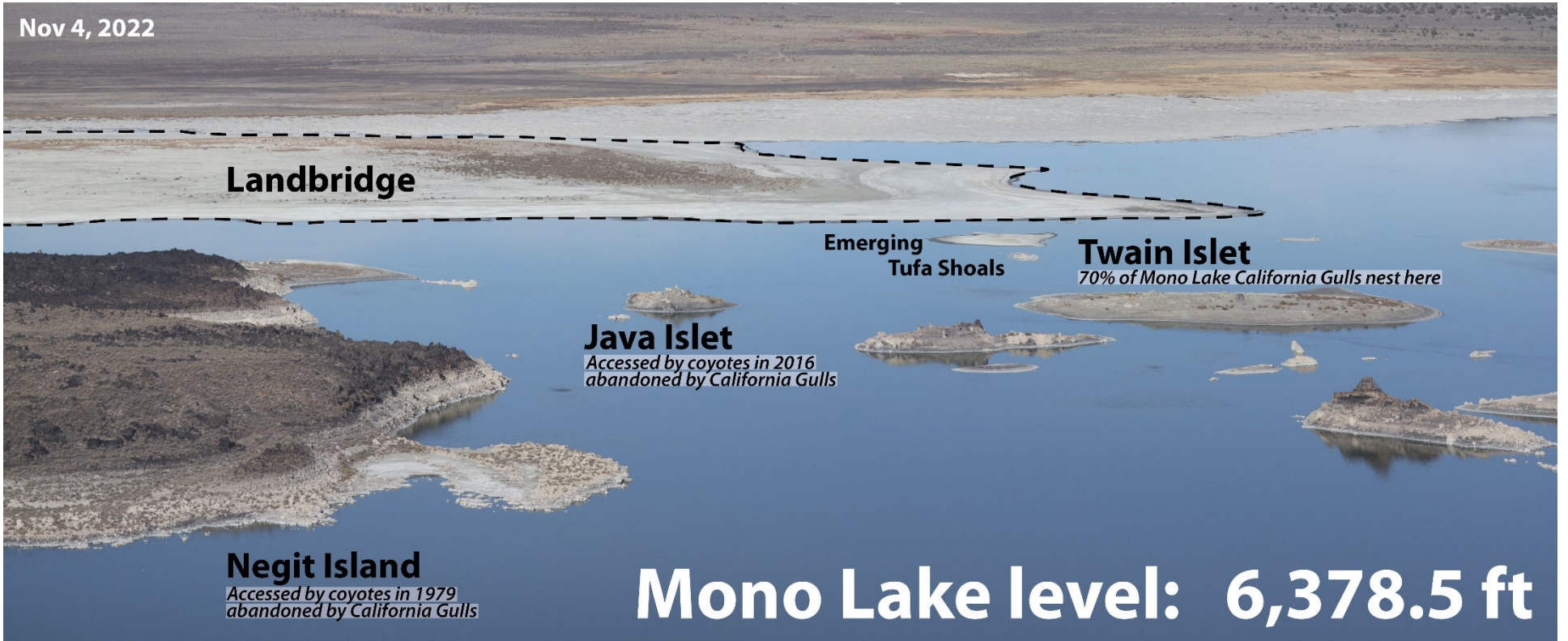
**Emerging
Tufa Shoals**

Twain Islet
70% of Mono Lake California Gulls nest here

Java Islet
*Accessed by coyotes in 2016
abandoned by California Gulls*

Negit Island
*Accessed by coyotes in 1979
abandoned by California Gulls*

Mono Lake level: 6,378.5 ft



Attachment 2



Mono Lake Level: 6,382.9 ft



Landbridge

**Submerged
Tufa Shoals**

Twain Islet

*Max. Depth
~11 ft*

Java Islet

*Max. Depth
~8 ft*

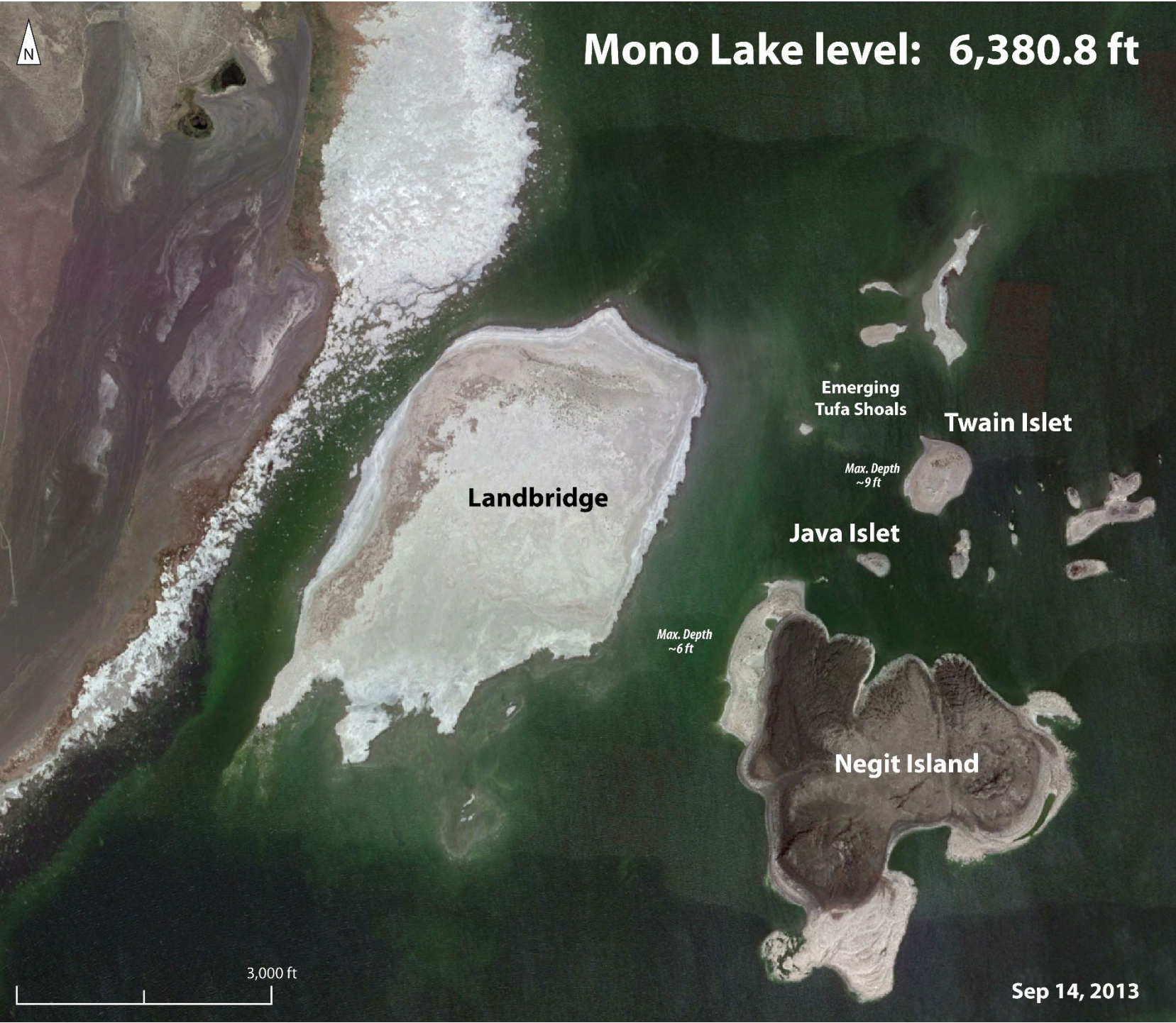
Negit Island

3,000 ft

Sep 13, 2019



Mono Lake level: 6,380.8 ft



Landbridge

**Emerging
Tufa Shoals**

Twain Islet

*Max. Depth
~9 ft*

Java Islet

*Max. Depth
~6 ft*

Negit Island

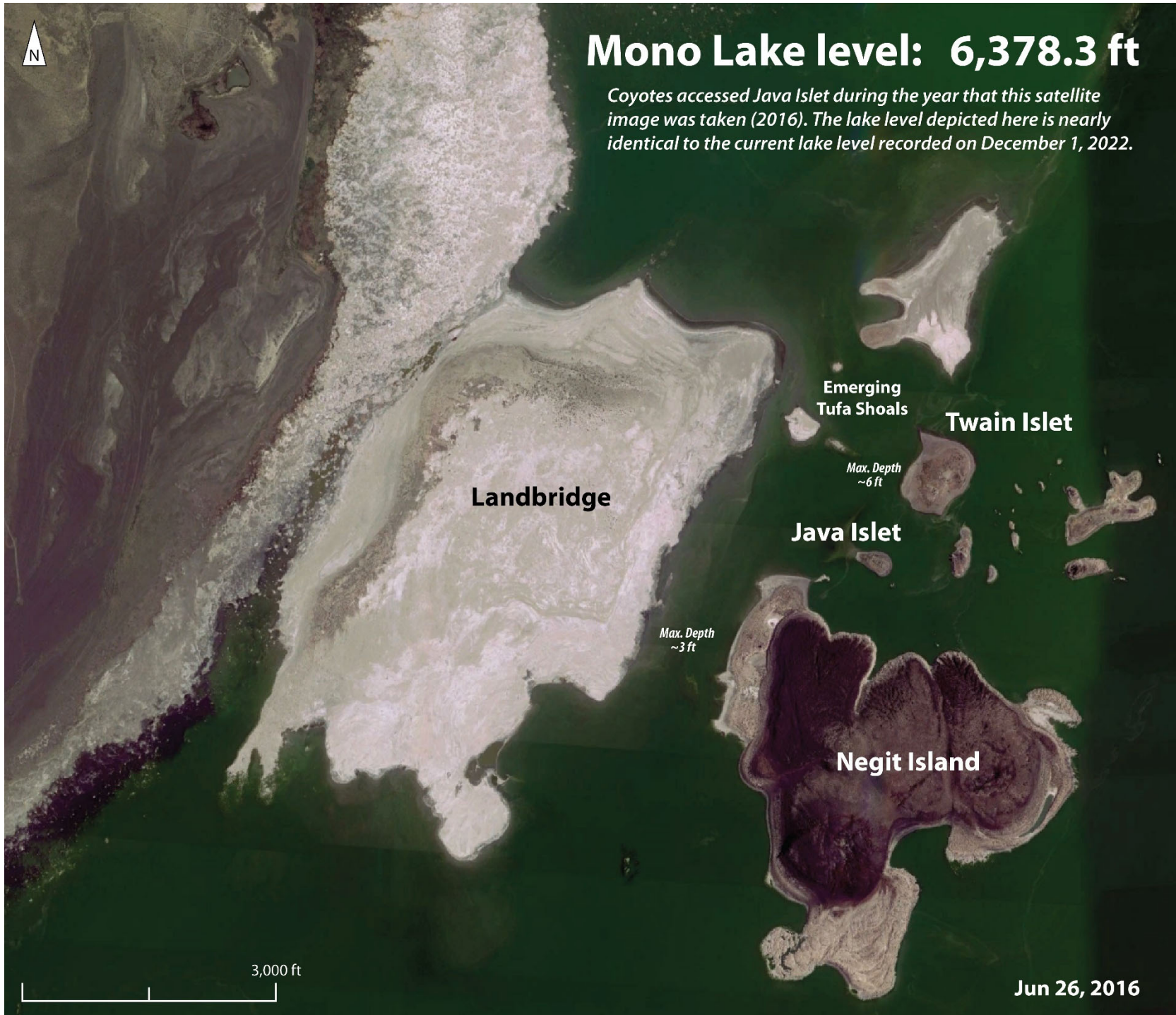
3,000 ft

Sep 14, 2013



Mono Lake level: 6,378.3 ft

Coyotes accessed Java Islet during the year that this satellite image was taken (2016). The lake level depicted here is nearly identical to the current lake level recorded on December 1, 2022.



3,000 ft

Jun 26, 2016

Attachment 3

Mono Lake Level: 6,379.7 ft

Negit Island

coyote

Landbridge

MOULTRIE

☉ 16 °C

Landbridge_1

20 MAY 2022 09:50 am

Attachment 4



MONO LAKE COMMITTEE

P.O. Box 29
Hwy 395 and Third Street
Lee Vining, CA 93541
Phone (760) 647-6595
Fax (760) 647-6377

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monobasinresearch.org

November 30, 2022

Anselmo Collins

Senior Assistant General Manager - Water System
Los Angeles Department of Water and Power
111 N. Hope Street
Los Angeles, CA 90012

RE: Request to assist with emergency protection of nesting birds and lake water quality at Mono Lake

Sent via email to: Anselmo.Collins@ladwp.com

Dear Mr. Collins,

Mono Lake provides vital habitat to millions of migratory and nesting birds, is a critical resource on the Pacific Flyway, and is recognized for its national, international, and hemispheric ecological significance. The surface level of Mono Lake today is 6,378.4 feet above sea level, an alarmingly low level that results from legacy impacts of the Los Angeles Department of Water and Power's (LADWP) water diversions, accentuated by recent drought.

This low lake level jeopardizes the safety of one of the world's largest nesting California Gull colonies by landbridging nesting islands, thus exposing eggs and chicks to predation during the upcoming nesting season. This situation is of significant concern and the Committee is collaborating with management agencies including the California Department of Fish and Wildlife on proactive actions to protect the gulls. Additionally, due to the low lake level, salinity has increased to levels that exceed federal and state water quality standards. LADWP's diversion of water from Mono Lake's tributary streams directly affects lake level by reducing inflow to the lake.

Given these emergency conditions, **the Mono Lake Committee respectfully requests that the Los Angeles Department of Water and Power help protect nesting birds and lake water quality by voluntarily reducing Mono Basin water exports until the emergency conditions are alleviated, specifically by suspending the export of water diverted from Rush and Lee Vining creeks and delivering that water to Mono Lake instead.**

In the coming runoff year, suspending surface water export means leaving 4,500 acre-feet of water in the Mono Basin for Mono Lake, representing less than 1% of

the City's annual water consumption while making an urgent difference to the security of the nesting colony. LADWP would continue to receive approximately 10,000 acre-feet of groundwater captured in the Mono Craters tunnel in the year ahead.

An emergency situation currently faces the nesting California Gull population—one of the world's largest—during the soon-to-begin 2023 nesting season. Without action, there is a high probability of coyotes accessing the nesting colony and depredate gull nests (which are on the ground) and chicks (which are flightless until at least mid-July), which will impact the population's reproductive success and likely cause nesting ground abandonment and long-term colony disruption. Even a single coyote accessing the nesting islets could be catastrophic for reproductive success of the gulls.

The coyotes are able to access the nesting islands due to the legacy impacts of LADWP's water diversions, accentuated by recent drought, that lowered the level of Mono Lake, and exposed the previously submerged lakebed that forms the landbridge between the shore and nesting islands. The nesting islands will be protected from predator access when past LADWP water diversion impacts have been mitigated by the lake recovering to the mandated management level of 6,392 feet as required by the State Water Resources Control Board.

The lake is currently 14 feet below this sustainable level and the landbridge has expanded significantly toward the nesting islands. In 2023 the lake will be lower than during the 2022 nesting season. Coyotes do not need a completely dry landbridge to access the islands. Rather, evidence from recent years shows the coyotes will wade through water and even swim short distances to access gull nesting sites. Moreover, once coyotes learn that the nesting areas provide a source of food, they may go to even greater lengths (e.g., wading deeper, swimming farther) to access the site.

To proactively protect the nesting colony in 2023, the Committee is collaborating with the California Department of Fish and Wildlife, California State Parks, and others to install temporary electric fencing to attempt to steer coyotes away from the at-risk nesting gulls. While this method proved successful in 2017, fencing is not foolproof; additionally, it will become ineffective if the landbridge grows substantially due to further lake level decline.

Therefore, it is imperative to keep the lake from dropping any lower than it already has and LADWP is in a unique position to join this effort and directly benefit the lake level by suspending the export of water diverted from Rush and Lee Vining creeks and delivering that water to the lake instead.

LADWP action will also beneficially address a second serious situation that has emerged this year. Mono Lake salinity levels have increased beyond the maximum permitted by the federal Clean Water Act antidegradation policy. In Decision 1631, the State Water Resources Control Board designated Mono Lake an "Outstanding National Resource Water," one of only two in the state. This Tier III designation set a maximum salinity of 85 g/l, corresponding to a lake level of 6,379.3 feet. Mono Lake's current salinity is higher than 85 g/l. Thus, suspending export of water diverted from tributary streams benefits LADWP by avoiding actions that would further degrade water quality in violation of the standard.

The Mono Lake Committee recognizes that historic drought and dry conditions are impacting both Mono Lake and Los Angeles. Los Angeles has made impressive water efficiency progress in the decades since the State Water Board's Mono Lake decision, using the same amount of water as 50 years ago despite significant population increase. The recent water conservation successes of Los Angeles residents to the drought are notable and studies show even more conservation can be accomplished. The Mono Lake Committee continues work on our pledge to help secure funding for Los Angeles to support additional conservation efforts that will improve affordability of water for low-income households while expanding capacity to provide water to protect Mono Lake.

The situation at Mono Lake is serious. The Mono Lake Committee requests LADWP assistance by contributing something only LADWP can: water. We urge LADWP to act on this request quickly by informing the Mono Lake Committee and the State Water Board of your response as soon as possible. The Committee is already working on the gull protection fence and we expect to brief the State Water Board on this urgent situation soon.

Thank you for your attention to this urgent matter.

Sincerely,



Geoffrey McQuilkin
Executive Director

CC

Cynthia McClain-Hill, LADWP Board President

Martin Adams, General Manager and Chief Engineer



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December 22, 2022

SENT VIA US & ELECTRONIC MAIL

Mr. E. Joaquin Esquivel, Chair
Ms. Eileen Sobeck, Executive Director
California State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95814
Joaquin.Esquivel@waterboards.ca.gov

Re: Support for Emergency Action at Mono Lake Due to Low Lake Level

Dear Mr. Esquivel and Ms. Sobeck,

I am writing on behalf of the Mono Lake Kutzadika'a (also spelled Kootzaduka'a or Kutzaduka'a) Tribe to support the request from the Mono Lake Committee that the State Water Resources Control Board (SWRCB) immediately issue an emergency regulation to halt the export of water diverted from Mono Lake's tributary streams by the Los Angeles Department of Water and Power (LADWP). Specifically, the Tribe echoes the Committee's request that **all diversions be halted until the Lake reaches a level of at least 6384' above sea level**, at minimum, in order to prevent further deterioration of the Tribe's cultural connection with the lake. This action is also necessary to alleviate the current emergency threats to the nesting gull colony and violations of water and air quality standards, which are also of great importance to the Tribe.

The requested action is critical and necessary, and would only begin to remedy the nearly three (3) decades of damage caused by the Lake remaining below the level that the Board found necessary in 1994 to protect the public trust. Additionally, the SWRCB failed to meaningfully consider the Tribe's cultural resources or connection with the Lake before issuing Order D1631, and though there is some overlap, the public trust does not encompass these things. The Board's prompt action is separately critical and necessary to protect the Tribe's previously unconsidered cultural resources and connection with the Lake, though much more is needed beyond this emergency action request.

THE CULTURAL SIGNIFICANCE OF KOOTZABAA'A (MONO LAKE)

Mono Lake and the five (5) creeks that feed it have indisputable cultural significance for the Mono Lake Kutzadika'a people. In the words of the Tribe, "Kootzabaa'a (Mono Lake) is the physical, cultural and spiritual center of the Kootzaduka'a people."



The Tribe's subsistence relationship with the lake has been passed down by tribal elders from generation to generation to this very day and is well documented by renowned anthropologists, historians, naturalists, and ethnologists. As early as 1901, C. Hart Merriam, a naturalist, linguist, and, late in life an anthropologist, recorded encounters with the Tribe and writes of the Kutzadika'a people's alkali fly (*Ephedra bians*) harvesting process. Merriam provides a description of the tribal members' collection and preparation of the fly pupae on the shores of Mono Lake which they "take their name from." Pioneer historian Ella Cain, born in the late nineteenth century, was a school teacher in Bodie and, in "The Story of Early Mono County", wrote a detailed description of the collection and preparation of "ko-cha-bee," writing that the fly pupae "were considered to be the greatest delicacy of the Piute world. The real test of an Indian's friendship for you was for him or her to offer you a piece of pine nut or acorn bread sprinkled with ko-cha-bee." She also recounts and describes that "Gambling games (played with sticks for counters), singing and dancing were in progress during the nights of each harvesting ... Each festival or pow-wow of course was held at the scene of the harvesting; the ko-cha-bee festival at Mono Lake being the biggest." Mono Lake's abundance of "ko-cha-bee" was life-sustaining to tribal members, who relied on the processed fly pupae as a source of protein to get them through the long cold winters.

EXCESSIVE DIVERSIONS THREATEN THE TRIBE'S CONNECTION TO MONO LAKE

As a result of the LADWP's decades of water diversions, the surface of Mono Lake sits today at the alarmingly low 6,378.4 feet above sea level. When lake levels are artificially low from excessive diversions, this adversely impacts the alkali flies that are so vital to the Tribe in two related but distinct ways.

First, the low lake level increases salinity. There is no question that water quality / salinity adversely affects the culturally significant alkali flies. Numerous scientific studies¹ have found that the productivity of alkali flies at Mono Lake, and thus the abundance of alkali fly pupae available for gathering, is correlated to the salinity of Mono Lake. While the saline water conditions natural to Mono Lake are favored by alkali flies, the high salinities that exist due to the artificial lowering of the lake cause reduction of body size and overall population productivity in the alkali flies. Excessively high salinities would create conditions at which the lake's alkali fly population could not survive. Similar trends are seen with the lake's brine shrimp population.

Second, the low lake level threatens the ability of the Lake's alkali flies to reproduce by decreasing the available littoral hard substrate where they reproduce. This is especially true in the shallows near the groves of tufa columns when the water drops below the bottom of the columns, **as is now the case for many (but not all) of the Lake's tufa column groves**. As described below, this is the area where the Tribe harvests kootzabe and locates its subsistence connection to the Lake, and it is disappearing as a result of water diversions.

The tufa columns are the most important fly breeding and egg-laying habitat in Mono Lake. The female alkali fly crawls down the tufa column and deposits her eggs at the base of the column. As she crawls into the water a bubble of air encapsulates her so that she can breathe the air within the bubble while submerged. Once finished with egg-laying, she releases her hold of the tufa and immediately floats to the surface where the air bubble bursts and she is on top of the water and can fly away at that

¹ See, e.g., The Mono Basin Ecosystem: Effects of Changing Lake Level. 1987. Pages 90-92, 188-190.

point. The eggs hatch and the larvae feed on the algae growing on the submerged portion of the tufa column. Regardless of the Lake chemistry, the alkali fly must have access to tufa columns that are both exposed at the top and submerged at the bottom so that she can climb down the tufa to submerge herself underwater to lay eggs.

These tufa grove shallows are where the Tribe harvests kootzabe, as waves dislodge the puparium from the columns so that they float in the shallows and become available for harvest. The areas with the right combination of exposed-submerged tufa columns are the areas where the most abundant quantities of kootzabe would be found and would correspondingly be the areas where traditional harvesting would occur. However, when the lake level recedes below the bottom of the tufa column, the flies cannot go underwater to lay eggs, and the Tribe cannot then harvest the fly pupae in the shallows.

When the lake drops below the tufa, as it has in many cases, this cuts off the Tribe's connection to a vital cultural resource that has sustained the Tribe since time immemorial.

DECADES OF DAMAGE TO CULTURAL RESOURCES AND THE FLOUTING OF D1631

Salinity is a water quality consideration directly correlated with the surface elevation of the lake and the lake's resulting volume. The SWRCB considered multiple studies that linked salinity to surface elevation during over four months of hearings in 1993 and 1994 and encompassing over 125 witnesses as part of the Board's evaluation of water license conditions necessary to protect Mono Lake public trust values.

The SWRCB made a determination in 1994 of an elevation level consistent with the public trust: "Based on the evidence presented, the SWRCB concludes that a water level in Mono Lake at or near 6,390 feet will maintain the aquatic productivity of the lake in good condition" (Mono Lake Basin Water Right Decision 1631, page 82). Ultimately, the SWRCB chose 6,392 feet as the sustainable management level:

"This decision ... amends Los Angeles's water right licenses to include specified water diversion criteria which are intended to gradually restore the average water elevation of Mono Lake to approximately 6,392 feet above mean sea level in order to protect public trust resources at Mono Lake." (D1631 § 6.7, p. 195.)

Moreover, the diversion criteria were based in part on "the need to reach a lake level that is consistent with protection of public trust resources in Mono Basin **in a reasonable amount of time**" (D1631 § 6.8, p. 158, emphasis added).

Mono Lake has never reached its public trust level since D1631 and, as of November 1, 2022, was **6378.4 feet - more than thirteen (13) feet below the management level mandated by the SWRCB**. Although Mono Lake has never come close to the public trust level mandate set out in 1994 in D1631, Los Angeles is able to typically divert 16,000 acre feet annually, and 4,500 acre feet at the current low level, under the plan that set out the "transition period" (i.e. while the lake is rising to 6,392 feet). D1631 § 6.8, pp. 156-57.

The Tribe, having members living in the Mono Basin, is additionally concerned about worsening air quality due to wind-borne particulates that are wind-swept from exposed alkaline lake beds, into the air. These particles are known to be carcinogenic and constitute a severe health threat to the Tribe as

well as the nontribal community. Curtailing water diversion to inundate exposed alkaline lakebeds is the only lasting solution to protect the health of people and wildlife.

As the SWRCB stated in its 1994 order:

“Based on the evidence discussed in previous sections, the SWRCB concludes that maintaining an average water elevation sufficient to result in compliance with federal air quality standards [i.e., 6,392 feet] will also provide appropriate protection to public trust resources at Mono Lake[, including]: air quality in the Mono Basin; water quality in Mono Lake; the Mono Lake brine shrimp and alkali fly which provide food for migratory birds; secure, long-term nesting habitat for California gulls and other migratory birds; easily accessible recreational opportunities for the large number of visitors to the Mono Lake Tufa State Reserve; and the panoramic and scenic views which attract many people to the Mono Basin.” (D1631 § 6.7, p. 155.)

The SWRCB recognized the limits of the computer modeling available in 1994 and anticipated the possibility of future hydrologic conditions differing significantly from historical conditions. (D1631, § 6.8, p. 158.) In doing so, the SWRCB anticipated adjusting diversion criteria in the future to account for these divergences: If “future conditions vary substantially from the conditions assumed in reaching this decision,” then “the SWRCB could adjust the water diversion criteria in an appropriate manner under the exercise of its continuing authority over water rights.” (Id.)

While the most egregious environmental and cultural destructions that would have taken place without D1631’s limitations on LADWP stream diversions have been mostly avoided, there has been no “transition” to an acceptable lake level. An acceptable lake elevation must protect the Tribe’s cultural uses of the Lake – which have never been meaningfully considered by the Board, and be, at a minimum, consistent with the public trust (as determined by this Board in D1631). LADWP should not be allowed to continue to divert water each year when the lake has failed to even once reach its public trust level over the past 28 years, and all diversions must immediately cease until the Lake rises out of its current crisis.

A LONG TERM SOLUTION IS NEEDED

At this time, the requested emergency regulation is critically necessary. However, such an action would only provide short term relief, and would not come close to bringing the lake to the level established nearly three decades ago and ordered in D1631. More importantly however, the process by which the Board issued Order D1631 in 1993 and 1994 – as well as the 2021 Stream Restoration Order (2021-86) – failed to formally or meaningfully involve the Tribe, and as a result the Tribe’s perspective was absent from hearings and resulting order. The Tribe has not had a seat at the table and as a result, neither D1631 nor 2021-86 discuss or reflect a lake elevation that is meaningful to the Tribe. However, it is obvious that the Lake is in crisis and that an immediate cessation of water diversions is necessary for many reasons.

A longer term solution must meaningfully involve the Tribe. This will necessarily involve the Board holding hearings and taking testimony from tribal representatives, and the Tribe looks forward to participating in that process in the future. However, for any long term solution involving a determination of a suitable lake elevation and revisions to LADWP’s diversion licenses to meaningfully involve the Tribe, the Board should allow the process (currently underway) of assessing

and designating Tribal Beneficial Uses for Mono Lake to take its course. Accordingly, the Tribe believes a hearing at this time to determine long term solutions for Mono Lake would be premature.

The Tribe is currently working closely with the Lahontan Regional Water Quality Control Board (Lahontan Waterboard) on their Tribal Beneficial Uses Designation Project. As this Board is aware, the designation of Tribal Beneficial Uses (TBU) is a way to acknowledge and protect Tribal cultural and subsistence uses of waterbodies in California. This process involves the Lahontan Waterboard amending its Basin Plans to incorporate TBU designations, which takes time.

Although the Lahontan Waterboard has given area tribes until February 2023 to request TBU designations, the board notified the Tribe on October 20, 2022 that it had modified its project plan and decided to move forward with the Basin Plan Amendment process to designate Mono Lake and its tributaries. This was welcome and exciting news to the Tribe.

The Tribe invited the senior leadership of the Lahontan Waterboard to a field visit on August 17, 2022 where tribal members went out to select locations on the shores of Mono Lake to explain and visually point out their tribal uses and values. It was also an opportunity for the Tribe to articulate threats to their cultural heritage and practices stemming from the effects of water diversion and a hotter and dryer climate. The senior leadership was so impressed with the insights they gained, that they requested the Tribe hold a similar field visit at Mono Lake for their full staff. The Tribe arranged a second field visit on November 3, 2022 with approximately 50 to 60 of the Lahontan Waterboard staff who were able to participate. The participating staff left with a similar appreciation of the tribal perspectives and concerns, which media in any format cannot adequately convey. The Tribe has scheduled a government-to-government consultation meeting with the Lahontan Waterboard in January of 2023 to formally engage in the TBU process.

From a tribal perspective, it is important to allow this TBU process to complete before moving forward with a hearing to attempt long term solutions for Mono Lake. The Tribe has never had to consider what constitutes meaningful protections of cultural resource values at Mono Lake because formerly there has never been an opportunity to do so, and because the Tribe was not meaningfully included in former efforts to protect Mono Lake. Participation in the TBU process will help the Tribe assess and communicate its traditional cultural uses and values, in preparation for a future hearing to discuss long term solutions at Mono Lake. To move forward with a hearing to discuss long term solutions at Mono Lake, before the conclusion of the TBU process, would put the Tribe at a great disadvantage in that the Tribe would not be prepared to present its cultural values and could potentially be overshadowed by better organized and financed entities, such as LADWP, who have the means and opportunities to not only present their needs, but also to undermine tribal values perceived as conflicting with their expressed needs.

Accordingly, the Tribe respectfully requests that the Board allow the TBU designation process to conclude before it considers appropriate long-term changes to the orders set forth in D1631.

CONCLUSION

The Tribe's request for an immediate cessation of all stream diversions and for meaningful and appropriately timed consideration of its perspective and interests are in alignment with the SWRCB's

2021 Resolution Condemning Racism.² In its resolution, the SWRCB acknowledged and recognized that its programs have been historically established over a structural framework that perpetuated racial inequalities. The omission of the Kutzadika'a Tribe in any formal or meaningful way from the hearings that resulted in D1631 certainly illustrates this history. The Board unanimously-approved this important resolution and made a number of commitments and directives, including the following:

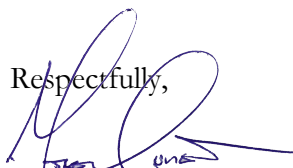
The SWRCB “[r]eaffirms our commitment to improving communication, working relationships, and co-management practices with all California Native American Tribes, including seeking input and consultation on the Water Board’s rules, regulations, policies, and programs to advance decisions and policies that better protect California’s water resources. The State Water Board recognizes our parallel relationship to the people we serve and values tribes’ traditional ecological knowledge and historic experience with managing California’s water resources since time immemorial.” SWRCB Resolution No. 2021-0050, p. 8.

...

The SWRCB “[d]irects staff to develop strategies for effectively reaching and meaningfully engaging with Black, Indigenous, and people of color communities; involving and partnering with tribes, stakeholders, and other interested parties in our decision-making processes; providing accessible, open and transparent opportunities for people to participate in our public meetings, hearings, and workshops; meeting people in their communities and spaces to seek out their perspectives; supporting communities with building capacity to advance racial equity and environmental justice; improving our communications by providing more plain-language materials; and addressing barriers to public participation, including language, digital, and time-of-day access.” SWRCB Resolution No. 2021-0050, p. 8.

If the Board’s unanimously-supported commitments to equity and reconciliation for California’s native peoples are sincere, it must act with urgency to halt the degradations to Mono Lake from water diversions, and meaningfully involve the Tribe in finding long term solutions to the Lake’s current crisis (i.e., once the TBU process is complete).

The Tribe joins the Mono Lake Committee to respectfully request that the SWRCB issue an emergency regulation halting LADWP’s export of water diverted from Mono Lake’s tributary streams until a minimal lake level is met. LADWP has flouted the Board’s 1994 order for decades; it is time for the Board to halt these degradations to the Tribe’s cultural resources and allow Mono Lake to reach an acceptable surface elevation in the short term, and chart a course for the Lake to reach a higher level in the long term.

Respectfully,

 Michael Godbe
 Directing Attorney

² State Water Resources Control Board Resolution No. 2021-0050 Condemning Racism, Xenophobia, Bigotry, And Racial Injustice And Strengthening Commitment To Racial Equity, Diversity, Inclusion, Access, And Anti-Racism, November 16, 2021
 (https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2021/rs2021_0050.pdf)

CALIFORNIA INDIAN LEGAL SERVICES

Cc: Charlotte Lange, Chairwoman, Mono Lake Kutzadika'a Tribe (via email)
Geoffrey McQuilkin, Executive Director, Mono Lake Committee (via email)
Adriana Renteria, State Water Resources Tribal Liaison (via email)
Daniel McClure, Lahontan Water Board Tribal Coordinator (via email)

Phillip L. Kiddoo
Air Pollution Control Officer



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short St. - Bishop, CA 93514
(760) 872-8211, Fax (760) 872-6109

CERTIFIED MAIL: 7018 3090 0001 0378 6926

July 1, 2021

Cynthia McClain-Hill, LADWP Board Commissioner President
Susana Reyes, LADWP Board Commissioner Vice President
Jill Banks Barad-Hopkins, LADWP Board Commissioner
Nicole Neeman Brady, LADWP Board Commissioner
Mia Lehrer, LADWP Board Commissioner
City of Los Angeles
Department of Water & Power
P. O. Box 51111
Los Angeles, California 90051-5700

Mono Lake Air Quality

Dear Commissioners:

This letter is sent by the Governing Board of the Great Basin Unified Air Pollution Control District (District) regarding the health-protective standards for particulate air emissions of 10 microns or less (PM10) in the Mono Basin. The historical water diversions by the Los Angeles Department of Water and Power (LADWP) from Mono Lake have lowered the lake level and caused the persistent and continuing violations of law regarding the PM10 standards. The District Board requests LADWP take immediate action to cure these violations.

This problem is entwined in the history of the City of Los Angeles and its growing demand for water. The District and the LADWP have a long history of challenge, change, and success in our interactions over the past four decades. The issues surrounding Mono Lake air quality and the challenge of meeting Clean Air Act mandates in the Mono Basin PM10 planning area are no less daunting. The City's diversion of water from the Mono Basin must comply with the federal and state laws protecting the air quality and health of the people of the eastern Sierra and visitors.

These violations of law must be resolved. The District and LADWP have engaged in both cooperation and conflict in the past. Cooperation is preferred to conflict. The successes of cooperation in our past are legion, beginning with the establishment of California Health & Safety Code Section 42316 (1983). The conflict that followed the 1997 Owens Valley State Implementation Plan (SIP) promulgation resulted in difficult times for both parties, but culminated in the subsequent SIPs, Supplemental Control Requirement Determinations, District

enforcement action, Settlements, Abatement Orders, and finally a California Superior Court Judgment in 2014 with stipulations both parties ultimately agreed to. The conflict leading to this agreement was litigious, expensive, time consuming, and fraught with challenges for both parties, but ended in a cooperative agreement both could consider a success in balancing the requirements to control dust emissions with conserving water.

The serious PM10 violations at Mono Lake are similar to and in some ways different from Owens Lake. Mono Lake is located in a National Scenic Area on State Park and federal lands, and now has some of the highest PM10 concentrations in the nation (Enclosure Figure 1). With most dust emission sources controlled at Owens Lake, the magnitude of the PM10 concentrations at Mono Lake are the highest in the nation and the frequency of the violations of the National Ambient Air Quality Standard (NAAQS) is unsurpassed (Enclosure Figure 2). In 2016, after a multiyear drought, and before the 2017 City of Los Angeles Snowpack Runoff Emergency Declaration resulted in a multi-foot lake level rise, NAAQS exceedances at Mono Lake reached a record level of 33 federal standard violation days.

After consideration of the legal requirement to protect public health and the needs of all parties involved, the only feasible solution is to allow the lake level to rise to inundate the emissive areas of the lakebed. This is the only solution consistent with the public trust protection determined by the State Water Resources Control Board Decision 1631 in 1994. Inundation of the exposed emissive areas is the PM10 control strategy of the District's operative 1995 State Implementation Plan. Unfortunately, nature and its natural supply of water to Mono Lake is unable to achieve this level of inundation because of the continued exports levels of water from Mono Lake tributaries in the Mono Basin under existing LADWP water export licenses. Even though Mono Lake's tributary annual mean stream runoff since the SWRCB Decision 1631 in 1994 is almost equivalent to the annual mean runoff from 1941 – 1990 (Enclosure Figure 3a), Mono Lake's surface elevation remains 9 feet below the 6,391' target (Enclosure Figure 3b).

The District Governing Board has reached a decision consistent with its legal duties under federal and state air pollution laws that these control measures must be implemented at Mono Lake. It requests that the Board of Water and Power Commissioners take the approach of cooperation to meet this requirement forthwith in whatever ways are necessary and direct LADWP staff to enter into discussions with the District staff on minimizing, even to the point of fully curtailing, the taking of water from the Mono Basin until such time as the SWRCB Decision 1631 lake level is achieved. This direction is consistent with the City of Los Angeles' duty under the law, would be both a show of good faith on the part of the LADWP Board of Commissioners, and would minimize the potential exposure to liability and litigation that would most-assuredly ensue, should a more adversarial approach be taken. Rather than expend our joint resources on animosities and court battles, we should spend our energies and resources on forging a cooperative relationship wherein both parties' needs are largely met, and success is achieved in continuing to provide for the water needs of the people of Los Angeles and the clean air needs of the people of the Mono Basin.

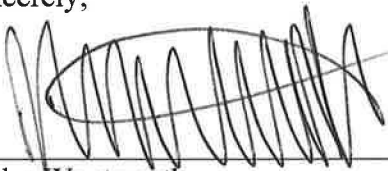
There is an additional important fact regarding the optimal use and conservation of water. In 2011, LADWP appealed the District's Supplemental Control Requirements Determination for Owens Lake to the California Air Resources Board, testifying that an allocation of 95,000 acre-foot water was necessary to comply with the ordered dust controls. Upon entry of the 2014

Stipulated Judgment which included immediate water saving provisions for LADWP, water usage at Owens Lake was drastically reduced. The water savings included up to 52,354 acre-feet in 2015 and averaged 37,614 acre-feet for the past seven years (Enclosure Figure 4). This amount of water savings is over twice the amount of water at maximum exports of 16,000 acre-feet annually from the Mono Basin. With these water savings at Owens Lake, curtailments of water exports from Mono Lake are offset and reasonable to reach the required surface elevation to put an end to the PM10 emission violations and public health impacts.

LADWP's restoration of the Mono Basin is one of the greatest environmental success stories in California history. The District looks forward to working with LADWP to maintain this legacy achievement and complete one last critical component, to restore the lake level to protect public health and the environment as required by law.

We respectfully request your response by October 1, 2021.

Sincerely,



John Wentworth
Great Basin Governing Board Chair



Ron Hames
Great Basin Governing Board Vice Chair

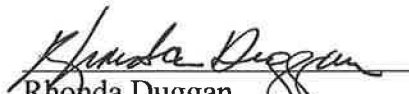
David Griffith,
Great Basin Governing Board




Jennifer Roeser,
Great Basin Governing Board



Matt Kingsley,
Great Basin Governing Board



Rhonda Duggan,
Great Basin Governing Board



Stacy Corless,
Great Basin Governing Board

Enclosures:

Figure 1. National Annual PM10 Rankings 2000 – 2020.

Figure 2. National Ambient Air Quality Exceedances at Mono Lake.

Figures 3a and 3b. Mono Lake Tributary Runoff and Surface Elevation.

Figure 4. Owens Lake Water Savings

Cc: (via email)

Marty Adams, LADWP, General Manager
Rich Harasick, LADWP, Senior Assistant General Manager
Anselmo Colins, LADWP, Director of Water Operations
Adam Perez, LADWP, Manager of Aqueduct Operations
Nelson Mejia, LADWP, Manager of Owens Lake Dust Mitigation Program
Phillip L. Kiddoo, GBUAPCD, Air Pollution Control Officer
Ann Logan, GBUAPCD, Deputy Air Pollution Control Officer
Lesley Yen, United States Department of Agriculture, Inyo Nation Forest Supervisor
Steve Nelson, Bureau of Land Management, Field Manager
Jennifer Lucchesi, California State Lands Commission, Executive Officer
Armand Quintero, California State Parks, Director
Catherine Jone, State Park Ranger, Mono Lake

Cc: (via US Mail)

Devon J. Mathis, Assembly Member, District 26
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Sacramento, CA 94249

Frank Bigelow, Assembly Member, District 5
State Capitol, Suite #4153
Sacramento, CA 94249

Jay Obernolte, Congressman, District 8
1029 Longworth House Office Building
Washington, DC 20515

Tom McClintock, Congressman, District 4
2312 Rayburn House Office Building
Washington, DC 20515

Alex Padilla, Senator
B03 Russell Senate Office Building
Washington, DC 20510

Dianne Feinstein, Senator
331 Hart Senate Office Building
Washington, DC 20510

Brian Dahle, State Senator, District 1
State Capitol, Room 2054
Sacramento, CA 95814

Andreas Borgeas, State Senator, District 8
State Capitol, Room #3082
Sacramento, CA 5814

Figure 1. United States of America Annual PM10 Rankings, 2000 - 2020.

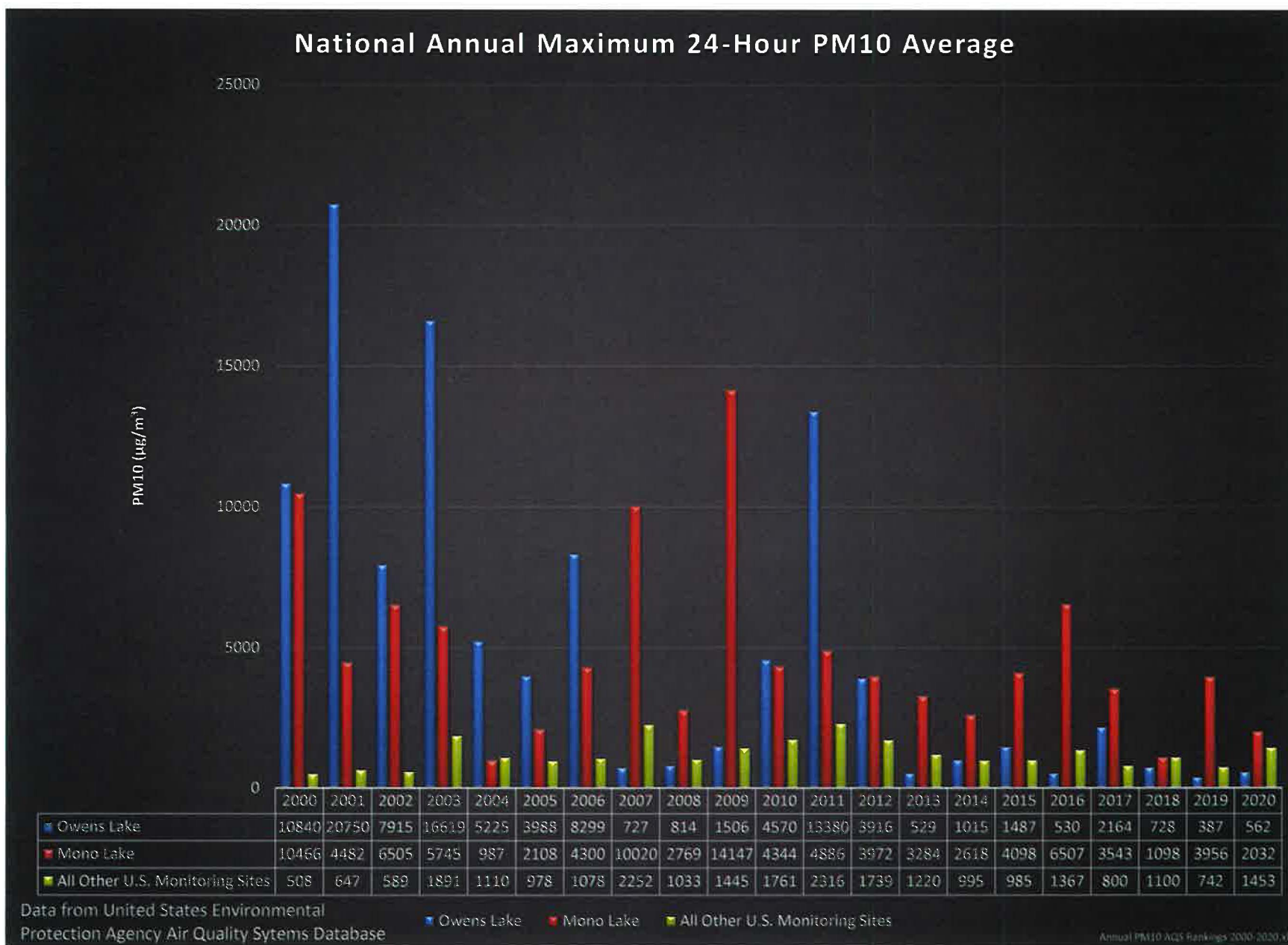


Figure 2. Mono Lake PM10 National Ambient Air Quality Standard exceedances, 2000 - 2020.

Date	Exceedance	Date	Exceedance	Date	Exceedance	Date	Exceedance	Date	Exceedance	Date	Exceedance	Date	Exceedance
4/8/2000	690	6/19/2005	328	6/5/2008	913	12/14/2010	1112	4/7/2013	3284	3/14/2016	899	9/20/2017	1349
5/4/2000	1063	6/20/2005	298	6/21/2008	906	2/15/2011	654	4/14/2013	435	3/20/2016	898	10/19/2017	659
5/6/2000	490	6/21/2005	541	8/31/2008	857	2/16/2011	253	4/15/2013	529	3/21/2016	1233	10/20/2017	1236
5/9/2000	3059	9/10/2005	546	9/19/2008	286	3/10/2011	916	6/18/2013	187	3/28/2016	855	11/8/2017	407
5/10/2000	1513	9/11/2005	487	10/30/2008	309	3/15/2011	477	6/19/2013	213	4/14/2016	345	11/9/2017	2538
6/7/2000	1642	10/1/2005	940	10/31/2008	330	4/20/2011	1375	8/20/2013	170	4/22/2016	234	11/13/2017	216
6/8/2000	241	10/2/2005	1245	11/3/2008	409	4/28/2011	212	9/21/2013	295	5/19/2016	4054	12/20/2017	192
10/9/2000	387	10/13/2005	477	12/13/2008	470	5/25/2011	4886	10/27/2013	1870	5/20/2016	1184	2/10/2018	296
11/29/2000	10466	5/19/2006	1915	3/3/2009	489	5/28/2011	1213	3/29/2014	626	6/15/2016	2160	2/11/2018	292
6/2/2001	414	5/20/2006	238	3/9/2009	625	5/30/2011	216	4/17/2014	258	10/2/2016	272	2/18/2018	1098
9/25/2001	4482	5/21/2006	174	3/29/2009	477	5/31/2011	1802	5/18/2014	2618	10/13/2016	541	2/24/2018	172
2/28/2002	195	6/12/2006	450	4/14/2009	1130	6/1/2011	633	9/25/2014	340	10/14/2016	2138	4/15/2018	580
3/10/2002	396	6/13/2006	168	5/1/2009	158	6/28/2011	834	10/15/2014	173	10/15/2016	6507	2/25/2019	2198
4/14/2002	3089	6/27/2006	210	5/3/2009	766	10/3/2011	477	10/25/2014	908	10/16/2016	264	2/26/2019	3427
4/15/2002	1157	9/14/2006	1012	5/4/2009	1377	11/3/2011	1994	10/31/2014	268	10/23/2016	503	2/27/2019	999
5/18/2002	201	9/15/2006	306	9/29/2009	235	11/18/2011	3393	11/22/2014	1188	10/24/2016	816	3/25/2019	619
5/19/2002	6505	11/8/2006	624	10/3/2009	335	11/30/2011	242	11/28/2014	1890	10/30/2016	454	3/27/2019	442
5/20/2002	1481	11/10/2006	434	10/13/2009	717	12/1/2011	343	12/10/2014	390	11/15/2016	334	4/9/2019	238
11/7/2002	1744	11/21/2006	231	10/19/2009	363	12/30/2011	649	12/11/2014	1405	11/16/2016	1878	4/20/2019	155
3/13/2003	487	11/22/2006	174	11/11/2009	343	1/15/2012	1488	12/29/2014	402	11/18/2016	219	4/30/2019	1715
3/14/2003	1657	11/28/2006	1764	11/12/2009	248	1/19/2012	1482	2/5/2015	1071	11/19/2016	3103	5/15/2019	3956
3/26/2003	333	12/8/2006	300	11/20/2009	14147	1/20/2012	268	2/6/2015	3294	11/20/2016	615	9/16/2019	1867
4/13/2003	1170	12/23/2006	721	12/6/2009	1461	2/29/2012	340	3/31/2015	239	11/25/2016	1176	9/28/2019	2310
4/21/2003	545	12/26/2006	4300	12/7/2009	181	3/1/2012	476	4/1/2015	1048	11/26/2016	719	1/16/2020	2032
4/24/2003	5283	1/10/2007	1909	3/25/2010	339	3/6/2012	563	4/4/2015	287	12/6/2016	694	2/2/2020	269
4/25/2003	5745	1/11/2007	359	3/29/2010	159	3/12/2012	677	4/5/2015	4098	12/10/2016	267	3/7/2020	164
4/26/2003	341	4/6/2007	168	3/30/2010	495	3/13/2012	315	4/7/2015	405	12/14/2016	988	3/14/2020	1955
4/27/2003	398	4/14/2007	2008	4/2/2010	754	3/31/2012	1409	4/13/2015	513	12/15/2016	2288	3/15/2020	668
5/11/2004	192	4/17/2007	726	4/3/2010	740	4/12/2012	203	4/14/2015	1836	1/1/2017	384	5/11/2020	233
5/12/2004	843	9/30/2007	2154	4/4/2010	444	4/23/2012	533	5/12/2015	243	1/2/2017	753	5/17/2020	486
5/17/2004	913	10/4/2007	1657	4/11/2010	794	4/26/2012	1385	5/13/2015	288	1/3/2017	2081	5/18/2020	1215
6/7/2004	447	10/10/2007	10020	4/20/2010	181	5/14/2012	1385	11/15/2015	469	2/16/2017	751	6/12/2020	201
9/18/2004	987	10/16/2007	266	4/27/2010	4344	5/17/2012	270	11/24/2015	882	2/26/2017	953	9/8/2020	511
10/8/2004	430	10/19/2007	1347	5/9/2010	305	5/24/2012	227	12/3/2015	586	3/4/2017	1400	9/13/2020	159
10/17/2004	322	10/20/2007	304	5/10/2010	307	6/1/2012	158	12/6/2015	2072	3/5/2017	842	9/15/2020	340
10/18/2004	898	11/27/2007	1336	5/21/2010	3096	6/4/2012	1265	12/9/2015	445	3/20/2017	172	9/16/2020	443
10/19/2004	871	11/29/2007	480	5/25/2010	1529	6/23/2012	220	12/10/2015	713	3/24/2017	798	9/17/2020	594
10/26/2004	208	11/30/2007	2736	5/26/2010	318	6/25/2012	630	12/13/2015	259	3/30/2017	382	9/21/2020	169
4/7/2005	285	4/6/2008	247	5/27/2010	460	10/22/2012	209	12/22/2015	299	4/6/2017	3543	11/6/2020	233
4/13/2005	386	4/11/2008	930	6/16/2010	318	11/8/2012	3972	1/13/2016	852	4/11/2017	291	11/13/2020	223
5/28/2005	2108	4/30/2008	2769	8/28/2010	210	11/28/2012	289	1/29/2016	811	4/12/2017	521	11/17/2020	492
6/6/2005	507	5/7/2008	161	9/7/2010	357	11/29/2012	2187	3/10/2016	162	4/16/2017	563	11/18/2020	1343
6/17/2005	235	5/20/2008	2563	9/8/2010	210	12/21/2012	598	3/11/2016	280	4/26/2017	505		
6/18/2005	292	6/4/2008	694	10/24/2010	735	3/5/2013	174	3/13/2016	2106	4/27/2017	213		
				11/19/2010	807					5/12/2017	402		

Figure 3a. Mono Lake tributary stream runoff, 1980 - 2020.

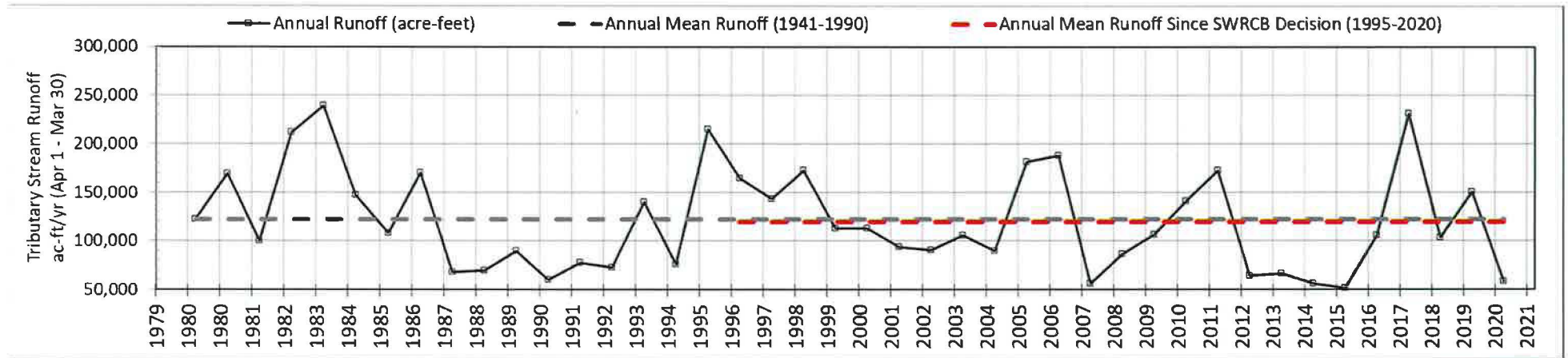


Figure 3b. Mono Lake surface elevation, 1979 – 2021.

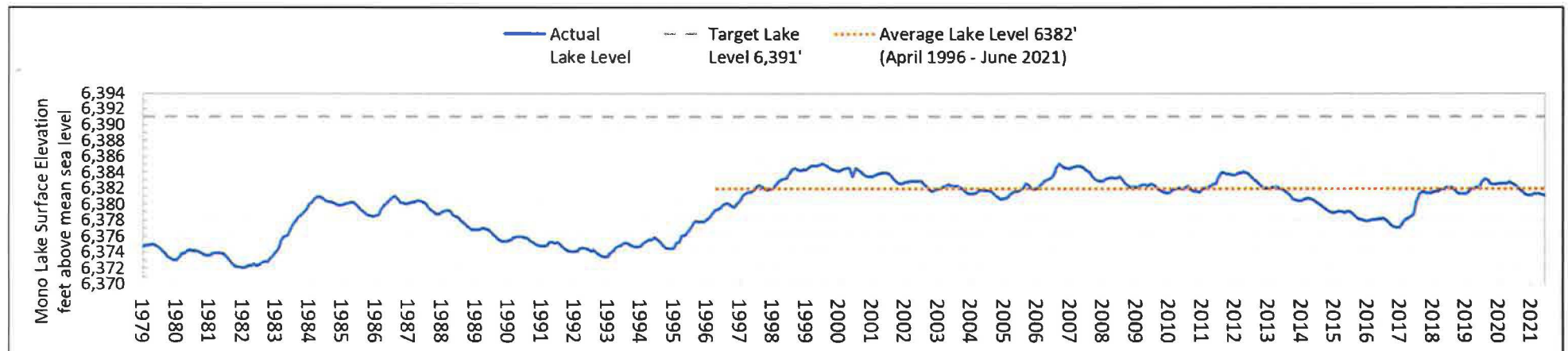
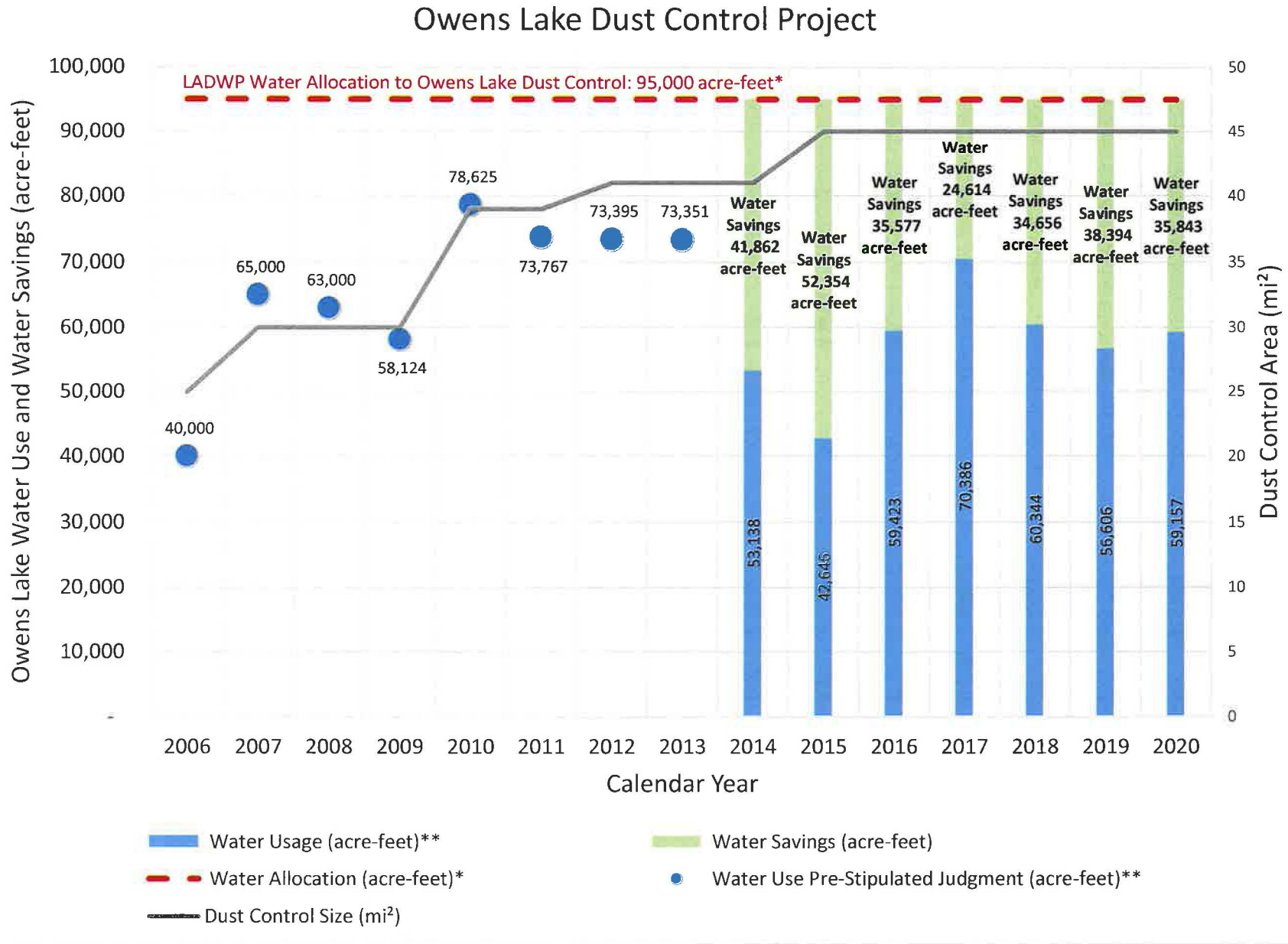


Figure 4. Water Savings at Owens Lake post 2014 Stipulated Judgment.



* Water allocation of 95,000 acre-feet from LADWP 2011 SCRD CARB appeal.

** Water usage from LADWP annual Performance Monitoring Plans



July 6, 2021

Dear Tori DeHaven:

The following is in response to your request for proof of delivery on your item with the tracking number:
7018 3090 0001 0378 6926.

Item Details

Status:	Delivered
Status Date / Time:	July 5, 2021, 1:09 pm
Location:	LOS ANGELES, CA 90051
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

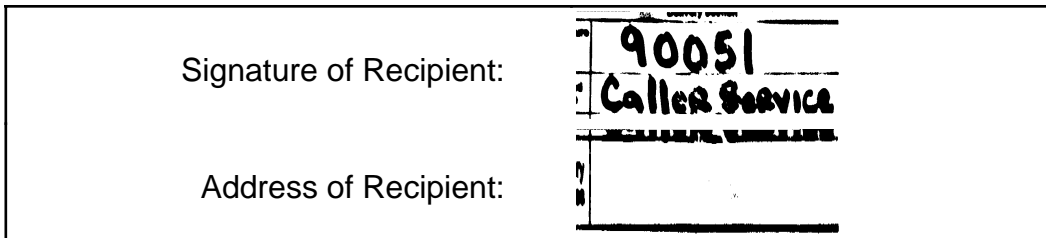
Shipment Details

Weight:	2.0oz
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Destination Delivery Address

Street Address:	PO BOX 51111
City, State ZIP Code:	LOS ANGELES, CA 90051-5700

Recipient Signature



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Washington, D.C. 20260-0004

January 11, 2023

Mr. Erik Ekdahl
Deputy Director, Division of Water Rights
State Water Resources Control Board
Post Office Box 100
1001 I Street
Sacramento, California 95814
Erik.Ekdahl@waterboards.ca.gov

Dear Mr. Ekdahl:

Subject: Mono Lake Committee Request for Drought Emergency Regulation or Other
Emergency Action at Mono Lake

Pursuant to your request, the Los Angeles Department of Water and Power (LADWP) hereby responds to the letter that Mono Lake Committee (MLC) submitted to the State Water Resources Control Board (State Water Board) on December 16, 2022, regarding Mono Lake. In its letter, MLC asks the State Water Board to prohibit the City of Los Angeles (City) from exercising its water rights on Rush and Lee Vining Creeks through an emergency regulation or other unspecified emergency action. MLC contends that such drastic action is necessary to avoid the *possibility* of coyotes being able to access California gull nests if the lake level lowers and the landbridge is exposed. Such actions, however, are unnecessary and would be inappropriate.

First and foremost, no “emergency conditions” exist that would warrant an emergency regulation or other emergency action. The landbridge is not exposed, and the State Water Board has already adopted safeguards to prevent it from becoming so in Decision 1631 (D-1631) and Amended Licenses 10191 and 10192 (Amended Licenses). LADWP is in full compliance with D-1631 and the Amended Licenses.

Second, MLC’s focus on the landbridge over-simplifies not only a complex local habitat issue, but also a statewide water supply issue. If potential coyote predation of gulls is the primary concern, there are more effective means for deterring potential coyote predation than prohibiting the City from utilizing its water rights. Fencing has proven effective in the past and would be more prudent in light of the drought conditions that exist statewide. LADWP understands that MLC already intends to install fencing, and LADWP has expressed it is willing and able to assist in these efforts.

Third, MLC’s proposed actions raise serious due process concerns and would likely violate LADWP’s procedural and substantive rights.

Finally, LADWP has invested, and continues to invest, in conservation programs and the development of local water supplies. Despite the success of these efforts, water from the Mono Basin is still necessary to provide a reliable water supply for the nearly four million Angelenos and

for environmental and other purposes in the Mono Basin and Owens Valley. Eliminating this supply would result in LADWP having to obtain water from other more strained water systems.

These points are discussed in greater detail below.

No Emergency Conditions Exist: LADWP is Meeting the Safeguards in D-1631 and its Amended Licenses to Protect the Gulls and their Habitat

The last two years have marked historic milestones in the State's battle against climate change, hailing the hottest year in recent history, followed by the second driest water year in the State's recorded history. The impacts have been significant and wide-reaching, but not surprising.

These extreme, cyclical, and prolonged droughts are not new, nor are fluctuations in Mono Lake. In its 1994 decision D-1631, the State Water Board found that Mono Lake not only fluctuates annually, it fluctuates in response to drought. Specifically, the State Water Board determined, "Mono Lake fluctuates naturally on an annual basis, typically reaching the yearly maximum level in late spring or early summer and falling into the minimum level in late fall."¹ Further, it determined, "The water level of Mono Lake fluctuates in response to hydrologic conditions. During prolonged droughts, this fluctuation may be several feet or more."² The State Water Board considered these fluctuations when balancing the public need for domestic water and public trust resources.

Specifically related to MLC's request, the State Water Board considered extensive expert testimony on the impact of water levels on gull habitat and adopted appropriate safeguards to protect the gulls and their nests. It found that "Java and Twain islets are likely to be accessible to coyotes ('functionally landbridged') at lake elevations between 6374 and 6375 feet," and that Negit Island is "physically landbridged at a lake elevation of 6,375 feet."³ Based on these findings, it determined that 6,377 is the minimum level necessary to protect gull habitat.⁴ It incorporated this determination in Condition 9(a) of LADWP's Amended Licenses, which restricts LADWP's diversions if the lake level reaches 6,377 feet within the runoff year of April 1 through March 31. LADWP is complying with D-1631 and its Amended Licenses, and today's lake level is nearly two feet above this minimum level.

When the State Water Board issued the Amended Licenses to LADWP just over a year ago on October 1, 2021, it elected not to consider lake level elevation targets at that time. Instead, it deferred consideration of the issue, indicating that there was no "emergency" condition that warranted action.

On October 21, 2022, LADWP took an aerial photograph of Mono Lake, at which time the lake level was approximately 6378.61 feet. The photograph (below) shows the landbridge is not exposed. And the lake level has risen since, even with LADWP exporting the 4,500 acre-feet allotted under the Amended Licenses. As of January 4, 2023, the lake level was approximately 6378.70 feet. Due to significant precipitation from recent storms in the Mono Basin, the lake level is likely to rise further.

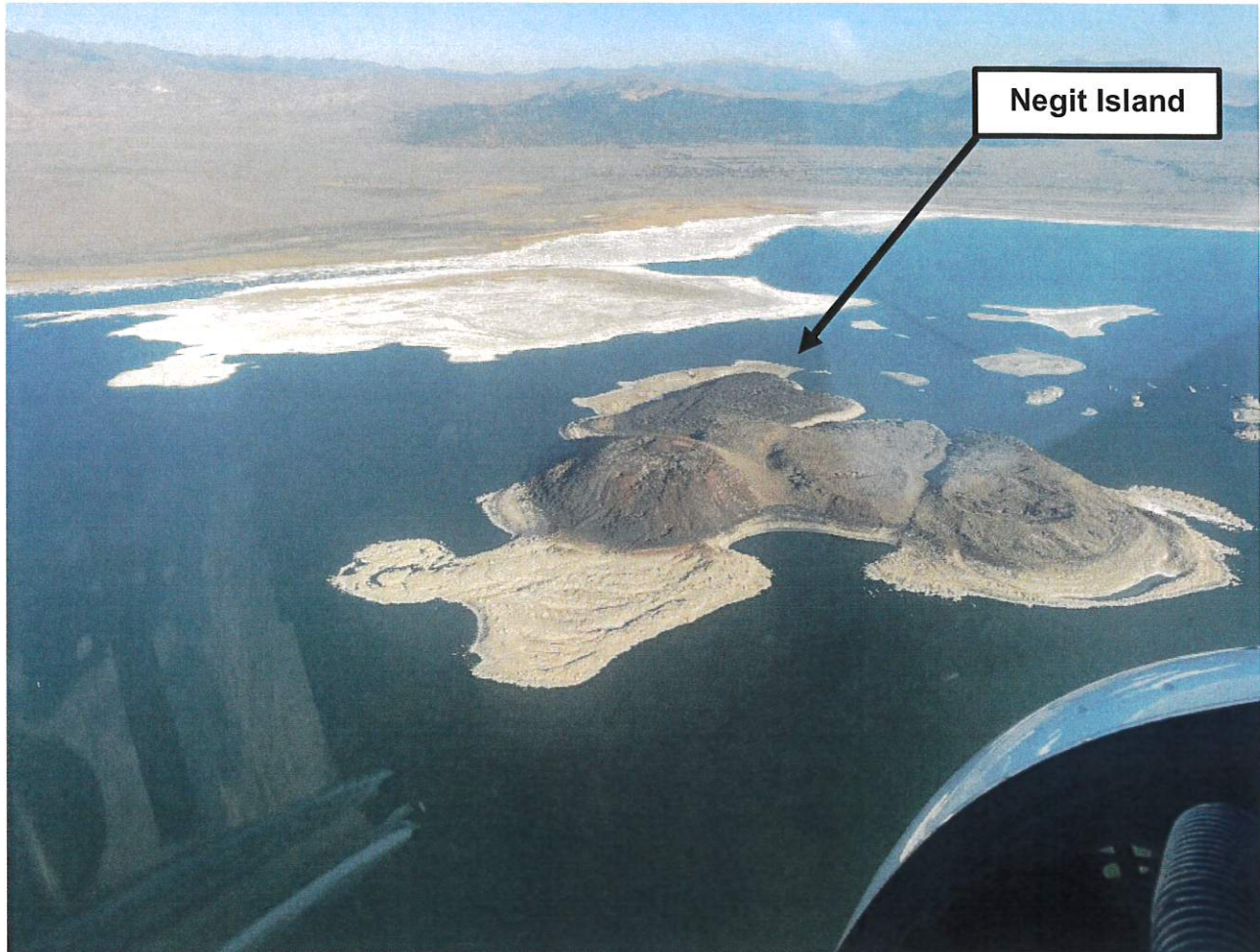
¹ D-1631, p. 104; *see also* p. 5 ("The historic water level and salinity of the lake have fluctuated considerably *in response to natural conditions*" [emphasis added]).

² D-1631, p. 106.

³ D-1631, pp. 105-106.

⁴ D-1631, p. 156 n. 14.

Under these circumstances, there is no reasonable basis for “emergency” action of any kind. An emergency simply does not exist.



LADWP aerial photograph of Mono Lake on October 21, 2022; lake level approximately 6378.61 feet

Emergency Action to Address Potential Coyote Predation is Not Necessary and Will Likely Have Negative Impacts

MLC suggests that emergency action is necessary to raise the lake level to avoid the exposure of the landbridge and potential coyote predation on gulls and their nests. Prohibiting the City from exercising its water rights to raise the lake level for this narrow purpose is problematic for several reasons.

As discussed above, the State Water Board has already considered extensive expert testimony on the lake level necessary to protect gull habitat, and adopted appropriate safeguards. MLC has not presented any new scientific evidence to suggest that the minimum lake level is not sufficiently protective of the gull population as a whole. Notably, California gulls are an abundant species and are not threatened or endangered.

There is a more immediate and prudent solution to prevent potential coyote predation: fencing. Fencing was installed when the lake level was 6377.5 feet in 2017, and was successful in preventing coyote predation. MLC has indicated that it is working with the California Department of Fish and Wildlife, California State Parks, and other agencies to install fencing this year. LADWP has informed MLC that it is willing to contribute funding and resources for these efforts and remains willing to do so.

Fencing is a superior option to protect not only the gulls, but also crucial water supplies. LADWP has reduced its exports from the region by an average of 80 percent since 1989, with a current reduction of 95 percent based on lake level conditions on April 1, 2022. The 4,500 acre-feet that LADWP currently exports from the Mono Basin is enough to serve 54,000 residents annually, which is approximately the size of disadvantaged communities such as Historic South Central or Koreatown.⁵ If LADWP ceases its exports from the Mono Basin, it will be required to import additional water from the State Water Project or Colorado River Basin to meet these needs. Those water systems are severely stressed and are likely to become more so as a result of climate change. The State Water Project also encompasses habitat for numerous threatened and endangered species that may be impacted if additional demand is shifted onto that system.

In addition, the environmental benefits of LADWP's cost effective Aqueduct supply are a minimally energy-intensive supply that also generates hydropower for the needs of the almost 6,000 electric customers in Owens Valley that are served by LADWP. As part of its Urban Water Management Plan, LADWP has been studying the nexus between water and energy and the associated greenhouse gas emissions of imported and local water supplies. The Los Angeles Aqueduct is a gravity-fed water conveyance system, making it the most desirable supply source in terms of energy intensity and carbon footprint.

Lastly, focusing on the gull population may be detrimental to other more sensitive and threatened species. In some locations throughout their range, nesting California Gulls cause significant impacts to other nesting waterbird species, including threatened populations of Snowy Plover (*Charadrius nivosus*). Mono Lake supports a breeding population of Snowy Plovers, which appears to have been increasing in size with decreasing lake levels and the expansion of barren playa habitat for nesting.⁶ California Gulls have been found to be the primary nest predator of Snowy Plovers at Mono Lake, and that predation is the main limiting factor on the plover population.⁷

MLC's Proposed Emergency Actions Raise Serious Procedural and Substantive Concerns

MLC requests that the State Water Board adopt an emergency regulation under Water Code section 1058.5 that prohibits the City from exercising its water rights until the lake level reaches 6,384 feet. As a threshold matter, no emergency exists that would warrant action under section 1058.5, as discussed above. More importantly, section 1058.5 specifically states that emergency

⁵ If LADWP were able to export 16,000 acre-feet annually—the maximum allowed under the Amended Licenses—that would be sufficient to serve approximately 200,000 residents.

⁶ Doster, R. H., and Shuford, W. D. 2018. Recent trends in population size and distribution of Ring-billed and California gulls in the western United States, *in* Trends and traditions: Avifaunal change in western North America (W. D. Shuford, R. E. Gill Jr., and C. M. Handel, eds.), pp. 161–179. Studies of Western Birds 3. Western Field Ornithologists, Camarillo, CA; doi 10.21199/SWB3.8.

⁷ Page, Gary, et al. 1982. Spacing Out at Mono Lake: Breeding Success, Nest Density, and Predation in the Snowy Plover *in* The Auk 100: 13-14 (published Jan. 1983).

regulations may only remain in effect for up to one year, and may only be renewed under narrow circumstances.⁸ MLC states that prohibiting the City from exercising its water rights for the 2023-2024 runoff year could increase the lake level by approximately 0.1 feet.⁹ However, it's likely to be even less when evaporation is considered. The negligible increase would not address the issue raised by MLC (coyote predation of gulls), but would have statewide impacts on water supply. Moreover, the State Water Board cannot adopt an emergency regulation that would result in a deprivation of LADWP's vested property rights in the Amended Licenses without adequate opportunity to be heard at a meaningful time and in a meaningful manner. Accordingly, the issuance of an emergency regulation under Water Code section 1058.5 would be inappropriate here.

Alternatively, MLC requests that the State Water Board adopt an emergency regulation or take other emergency action to protect the public trust under Article X, section 2 of the California Constitution. The State Water Board carefully considered the public trust when it issued D-1631 in 1994, and it adopted appropriate safeguards, including the minimum lake level necessary to protect gull habitat. LADWP is complying with all conditions of its Amended Licenses. If the State Water Board determines that it is necessary to reassess the City's water rights, it must follow the proper legal procedures to amend the Amended Licenses, which includes, at a minimum notice to LADWP and an opportunity for a hearing. This is expressly stated in Condition L of the Amended Licenses:

No action will be taken pursuant to this paragraph unless the State Water Board determines, after notice to affected parties and opportunity for hearing, that such action is consistent with California Constitution, article X, section 2; is consistent with the public interest; and is necessary to preserve or restore the uses protected by the public trust.

Attempting to circumvent these procedural and substantive requirements through an emergency regulation or other emergency action without adequate notice and opportunity for a hearing would violate LADWP's due process rights.

LADWP Has Invested, and Continues to Invest, in Conservation Programs and the Development of Local Water Supplies

Finally, in its letter MLC recognizes that Angelenos have made considerable efforts to conserve precious water supplies and that LADWP has invested significantly in diversifying its water portfolio. These efforts should not be overlooked.

Over the last 40 years, LADWP has invested hundreds of millions of dollars in its water conservation programs. As a result, total water consumption in the City of Los Angeles has decreased by 44 percent, despite an increase in population of over one million people. Today, the average residential use is 74 gallons per person per day compared to the State average of 91. The City's water demands, however, remain high because the City is home to approximately four million people.

⁸ Cal. Water Code § 1058.5(c).

⁹ MLC letter to E. Erik Ekdahl, dated December 16, 2022, p. 5.

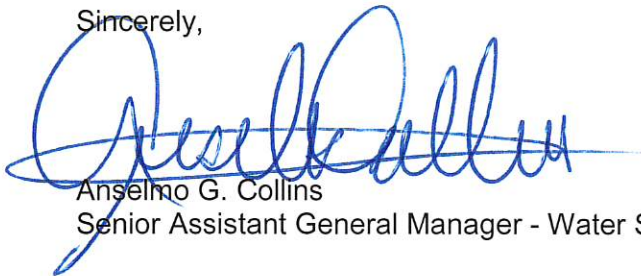
Mr. Erik Ekdahl
Page 6
January 11, 2023

LADWP also allocates half of the City's historical Los Angeles Aqueduct supplies in the Mono Basin and Owens Valley to support environmental and restoration efforts. LADWP's obligations in the Eastern Sierra are met before exporting water into the City for beneficial use.

LADWP, and the City as a whole, remain committed to continuing to conserve water and to developing local water sources. However, we cannot conserve our way out of the challenges of drought and climate change. Restricting Mono Basin water supplies will have broader impacts on California's water systems than what was projected when D-1631 was issued, making it all the more crucial that current water supplies are protected for Los Angeles residents, of which approximately 50 percent are living in disadvantaged communities. Southern California's imported supplies are a critical part of the State's shared water resources. With the Colorado River, State Water Project, and Los Angeles Aqueduct all strained due to drought and extreme shifts in precipitation, further restrictions on one of these resources only shifts impacts to the others.

We look forward to discussing these issues further with you and your staff. If you have any questions in the interim, please contact me at (213) 367-1022 or by email at Anselmo.Collins@ladwp.com.

Sincerely,



Anselmo G. Collins
Senior Assistant General Manager - Water System

AGC:jy

c: Mr. E. Joaquin Esquivel, State Water Resources Control Board
Ms. Dorene D'Adamo, State Water Resources Control Board
Mr. Sean Maguire, State Water Resources Control Board
Ms. Laurel Firestone, State Water Resources Control Board
Ms. Nichole Morgan, State Water Resources Control Board
Mr. Charlton H. Bonham, Director, California Department of Fish and Wildlife
Ms. Heidi Calvert, Regional Manager, California Department of Fish and Wildlife
Ms. Alisa Ellsworth, Environmental Program Manager, California Department of Fish and Wildlife



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

Departments: CAO, Human Resources

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Acting County
Administrative Officer

SUBJECT Educational Incentive Pay for
Position of Mono County Sheriff-
Coroner

AGENDA DESCRIPTION:

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

Proposed resolution providing educational incentive for position of Mono County Sheriff-Coroner.

RECOMMENDED ACTION:

Announce fiscal impact and adopt proposed resolution providing educational incentive pay for position of Mono County Sheriff-Coroner.

FISCAL IMPACT:

This item increases costs for the remainder of this fiscal year by \$4,449, of which \$3,438 is education incentive and \$1,011 is benefits. If this item is approved, the annual cost of this position will be \$261,385, of which \$170,264 is salary, \$12,770 is education incentive, and \$78,351 is benefits. This is an annual cost increase of \$16,524.

CONTACT NAME: Mary Booher

PHONE/EMAIL: / mbooher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Resolution

History

Time	Who	Approval
3/14/2023 8:36 AM	County Counsel	Yes

3/14/2023 10:50 AM

Finance

Yes

3/14/2023 8:48 PM

County Administrative Office

Yes



**INTERIM ASSISTANT COUNTY
ADMINISTRATIVE OFFICER
COUNTY OF MONO**

Mary Booher
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
mbooher@mono.ca.gov

March 21, 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Mary Booher, Interim Assistant County Administrative Officer

Re: Staff Report – Educational Incentive Pay for Sheriff-Coroner of
Mono County

BOARD OF SUPERVISORS

CHAIR
Rhonda Duggan / District 2

VICE CHAIR
John Peters / District 4
Bob Gardner / District 3
Lynda Salcido / District 5
Jennifer Kreitz / District 1

COUNTY DEPARTMENTS

ASSESSOR
Hon. Barry Beck

DISTRICT ATTORNEY
Hon. David Anderson

SHERIFF / CORONER
Hon. Ingrid Braun

ANIMAL SERVICES
Chris Mokracek (Interim)

BEHAVIORAL HEALTH
Robin Roberts

COMMUNITY DEVELOPMENT
Wendy Sugimura

COUNTY CLERK-RECORDER
Scheereen Dedman

COUNTY COUNSEL
Stacey Simon, Esq.

ECONOMIC DEVELOPMENT
Jeff Simpson

**EMERGENCY MEDICAL
SERVICES**
Bryan Bullock

FINANCE
Janet Dutcher
CPA, CGFM, MPA

**INFORMATION
TECHNOLOGY**
Milan Salva (Interim)

PROBATION
Karin Humiston

PUBLIC HEALTH
Kathy Peterson (Interim)

PUBLIC WORKS
Paul Roten

SOCIAL SERVICES
Kathy Peterson

Since research has demonstrated that advanced education and training among law enforcement officers leads to improved outcomes in policing and greater community acceptance of law enforcement, the County intends to extend educational and training benefits to the Sheriff-Coroner in the form of financial incentives. Such incentives encourage and recognize the importance of training and education in the law enforcement.

Toward this end, the Sheriff-Coroner will be eligible to receive an additional five percent (5%) of base pay for possession of an intermediate Peace Officer's Standards Training (POST), or an additional seven and one-half percent (7.5%) of base pay for possession of an Advanced or Supervisory POST certificate, whichever certificate is applicable.

The financial incentives as described above are consistent with and will maintain parity and equity among the Deputy Sheriffs' Association as well as its management-level Sheriffs' staff in the Office of the Sheriff.



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
IMPLEMENTING EDUCATIONAL INCENTIVE PAY
FOR THE POSITION OF SHERIFF-CORONER OF MONO COUNTY**

WHEREAS, research has demonstrated that advanced education and training among law enforcement officers leads to improved outcomes in policing and greater community acceptance of law enforcement, among other benefits; and

WHEREAS, in Mono County, the benefit of such education and training have been recognized in Memoranda of Understanding (MOUs) entered into with the Deputy Sheriffs' Association, and in employment contracts between the County and its management-level Sheriffs' staff in the form of financial incentives for those who obtain advanced Peace Officer's Standards Training (POST) certificates and/or higher education degrees, as applicable; and

WHEREAS, to ensure parity within the Office of the Sheriff and recognize the importance of training and education through all levels, the Board of Supervisors wishes to make similar educational incentives available for the position of Sheriff-Coroner;

NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby resolves as follows:

SECTION ONE: Effective for the next full pay period following adoption of this Resolution, the Mono County Sheriff-Coroner shall receive an additional five percent (5%) of base pay for possession of an intermediate POST Certificate, or an additional seven and one-half percent (7.5%) of base pay for possession of an Advanced or Supervisory POST certificate, whichever amount is greater.

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SECTION TWO: Upon future amendment to the Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by R21-44 (the “Policy”), the Board of Supervisors may add the educational incentive pay described in this Resolution to the Policy which shall supersede and replace this Resolution in its entirety.

PASSED, APPROVED and ADOPTED this 21st day of March, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

MONO COUNTY BOARD OF SUPERVISORS 2023 BOARD / COMMISSION / COMMITTEE MEMBERSHIP LIST

Date of Appointment: January 3, 2023

Term Expires: December 31, 2023

AIRPORT LAND USE COMMISSION

<https://monocounty.ca.gov/aluc>;

Wendy Sugimura, Mono County Community Development, wsugimura@mono.ca.gov, 760-924-1810

- ✚ John Peters, Supervisor
- ✚ Jennifer Kreitz, Supervisor
- ✚ Lynda Salcido, Supervisor Alternate

BEHAVIORAL HEALTH ADVISORY BOARD

<https://monocounty.ca.gov/behavioral-health/page/advisory-board>;

Amanda Greenberg, Mono County Behavioral Health, agreenberg@mono.ca.gov, 760-924-1740

- ✚ Lynda Salcido, Supervisor
- ✚ Jennifer Kreitz, Supervisor Alternate

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC)

www.csac.counties.org;

Korina Jones, CSAC, kjones@counties.org, 916-327-7500

- ✚ John Peters, Supervisor
- ✚ Jennifer Kreitz, Supervisor Alternate

CENTRAL NEVADA REGIONAL WATER AUTHORITY (CNRWA)

<https://cnrwa.com>;

Jeff Fontaine, Executive Director, ccfontaine@gmail.com, 775-443-7667

- ✚ John Peters, Supervisor

MONO COUNTY CHILDREN AND FAMILIES COMMISSION (FIRST 5)

<https://www.first5mono.org>;

Molly DesBaillets, First 5, mdesbaillets@monocoe.org, 760-924-7626

- ✚ Bob Gardner, Supervisor

MONO COUNTY COLLABORATIVE PLANNING TEAM

<https://monocounty.ca.gov/cpt>;

Heidi Willson, Mono County Community Development, hwillson@mono.ca.gov, 760-924-1804

- ✚ Bob Gardner, Supervisor
- ✚ Lynda Salcido, Supervisor Alternate

COMMUNITY CORRECTIONS PARTNERSHIP

<https://monocounty.ca.gov/probation/page/community-corrections-partnership-ccp>;

Jeff Mills, Mono County Probation Department, jlmills@mono.ca.gov, 760-932-5570

- ✚ Jennifer Kreitz, Supervisor
- ✚ Rhonda Duggan, Supervisor Alternate

EASTERN SIERRA CHILD SUPPORT REGIONAL OVERSIGHT COMMITTEE

<https://www.inyocounty.us/services/eastern-sierra-child-support-services>;

Amy Weurdig, Eastern Sierra Child Support Services Weurdig.amy@inyo.cse.ca.gov, 866-901-3212

Samantha Rottner, Program Manager Rottner Samantha@inyo.cse.ca.gov

- ✚ Rhonda Duggan, Supervisor (Current Board Chair)

EASTERN SIERRA COUNCIL OF GOVERNMENTS

<http://escog.ca.gov>;

Elaine Kabala, ESCOG Administrative Services Contractor, ekabala@escog.ca.gov; 323-652-0390

- ✚ Lynda Salcido, Supervisor
- ✚ Bob Gardner, Supervisor
- ✚ Jennifer Kreitz, Supervisor Alternate
- ✚ John Peters, Supervisor Alternate

EASTERN SIERRA TRANSIT AUTHORITY (ESTA)

<https://www.estransit.com/>;

Phil Moores, Executive Director, pmoores@estransit.com, 760-872-1901

- ✚ Bob Gardner, Supervisor
- ✚ Rhonda Duggan, Supervisor

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

<https://www.gbuapcd.org/>;

Tori DeHaven, Clerk of the Board, tdehaven@gbuapcd.com, 760-872-8211

- ✚ Rhonda Duggan, Supervisor
- ✚ Lynda Salcido, Supervisor
- ✚ Bob Gardner, Supervisor Alternate

INTER-AGENCY VISITORS' CENTER BOARD OF DIRECTORS

Julie Hall, Mt. Whitney Ranger District Julie.hall2@usda.gov 760-876-6200

- ✚ Bob Gardner, Supervisor

JUVENILE JUSTICE COORDINATING COUNCIL

Jeff Mills, Mono County Probation Department, jmills@mono.ca.gov, 760-932-5570

- ✚ Bob Gardner, Supervisor

MONO COUNTY LAW LIBRARY

<https://www.monocolibraries.org/programs/law-library>;

Mono County Library / Law Library 760-934-8670, Mono County Counsel 760-924-1700

- ✚ Rhonda Duggan, Supervisor (Current Board Chair)

LOCAL AGENCY FORMATION COMMISSION (LAFCO)

<https://monocounty.ca.gov/lafco>;

Wendy Sugimura, Mono County Community Development, wsugimura@mono.ca.gov, 760-924-1810

- ✚ Bob Gardner, Supervisor
- ✚ Jennifer Kreitz, Supervisor
- ✚ Rhonda Duggan, Supervisor Alternate

MONO COUNTY LOCAL TRANSPORTATION COMMISSION (LTC)

<https://monocounty.ca.gov/ltc>;

Heidi Willson, Mono County Community Development, hwillson@mono.ca.gov, 760-924-1804

- ✚ John Peters, Supervisor
- ✚ Jennifer Kreitz, Supervisor
- ✚ Rhonda Duggan, Supervisor
- ✚ Bob Lawton, Alternate

MAMMOTH LAKES HOUSING

<http://mammothlakeshousing.org/>;

Patricia Robertson, Executive Director, Patricia@MammothLakesHousing.org, 760-934-4740

- ✚ Jennifer Kreitz, Supervisor
- ✚ Lynda Salcido, Supervisor Alternate

MAMMOTH MOUNTAIN SKI AREA LIAISON COMMITTEE

- ✚ Bob Gardner, Supervisor
- ✚ Lynda Salcido, Supervisor

NATIONAL ASSOCIATION OF COUNTIES (NACo)

<https://www.naco.org/>; membership@naco.org, 888-407-6226

- ✚ John Peters, Supervisor
- ✚ Jennifer Kreitz, Supervisor Alternate

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC) / GOLDEN STATE FINANCE AUTHORITY (GSFA) / GOLDEN STATE CONNECT AUTHORITY (GSCA) / ENVIRONMENTAL SERVICES JOINT POWER AUTHORITY (ESJPA)

<http://www.rcrcnet.org/>;

Maggie Chui, RCRC, MChui@rcrcnet.org, 916-447-4806

- ✚ Rhonda Duggan, Supervisor
- ✚ John Peters, Supervisor Alternate
- ✚ Justin Nalder, ESJPA Alternate

SIERRA NEVADA CONSERVANCY

<https://sierranevada.ca.gov>

Matt Driscoll, East Area Representative: Alpine, Inyo, Mono counties, matt.driscoll@sierranevada.ca.gov, 760-636-8296

Tristyn Armstrong, Administrative Officer, tristyn.armstrong@sierranevada.ca.gov, 530-823-4700

- ✚ Jennifer Kreitz, Supervisor
- ✚ John Peters, Supervisor Alternate

TOWN-COUNTY LIAISON COMMITTEE

[https://www.townofmammothlakes.ca.gov/593/Town-Council-Liaison-Committees](https://www.townofmammothlakes.ca.gov/593/Town-Council-Liaison-Committees;);

Angela Plaisted, aplaisted@townofmammothlakes.ca.gov, 760-965-3600

- ✚ Jennifer Kreitz, Supervisor
- ✚ Lynda Salcido, Supervisor
- ✚ Rhonda Duggan, Supervisor Alternate

MONO COUNTY TREASURY OVERSIGHT COMMITTEE

<https://monocounty.ca.gov/tax/page/treasury-oversight-committee>;

Mono County Treasurer – Tax Collector, treasurer@mono.ca.gov, 760-932-5480

- ✚ Jennifer Kreitz, Supervisor
- ✚ Bob Gardner, Supervisor Alternate

TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT

<http://tvgmd.org/>;

Carol Ann Mitchell, Chairperson, rick.and.carol.ann@gmail.com

Geri Bassett, Board Member/Secretary, secretary@tvgmd.org

- ✚ Rhonda Duggan, Supervisor (District 2)

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM JOINT POWERS
AUTHORITY**

<https://yarts.com/>;

Jose Perez, Transit Administrative Assistant, jose.perez@mcagov.org, 209-723-3153 ext. 800

Tara Rodríguez, Staff Services Analyst I, tara.rodriquez@mcagov.org 209-723-3100 ext. 809

Lucia Huerta, Transit Administrative Assistant. lucia.huerta@mcagov.org 209-723-3100 ext. 500

 Bob Gardner, Supervisor

 Lynda Salcido, Supervisor



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Amerisourcebergen Drug Corporation; Cardinal Health, Inc.; McKesson Corporation; Purdue Pharma L.P.; Purdue Pharma, Inc., et al., United States District Court, Eastern District of California, Case No. 2:18-cv-01149-MCE-KJN

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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--

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 21, 2023

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 EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval



REGULAR AGENDA REQUEST

 [Print](#)

MEETING DATE March 21, 2023

TIME REQUIRED

SUBJECT Closed Session - Public Employee
 Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
3/13/2023 12:56 PM	County Counsel	Yes
3/8/2023 9:51 AM	Finance	Yes
3/13/2023 1:38 PM	County Administrative Office	Yes